

Jackson Town Council Regular Meeting

October 16, 2023

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/89243014957?pwd=d2JMb0dMNkxESlpUWkUrTk1vNFZ1QT09>

If the link does not work, join at zoom.com with Webinar ID **892 4301 4957** Password: **83001**

or join by phone **+1 719 359 4580** with Webinar ID **892 4301 4957** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Presentation for Bob Lenz, Honorary WAM Board Member
 - 2. Introductions of Bailey Williams and Liam Fowler

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@jacksonwy.gov.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Meeting Minutes
 - 1. October 2, 2023 Special Town Council Meeting
 - 2. October 2, 2023 Regular Town Council Meeting
- B. Disbursements
- C. Temporary Sign Permit for CWC Semester Enrollment (P23-146) (Paul Anthony)
- D. Town Attorney Contract (Tyler Sinclair)

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

- A. Administration
 - 1. Well Easement Agreement Between the Town of Jackson and JHHR Holdings I (Tyler Sinclair)
 - 2. Bike-Sharing and Car-Sharing Programs Request for Proposals (Charlotte Frei)

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.

3. 2023 Rodeo Report and 2024 Rodeo Dates (Roxanne Robinson)

VI. RESOLUTIONS

- A. Resolution 23-20: A Resolution Amending the Fee Schedule (Paul Anthony)
- B. Resolution 23-21: FY24 Budget Amendment #1 (Kelly Thompson & Tyler Sinclair)

VII. ORDINANCES

- A. Ordinance W: An Amendment to the Official Zoning Map for Karns Meadow (P23-079) (Second Reading, Tyler Valentine)
- B. Ordinance Z: An Ordinance Repealing Noise from the Special Events Section in the Municipal Code (First Reading, Roxanne Robinson)
- C. Ordinance A: An Ordinance Adding a Bias Crime Provision to the Municipal Code (First Reading, Lea Colasuonno)
- D. Ordinance B: An Ordinance Amending Discrimination in Housing and Public Accommodations (First Reading, Lea Colasuonno)
- E. Ordinance C: An Ordinance Regarding Penalties for Assault, Battery, and Unlawful Contact (First Reading, Lea Colasuonno)
- F. Ordinance D: An Ordinance Repealing Short-Term Rental Provisions from the Municipal Code (First Reading, Lea Colasuonno)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Joint Funding Committee Update

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

Pledge of Allegiance

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

Land Acknowledgement

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

Today we have two new police officers joining the Town of Jackson. Today is their very first day on the job.

Liam Fowler
Police Officer

Liam Fowler joins us all the way from Long Island, New York. After graduating from high school he enlisted in the US Marines where he served on Camp Pendleton in California for four years. After his enlistment he worked in telecommunications before returning to Long Island to become an EMT. Now after 3 years Liam is taking the opportunity to further his career of service and transitioning into law enforcement with the Jackson Police Department.

Bailey Williams
Police Officer

Bailey is a Michigan native who is finishing his criminal justice degree this December. He grew up enjoying outdoor activities, particularly winter sports such as skiing and snowboarding. Bailey is an army veteran and possess a deep passion for service. He is looking forward to becoming a member of this community and helping in any way that he can.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 2, 2023

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 10:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Lea Colasuonno, Paul Anthony, Lynsey Lenamond and Riley Taylor.

Planning Commission Interviews. Council conducted interviews with Rick Gordon and Laura Bonich.

Council recessed at 10:17am and reconvened at 10:21am.

Council conducted an interview with Michael Barry.

Executive Session. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to recess executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii) and 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).

Planning Commission Appointments. Mayor Morton Levinson nominated Laura Bonich to the Planning Commission/Board of Adjustment for a three-year term, expiring September 30, 2026.

Council consented to the appointment of Laura Bonich to the Planning Commission/Board of Adjustment for a three-year term, expiring September 30, 2026.

Mayor Morton Levinson appointed Laura Bonich to the Planning Commission/Board of Adjustment for a three-year term, expiring September 30, 2026.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 11:15 a.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: October 11, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 2, 2023

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Michelle Weber, Paul Anthony, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Council recited the pledge of allegiance and land acknowledgement. Mayor Morton Levinson acknowledged the “Rematriate” sculpture in front of Town Hall, proclaimed October as Domestic Violence Awareness Month, November 3rd as Fall Clean-Up Day, and introduced Shawn Holden, Water Utility Operator.

Public Comment. There was no public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the consent calendar including items A-F as presented with the following motions:

A. **Meeting Minutes.** To approve meeting minutes from the September 18, 2023 Town Council Workshop and September 18, 2023 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. ACCESS TRUCK PARTS \$195.50; ACE HARDWARE \$1,576.12; ADVANCED CONCRETE SOLUTIONS \$70,000.00; AIRGAS INTERMOUNTAIN INC. \$46.65; ALDER ENVIRONMENTAL LLC \$907.50; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$29,812.11; ALPHAGRAPHICS \$1,975.88; ALTA PLANNING & DESIGN \$5,115.00; AMAZON \$1,290.48; APPLE INC \$108.00; ARCHITECTURAL BUILDING SUPPLY \$1,383.98; ARISTORENAS, MARIA \$450.00; AXON ENTERPRISES, INC \$38,612.50; BADILLO, MARCELA \$450.00; BERGMAN, PIERRE \$450.00; BEST BEST & KRIEGER \$2,775.00; BISON LUMBER \$3,252.97; BLUE COLLAR RESTAURANT GROUP \$693.76; BRIGGS, ERIC L \$80.95; CADDIS, LLC \$253.57; CARQUEST AUTO PARTS INC. \$131.37; CASELLE INC. \$1,867.00; CASH \$153.66; CHARGEPOINT, INC \$375.00; CHARLIE'S PLUMBING OF JH \$425.00; COPYWORKS, LLC \$69.90; CORE & MAIN LP \$13,092.20; DAVID J. HUNT DVM \$133.95; DAY, JEAN \$450.00; DELL \$9,792.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DOVER, JOHN \$100.00; ENERGY LABORATORIES INC. \$870.00; ENTENMANN-ROVIN CO \$175.50; EVANS CONSTRUCTION INC \$60,482.63; EXPOSURE SIGNS INC \$3,245.85; FALL RIVER RURAL ELECTIC \$48.08; FENNERN, ROBERT \$155.00; FERGUSON ENTERPRISES, INC \$94.79; FIRE SERVICES OF IDAHO \$666.00; FIRST INTERSTATE BANK \$50.00; FREEDOM MAILING SERVICE INC. \$1,849.12; FRITTS, JASON \$450.00; FRONTIER FENCE INC \$10,200.00; GELCO SUPPLY INC. \$1,175.00; GILLIG LLC \$2,262.45; GRAYSHIFT LLC \$10,995.00; HD FOWLER COMPANY \$12,823.34; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$1,355.46; HIRST APPLGATE, LLP \$2,830.50; IDAHO CHILD SUPPORT RECEIPTING \$564.20; INTERSTATE BATTERY \$291.90; IVY OUTDOOR SERVICES LLC \$18,434.25; JACKSON DOWNTOWNER, LLC \$102,784.35; JACKSON HOLE NEWS & GUIDE \$1,682.30; JACKSON LUMBER INC \$1,177.25; JH20 WATER CONDITIONING & FILTRATION \$85.00; KENWORTH SALES COMPANY DEPT #1 \$490.72; KRUEGER, ERICA JADE \$450.00; LAFAYETTE INSTRUMENT \$8,115.00; LANGUAGE TESTING INTERNATIONAL, INC \$131.50; LEPCO \$1,347.10; LYNX, LLC \$275.11; MADERA BUILDERS, LLC \$6,464.82; MASTER'S STUDIO, THE \$1,000.00; MEYRING & ASSOCIATES, INC \$339.45; MOBILITY FOREFRONT LLC \$35,000.00; NAPA AUTO PARTS INC. \$823.12; NEW WEST BUILDING COMPANY INC. \$5,000.00; NOLAND, STACY \$450.00; ONE CALL OF WYOMING \$561.75; OPS STRATEGIES, LLC \$2,800.00; OTIS ELEVATOR COMPANY \$250.00; PARK, JO ELLEN \$750.00; PERFORM PRINTING LLC \$985.00; PITTS, JASON \$41.99; PREMIER TRUCK- SALT LAKE CITY \$1,099.96; R & A SAFETY LLC \$1,719.50; RAFTELIS \$2,897.50; RON'S TOWING LLC \$250.00; RUNNING DEER LLC \$6,000.00; SAFETY SUPPLY & SIGN CO., INC. \$8,920.40; SANCHEZ-MACHUCA, ROSA \$450.00; SHERVIN'S INDEPENDENT OIL \$126.75; SHERWIN-WILLIAMS CO. \$477.35; SILVERSTAR \$869.73; SNAKE RIVER ROASTING \$47.00; SNOW KING MOUNTAIN RESORT LLC \$212.11; SPRING CREEK ANIMAL HOSPITAL \$399.69; ST JOHN'S HOSPITAL \$195.00; STANDARD PLUMBING SUPPLY CO. \$5.34; SUNRISE ENVIRONMENTAL \$524.71; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$11.00; TETON COUNTY SHERIFF'S-JAIL \$792.00; TETON MOTORS

INC \$821.00; THE AFTERMARKET PARTS COMPANY, LLC \$614.31; THE LODGE @ JACKSON HOLE \$558.00; THYSSEN KRUPP ELEVATOR CORP. \$700.00; TMSC LLC \$4,782.00; TOP TIER TOOLS LLC \$194.75; VALLEY OFFICE SYSTEMS \$844.96; VERIZON WIRELESS \$11,792.79; WAMCO LAB, INC. \$180.00; WESTERN STATE \$135.83; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$15,749.42; WY CHILD SUPPORT ENFORCEMENT \$34.61; WYDOT \$30.00; WYOMING GARAGE DOOR, LLC \$962.00; WYOMING WILDERNESS ASSOC. \$5,000.00; YELLOW IRON EXCAVATION, LLC \$900.00

- C. **Temporary Sign Permit for Teton Science Schools (P23-169).** To approve temporary banner application (P23-169) for Teton Science Schools including the three conditions of approval recommended by the Planning Director in this staff report dated October 2, 2023.
- D. **Lower Valley Energy Sewer Connection Agreement.** To approve the Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Lower Valley Energy and authorize the Mayor to execute the Agreement, subject to minor changes by staff.
- E. **JH Classical Academy Connection Use Agreement Amendment.** To: 1. approve the JHCA request for water supply and wastewater collection and treatment services subject to the conditions of approval set forth in this staff report; 2. direct staff to draft an appropriate Water Supply Connection and Use Agreement to amend and supersede all previous agreements related to the JHCA water service area; 3. direct staff to draft an appropriate Wastewater Treatment Facilities Connection and Use Agreement to amend and supersede all previous agreements related to the JHCA wastewater service area; and 4. present the Agreements to Council for consideration at a future Council Meeting.
- F. **Consideration of Template for Crane Agreements.** To approve the Crane Swing Agreement and Crane Encroachment Agreement templates, as presented in the attachments to this staff report, and authorize the Mayor to execute individual Crane Swing Agreements and Crane Encroachment Agreements, including minor changes, that are consistent with these templates.

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

Amendment to Council Rules and Procedures. Roxanne Robinson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to adopt the updated Council Rules and Procedures as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 23-19: A Resolution Regarding the Policy and Procedure for Naming of Public Places. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the Resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places with the revision to 2.C. as discussed. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance W: An Amendment to the Official Zoning Map for Karns Meadow.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1197 (PART); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 42 ACRES OF LAND: TRACT 1 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 2 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 3 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 4 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE AND NEIGHBORHOOD LOW DENSITY-3; TRACT 5 FROM NEIGHBORHOOD LOW DENSITY-1 TO PUBLIC/SEMI-PUBLIC; TRACT 6 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 8 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; AND ESTABLISHING AN EFFECTIVE DATE.

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

Tyler Valentine made staff comment. Bob Lenz, Larry Craig, Susan Marsh, Kevin Krasnow, and Pedro Rodriguez made public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve ordinance W on first reading. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Arne Jorgensen, and Jessica Sell Chambers in favor and Jim Rooks and Jonathan Schechter opposed. The motion carried.

Appointment of Mayor Pro Tempore and Action Mayor Pro Tempore. There was no public comment. Mayor Morton Levinson appointed Arne Jorgensen to serve as the Mayor Pro Tempore and Jim Rooks to serve as the Acting Mayor Pro Tempore.

Joint Funding Committee Update. Arne Jorgensen and Jim Rooks provided an update. Joint Departments will report out individually in an upcoming Committee meeting.

Other Matters from Mayor and Council. Jim Rooks provided an update from Teton County School District and Energy Conservation Works meetings. Council discussed the Mayor and Town Manager’s recent trip to Washington D.C. to meet with State representatives and grant consultants. Arne Jorgensen provided an updated from Destination Stewardship Council meetings.

Letter of Support for Bonneville Environmental Foundation. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve the letter of support for Bonneville Environmental Foundation (BEF) grant request. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on the 2024 Council Meeting Calendar, Bar & Grill Liquor Licenses, and an application for Clean Water Act Section 319 grant. Mayor Morton Levinson requested that a poll be issued to move the Bar & Grill Liquor License public hearing to a later date. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:49 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	84202023	PAYROLL DEDUCTIONS	09/01/2023	96.00	96.00	09/26/2023
Total 328:					96.00	96.00	
425	ACE EQUIPMENT & SUPPLY	175868	GUTTER BROOM	09/08/2023	3,113.88	.00	
Total 425:					3,113.88	.00	
51	ACE HARDWARE	836745	PHIL PAN SCREWS	08/10/2023	2.58	.00	
51	ACE HARDWARE	840528	SPRAY PAINT	09/12/2023	84.95	.00	
51	ACE HARDWARE	840803	CARGO STRAP	09/13/2023	19.98	.00	
51	ACE HARDWARE	841226	DUCT TAPE	09/18/2023	12.99	.00	
51	ACE HARDWARE	841239	BEST STAINER	09/18/2023	13.99	.00	
51	ACE HARDWARE	841257	SANDING DISCS AND STAIN	09/18/2023	38.97	.00	
51	ACE HARDWARE	841410	MARKING PAINT	09/19/2023	23.98	.00	
51	ACE HARDWARE	841478	SPACKLE	09/20/2023	5.49	.00	
51	ACE HARDWARE	841490	CM EXTENSION WAND	09/20/2023	26.06	.00	
51	ACE HARDWARE	841627	SPRAY PAINT	09/21/2023	11.98	.00	
51	ACE HARDWARE	841681	SAND	09/21/2023	71.92	.00	
51	ACE HARDWARE	841705	PADLOCK	09/21/2023	21.99	.00	
51	ACE HARDWARE	841812	TARP	09/22/2023	113.95	.00	
51	ACE HARDWARE	841817	SHELVING UNIT	09/22/2023	39.99	.00	
51	ACE HARDWARE	841856	COUPLER AND CLAMP	09/23/2023	13.98	.00	
51	ACE HARDWARE	842003	PAINTING SUPPLIES	09/25/2023	12.25	.00	
51	ACE HARDWARE	842040	MULTI-TOOL	09/25/2023	169.98	.00	
51	ACE HARDWARE	842044	ROOF CEMENT	09/25/2023	19.47	.00	
51	ACE HARDWARE	842104	ALUM FLASHING	09/26/2023	29.99	.00	
51	ACE HARDWARE	842163	SPRAY PAINT	09/26/2023	8.48	.00	
51	ACE HARDWARE	842347	KEYS	09/27/2023	17.96	.00	
51	ACE HARDWARE	842498	SUPPLIES	09/28/2023	190.92	.00	
51	ACE HARDWARE	843127	BRUSH WHEEL	10/04/2023	7.49	.00	
51	ACE HARDWARE	843165	SAW BLADE	10/04/2023	26.99	.00	
Total 51:					986.33	.00	
2269	AFLAC	367690	ACCOUNT #y9599	09/25/2023	2,399.87	2,399.87	09/26/2023
Total 2269:					2,399.87	2,399.87	
6686	Allegiance Benefit Plan Manage, I	092123	claims	09/21/2023	19,111.68	19,111.68	09/27/2023
6686	Allegiance Benefit Plan Manage, I	100123	october premium	10/01/2023	88,372.75	88,372.75	10/04/2023
Total 6686:					107,484.43	107,484.43	
5726	AMAZON	19V3-CHPL-RF	AIRTAG HOLDERS	10/04/2023	23.02	.00	
5726	AMAZON	1GW1-97RY-4	PATCHES	09/25/2023	22.48	.00	
5726	AMAZON	1LR3-W74J-M	ADDRESS PLAQUE	09/22/2023	49.96	.00	
5726	AMAZON	1MKJ-T7J7-HV	CONDOR ELITE	09/21/2023	167.80	.00	
5726	AMAZON	1NC1-WQL1-L	PATCHES	09/22/2023	112.38	.00	
5726	AMAZON	1NJJ-DWDK-4	CLEANER KIT	09/19/2023	39.95	.00	
5726	AMAZON	1PLT-N49D-M	FASFEAR	09/22/2023	175.83	.00	
5726	AMAZON	S01-2793560-5	PRIME MEMBERSHIP DUES	09/26/2023	1,299.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5726:					1,890.42	.00	
7221	ANDERS GLASS AND TINT	1090	WINDSHIELD REPLACEMENT	09/13/2023	840.00	.00	
Total 7221:					840.00	.00	
4389	APPLE INC	MA21726454	USB-C ADAPTER	09/20/2023	36.00	.00	
4389	APPLE INC	MA23952632	AIRPODS	09/23/2023	1,112.00	.00	
4389	APPLE INC	MA24679160	AIRTAGS	09/25/2023	99.00	.00	
4389	APPLE INC	MA25632858	IPHONE CASE	09/27/2023	49.00	.00	
4389	APPLE INC	MA25674472	AIRPOD PROS	09/27/2023	278.00	.00	
Total 4389:					1,574.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	09/08/2023	1,094.71	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	09/12/2023	43.23	.00	
1783	AT&T	287279795460	charges for account 28727979546	09/11/2023	251.88	.00	
Total 1783:					1,389.82	.00	
7319	BARTHOLOMEW, COLE	09282023	BAIL REFUND CASE 23-07-0344	09/28/2023	1,500.00	1,500.00	09/28/2023
Total 7319:					1,500.00	1,500.00	
4774	BIG R RANCH & HOME	1635646	SPRAY PAINT	09/12/2023	77.94	.00	
4774	BIG R RANCH & HOME	1636525	UNIFORMS	09/18/2023	99.99	.00	
4774	BIG R RANCH & HOME	1638815	UNIFORM	10/02/2023	149.99	.00	
4774	BIG R RANCH & HOME	1638824	WINTER AND RAIN COAT	10/02/2023	299.98	.00	
Total 4774:					627.90	.00	
3500	BISON LUMBER	2309-822739	DRYWALL	09/27/2023	645.12	.00	
3500	BISON LUMBER	2309-822800	NAILS	09/27/2023	152.42	.00	
Total 3500:					797.54	.00	
1560	BLUE SPRUCE CLEANERS,INC	100123	DRY CLEANING PD	10/01/2023	222.35	.00	
Total 1560:					222.35	.00	
7323	BOBCAT OF ROCK SPRINGS	52660	FILTERS	09/14/2023	965.92	.00	
Total 7323:					965.92	.00	
3303	BRISTOL, JAMES	6675	BUSINESS CARDS	09/26/2023	44.00	.00	
Total 3303:					44.00	.00	
7077	BURKHOLDER, SHAWN	100423	NOVEMBER RENT	10/04/2023	1,942.50	.00	
Total 7077:					1,942.50	.00	
6995	CAMBRIDGE SYSTEMATICS, IN	210070-03	TRAFFIC SIMULATION ANALYSI	09/25/2023	3,656.70	.00	
Total 6995:					3,656.70	.00	
5	CARQUEST AUTO PARTS INC.	6090-627215	SHOCK	09/11/2023	789.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5	CARQUEST AUTO PARTS INC.	6090-627393	GASKET	09/12/2023	45.14	.00	
5	CARQUEST AUTO PARTS INC.	6090-628445	BELT	09/21/2023	25.81	.00	
Total 5:					860.71	.00	
102	CASELLE INC.	127736	CONTRACT SUPPORT	10/01/2023	1,867.00	.00	
Total 102:					1,867.00	.00	
544	CENTURYLINK	307-111-5050-2	307-111-5050 246m	09/07/2023	2,144.29	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	09/13/2023	48.04	.00	
544	CENTURYLINK	656944244	Monthly bill for account 75912352	09/20/2023	70.20	.00	
Total 544:					2,262.53	.00	
6114	CLIMB WYOMING	093023	1ST QUARTER PAYMENT	09/30/2023	1,531.25	.00	
Total 6114:					1,531.25	.00	
7269	COLORADO DOORWAYS INC	983724	CHANGE ORDER CORE FACILI	08/17/2023	1,268.94	.00	
Total 7269:					1,268.94	.00	
69	COMMUNITY ENTRY SERVICES	070623	1ST QUARTER PAYMENT	07/06/2023	45,000.00	.00	
Total 69:					45,000.00	.00	
260	COMMUNITY SAFETY NETWORK	082923	1ST QUARTER	08/29/2023	17,500.00	.00	
Total 260:					17,500.00	.00	
514	CONRAD & BISCHOFF INC.	IN682318-23	FUEL	09/14/2023	37,768.24	.00	
514	CONRAD & BISCHOFF INC.	IN-686726-23	DEF BULK	09/05/2023	1,280.40	.00	
514	CONRAD & BISCHOFF INC.	IN-688693-23	DEF BULK	09/18/2023	1,221.91	.00	
Total 514:					40,270.55	.00	
7317	Coombs, Carrie Kauslick	092823	bond 295 E Snow Kling	09/28/2023	5,000.00	.00	
Total 7317:					5,000.00	.00	
1691	CORE & MAIN LP	T218761	PROCODER MTR	09/15/2023	40,764.65	.00	
Total 1691:					40,764.65	.00	
3001	CREATIVE ENERGIES, LLC	9053	START BUS BARN RMA	09/20/2023	2,688.00	.00	
Total 3001:					2,688.00	.00	
6026	DAUS, MICHAEL	092723	release bond B21-0158 185 Moos	09/27/2023	6,000.00	.00	
Total 6026:					6,000.00	.00	
7111	DAWSON INFRASTRUCTURE S	INV213006	SKATE	09/18/2023	2,296.12	.00	
Total 7111:					2,296.12	.00	
708	DELTA DENTAL PLAN OF WYOM	090123	CLAIMS	09/01/2023	8,012.66	8,012.66	09/28/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
708	DELTA DENTAL PLAN OF WYOM	090123	ADMIN FEE	09/01/2023	5.20	5.20	09/28/2023
Total 708:					8,017.86	8,017.86	
7037	DICK ANDERSON CONSTRUCTI	092723	PAY APP #13 CORE FACILITY	09/27/2023	1,160,055.25	.00	
Total 7037:					1,160,055.25	.00	
6883	DIVISION OF CHILD SUPPORT	100423	case#0005405448	10/04/2023	509.23	509.23	10/04/2023
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	100223	Crime Victim SurchAGE	10/02/2023	330.00	.00	
Total 2175:					330.00	.00	
3408	E.R. OFFICE EXPRESS	21472	PENS	09/11/2023	29.56	.00	
3408	E.R. OFFICE EXPRESS	21503	PENS	09/19/2023	27.99	.00	
3408	E.R. OFFICE EXPRESS	21520	PAPER	09/21/2023	60.54	.00	
3408	E.R. OFFICE EXPRESS	21522	CARD READER	09/21/2023	19.98	.00	
3408	E.R. OFFICE EXPRESS	21525	CALENDAR	07/21/2023	28.85	.00	
3408	E.R. OFFICE EXPRESS	21532	OFFICE SUPPLIES	09/26/2023	215.22	.00	
3408	E.R. OFFICE EXPRESS	21558	PENS	09/29/2023	25.61	.00	
Total 3408:					407.75	.00	
7322	ENCLOSURE SURVEYING	1225	SURVERY SERVICES	08/02/2023	2,969.50	.00	
Total 7322:					2,969.50	.00	
1134	ENERGY LABORATORIES INC.	579088	ANALYSIS PARAMETER	09/08/2023	177.00	.00	
1134	ENERGY LABORATORIES INC.	582595	INFLUENT AND EFFLUENT	09/22/2023	476.00	.00	
1134	ENERGY LABORATORIES INC.	584608	INFLUENT AND EFFLUENT	10/02/2023	203.00	.00	
Total 1134:					856.00	.00	
6552	ETNA TRADE PARK LLC	100423	NOVEMBER RENT	10/04/2023	4,062.00	.00	
Total 6552:					4,062.00	.00	
81	EVANS CONSTRUCTION INC	092523	CHANGE ORDER 038D CORE F	09/25/2023	18,898.50	.00	
81	EVANS CONSTRUCTION INC	092723	CHANGE ORDER 042D CORE F	09/27/2023	19,384.50	.00	
Total 81:					38,283.00	.00	
7228	EVANS, SARA	100523	restitution case 23-02-0140	10/05/2023	300.00	300.00	10/05/2023
Total 7228:					300.00	300.00	
7316	FC EXCAVATION, LLC	092723	RELEASE BOND E23-0275 675	09/27/2023	2,000.00	.00	
Total 7316:					2,000.00	.00	
4294	FIRE SERVICES OF IDAHO	12516916	ANIMAL SHELTER SERVICE CA	06/23/2023	525.00	.00	
4294	FIRE SERVICES OF IDAHO	12518250	SERVICE CALL ANIMAL SHELTE	06/30/2023	230.00	.00	
4294	FIRE SERVICES OF IDAHO	12522637	ALARM MONITORING	07/31/2023	90.00	.00	
4294	FIRE SERVICES OF IDAHO	12524998	ANNUAL FIRE ALARM INSPECTI	08/23/2023	305.00	.00	
4294	FIRE SERVICES OF IDAHO	12525536	ANIMAL SHELTER SERVICE CA	08/23/2023	3,553.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4294:					4,703.25	.00	
7326	FISHPAUGH, KELLIE	092723	REIMBURSEMENT FOR SUPPLI	09/27/2023	345.28	.00	
Total 7326:					345.28	.00	
4709	FLEETPRIDE	108367851	FLARE CONNECT	06/06/2023	44.48	.00	
4709	FLEETPRIDE	108436549	ELBOW	06/08/2023	138.60	.00	
4709	FLEETPRIDE	108674991	MALE ELBOW	06/19/2023	41.58	.00	
4709	FLEETPRIDE	111466235	YEL CHAMBER	09/26/2023	220.78	.00	
Total 4709:					445.44	.00	
6844	GE SOFTWARE	212883	FUEL SITE MODULE	09/30/2023	80.00	.00	
Total 6844:					80.00	.00	
4212	GILLIG LLC	41086333	REGULATOR	09/15/2023	222.61	.00	
4212	GILLIG LLC	5055434	CREDIT	09/14/2023	1,396.02-	.00	
Total 4212:					1,173.41-	.00	
7329	GLOBAL INDUSTRIAL	121040512	PIPE WRENCH	09/28/2023	517.74	.00	
Total 7329:					517.74	.00	
3879	GROSSENBACHER BROS, INC	48722	POLICE NOTEBOOKS	05/10/2023	448.00	448.00	09/29/2023
Total 3879:					448.00	448.00	
4988	HD FOWLER COMPANY	I6366517	FF	04/19/2023	36.00	.00	
4988	HD FOWLER COMPANY	I6515262	VALVE BOX	09/14/2023	45.00	.00	
4988	HD FOWLER COMPANY	I6517798	FAST TAPPING SLEEVE	09/18/2023	914.84	.00	
4988	HD FOWLER COMPANY	I6518065	WEDGE GATE	09/18/2023	692.78	.00	
4988	HD FOWLER COMPANY	I6522482	TAPPING SLEEVE AND PARTS	09/21/2023	1,601.40	.00	
4988	HD FOWLER COMPANY	I6523005	TAPPING SLEEVE	09/22/2023	1,157.05	.00	
Total 4988:					4,447.07	.00	
96	HIGH COUNTRY LINEN	0399065	ADMIN	09/07/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0399065	ADMIN	09/07/2023	6.64	.00	
96	HIGH COUNTRY LINEN	0399065	BUILD MAINT	09/07/2023	26.58	.00	
96	HIGH COUNTRY LINEN	0399065	WWTP	09/07/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0399065	SEWER	09/07/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0399065	SHOP SUPPLIES	09/07/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0399065	FACILITY	09/07/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0399065	STREET	09/07/2023	24.65	.00	
96	HIGH COUNTRY LINEN	0399065	FLEET	09/07/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0399065	WATER	09/07/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0400371	BUILD MAINT	09/14/2023	13.38	.00	
96	HIGH COUNTRY LINEN	0400371	WWTP	09/14/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0400371	SHOP SUPPLIES	09/14/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0400371	fACILITY	09/14/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0400371	STREET	09/14/2023	24.65	.00	
96	HIGH COUNTRY LINEN	0400371	ADMIN	09/14/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0400371	FLEET	09/14/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0400371	SEWER	09/14/2023	14.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0400371	WATER	09/14/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0400371	ADMIN	09/14/2023	6.64	.00	
96	HIGH COUNTRY LINEN	0401724	SHOP SUPPLIES	09/21/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0401724	FACILITY	09/21/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0401724	ADMIN	09/21/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0401724	FLEET	09/21/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0401724	ADMIN	09/21/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0401724	BUILDING MAINTENACE	09/21/2023	164.32	.00	
96	HIGH COUNTRY LINEN	0401724	WWTP	09/21/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0401724	WATER	09/21/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0401724	STREET	09/21/2023	36.99	.00	
96	HIGH COUNTRY LINEN	0401724	SEWER	09/21/2023	14.68	.00	
96	HIGH COUNTRY LINEN	0402643	MATS @ TOWN HALL	09/26/2023	264.04	.00	
96	HIGH COUNTRY LINEN	S0402154	CLEANING SUPPLIES	09/25/2023	162.27	.00	
Total 96:					1,045.01	.00	
6041	HOLE FOOD RESCUE	090223	1ST QUARTER	09/02/2023	6,250.00	.00	
Total 6041:					6,250.00	.00	
4736	IDAHO CHILD SUPPORT RECEI	10042023	case#426985	10/04/2023	564.20	564.20	10/04/2023
Total 4736:					564.20	564.20	
36	IDAHO STATE TAX COMMISSIO	092623	SEPTEMBER WITHHOLDINGS	09/26/2023	5,196.00	5,196.00	09/26/2023
Total 36:					5,196.00	5,196.00	
6720	IMMIGRANT HOPE	100523	1ST QUARTER PAYMENT	10/05/2023	2,000.00	.00	
Total 6720:					2,000.00	.00	
106	INTERSTATE BATTERY	22258518	BATTERIES	09/12/2023	737.80	.00	
106	INTERSTATE BATTERY	22258591	BATTERIES	09/19/2023	291.90	.00	
Total 106:					1,029.70	.00	
110	INTERWEST SUPPLY COMPANY	IN0107177	JOMA RUBBER	09/19/2023	2,665.80	.00	
Total 110:					2,665.80	.00	
2	JACKSON CURBSIDE INC.	00031305	DOWNTOWN RECYCLING	09/10/2023	1,530.00	.00	
Total 2:					1,530.00	.00	
7163	JACKSON GROUP LOCKBOX	648924IFX1	FUEL FILTER	09/14/2023	122.10	.00	
7163	JACKSON GROUP LOCKBOX	650723IF	KIT CARTRIDGE	09/26/2023	2,091.12	.00	
Total 7163:					2,213.22	.00	
6477	Jackson Hole Childrens Museum	214	1ST QUARTER PAYMENT	09/21/2023	5,000.00	.00	
Total 6477:					5,000.00	.00	
7331	JACKSON HOLE CLIMATE ACTI	091323	1ST QUARTER PAYMENT	09/13/2023	2,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7331:					2,500.00	.00	
67	JACKSON HOLE HISTORICAL S	100423	1ST QUARTER PAYMENT	10/04/2023	7,812.50	.00	
Total 67:					7,812.50	.00	
6474	JACKSON HOLE LAW, PC	2065	MUNI COURT SERVICES	09/30/2023	3,505.00	.00	
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	358079	AD#421581	09/27/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	358274	AD#420573	09/30/2023	166.66	.00	
131	JACKSON HOLE NEWS & GUID	358486	AD#421872	10/04/2023	433.20	.00	
Total 131:					1,033.06	.00	
114	JACKSON LUMBER INC	0000923351-0	NAILS	09/27/2023	310.11	.00	
114	JACKSON LUMBER INC	0000924305-0	CEDAR SHINGLES	09/29/2023	376.59	.00	
Total 114:					686.70	.00	
115	JACKSON PAINT AND GLASS, I	1132057	BUS SHELTER GLASS	09/26/2023	4,107.06	.00	
Total 115:					4,107.06	.00	
6890	JAMF SOFTWARE, LLC	INV346640	COM-RC	09/22/2023	3,673.80	.00	
Total 6890:					3,673.80	.00	
239	JH20 WATER CONDITIONING &	1230927727	water @ WWTP	09/27/2023	97.50	.00	
Total 239:					97.50	.00	
7324	JME ELLSWORTH	1021731-IN	RED MIFARE TAGS	09/12/2023	423.93	.00	
Total 7324:					423.93	.00	
139	JORGENSEN ASSOCIATES, PC	52174	19137 FLAT CREEK SEWER	09/23/2023	4,643.74	.00	
139	JORGENSEN ASSOCIATES, PC	52201	START OFFICE REMODEL	10/03/2023	805.00	.00	
139	JORGENSEN ASSOCIATES, PC	52201	CORE FACILITY PROJECT	10/03/2023	69,966.60	.00	
Total 139:					75,415.34	.00	
2485	KENWORTH SALES COMPANY	004P26304	VALVE	09/29/2023	299.05	.00	
Total 2485:					299.05	.00	
6807	LANGUAGE TESTING INTERNA	L76360-IN	TESTING	10/05/2023	41.00	.00	
Total 6807:					41.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14861	DEDUCTIBLE AA240015	10/03/2023	1,000.00	.00	
Total 2224:					1,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 09-	3150 S ADAMS CANYON DR, JA	09/29/2023	181.57	.00	
156	LOWER VALLEY ENERGY INC	92050-003 09-	SPRUCE DR PUMP HOUSE, JA	09/29/2023	318.73	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-005 09-	CACHE KUDAR LT, JACKSON,	09/29/2023	54.06	.00	
156	LOWER VALLEY ENERGY INC	92050-006 09-	N CACHE ST LIGHTING, JACKS	09/29/2023	30.71	.00	
156	LOWER VALLEY ENERGY INC	92050-008 09-	CEMETERY, JACKSON, WY 20	09/29/2023	34.79	.00	
156	LOWER VALLEY ENERGY INC	92050-010 09-	ELY SPRINGS RD WELL 6,7,8, J	09/29/2023	2,664.57	.00	
156	LOWER VALLEY ENERGY INC	92050-014 09-	135 E BROADWAY AVE HEAT TA	09/29/2023	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-016 09-	210 N CACHE ST HOME RANCH	09/29/2023	49.28	.00	
156	LOWER VALLEY ENERGY INC	92050-017 09-	WASTE WATER TRTMT INTERM	09/29/2023	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 09-	RANGEVIEW DR LIFT PUMP CO	09/29/2023	61.36	.00	
156	LOWER VALLEY ENERGY INC	92050-020 09-	S HWY 89 PATHWAY TUNNEL LT	09/29/2023	33.95	.00	
156	LOWER VALLEY ENERGY INC	92050-021 09-	150 E PEARL AVE, JACKSON, W	09/29/2023	1,111.67	.00	
156	LOWER VALLEY ENERGY INC	92050-023 09-	RANGEVIEW DR LOTS 18,19 LT	09/29/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-024 09-	1605 BERGER LN SEWER LIFT	09/29/2023	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-025 09-	450 W SNOW KING AVE NEW S	09/29/2023	411.08	.00	
156	LOWER VALLEY ENERGY INC	92050-026 09-	450 W SNOW KING AVE SHOP, J	09/29/2023	114.48	.00	
156	LOWER VALLEY ENERGY INC	92050-027 09-	RANGEVIEW DR LOTS 20,21 LT	09/29/2023	18.38	.00	
156	LOWER VALLEY ENERGY INC	92050-028 09-	RANGEVIEW DR LOTS 26,27 LT	09/29/2023	18.31	.00	
156	LOWER VALLEY ENERGY INC	92050-030 09-	RANGEVIEW DR LOTS 95,96 LT	09/29/2023	18.12	.00	
156	LOWER VALLEY ENERGY INC	92050-031 09-	MOUNTAIN VIEW LN LOT 38,39	09/29/2023	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050-032 09-	LILAC LN LOTS 88, 89 LTS, JAC	09/29/2023	18.12	.00	
156	LOWER VALLEY ENERGY INC	92050-034 09-	LILAC LN LOTS 80, 81 LTS, JAC	09/29/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-035 09-	RANGEVIEW DR LOTS 41,42 LT	09/29/2023	20.63	.00	
156	LOWER VALLEY ENERGY INC	92050-036 09-	RANGEVIEW DR LOTS 12,13 LT	09/29/2023	16.63	.00	
156	LOWER VALLEY ENERGY INC	92050-039 09-	LILAC LN LOTS 86, 87 LTS, JAC	09/29/2023	18.12	.00	
156	LOWER VALLEY ENERGY INC	92050-040 09-	CORNER CREEK & LILAC LOTS	09/29/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-041 09-	LILAC & DAISY LOTS 99, 101 LT	09/29/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 09-	CORNER CREEK LOTS 68,69 LT,	09/29/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-044 09-	SNOW KING ESTATES BOOSTE	09/29/2023	208.28	.00	
156	LOWER VALLEY ENERGY INC	92050-045 09-	TOWN SQUARE LIGHTS, JACKS	09/29/2023	88.63	.00	
156	LOWER VALLEY ENERGY INC	92050-047 09-	WASTE WATER TRTMT UV BLD	09/29/2023	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 09-	WASTE WATER TRTMT PTB 545	09/29/2023	12,393.29	.00	
156	LOWER VALLEY ENERGY INC	92050-050 09-	2 MG TANK, JACKSON, WY 200	09/29/2023	17.98	.00	
156	LOWER VALLEY ENERGY INC	92050-051 09-	WELL #5 KARNs MEADOW DR,	09/29/2023	2,529.99	.00	
156	LOWER VALLEY ENERGY INC	92050-052 09-	675 E BROADWAY AVE WELL #1	09/29/2023	1,795.23	.00	
156	LOWER VALLEY ENERGY INC	92050-053 09-	WELLS #2 & #3, JACKSON, WY	09/29/2023	3,669.20	.00	
156	LOWER VALLEY ENERGY INC	92050-054 09-	CITY WELL ELK REF 1, JACKSO	09/29/2023	13.73	.00	
156	LOWER VALLEY ENERGY INC	92050-055 09-	CITY WELL ELK REF 2, JACKSO	09/29/2023	15.21	.00	
156	LOWER VALLEY ENERGY INC	92050-059 09-	440 W SNOW KING AVE POLICE	09/29/2023	13.73	.00	
156	LOWER VALLEY ENERGY INC	92050-060 09-	400 W SNOW KING AVE S GAR,	09/29/2023	37.38	.00	
156	LOWER VALLEY ENERGY INC	92050-061 09-	400 W SNOW KING AVE PUBLIC	09/29/2023	83.20	.00	
156	LOWER VALLEY ENERGY INC	92050-074 09-	CRABTREE LN THAW WELL #2,	09/29/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 09-	145 W HANSEN AVE FRONT, JA	09/29/2023	124.48	.00	
156	LOWER VALLEY ENERGY INC	92050-079 09-	145 W HANSEN AVE BACK, JAC	09/29/2023	74.92	.00	
156	LOWER VALLEY ENERGY INC	92050-081 09-	IRR CONTROL & LTS PEARL ST,	09/29/2023	23.22	.00	
156	LOWER VALLEY ENERGY INC	92050-082 09-	400 W SNOW KING AVE E STOR	09/29/2023	34.43	.00	
156	LOWER VALLEY ENERGY INC	92050-090 09-	955 MAPLE WAY, JACKSON, WY	09/29/2023	54.65	.00	
156	LOWER VALLEY ENERGY INC	92050-092 09-	3150 S ADAMS CANYON DR ANI	09/29/2023	111.10	.00	
156	LOWER VALLEY ENERGY INC	92050-102 09-	145 W HANSEN AVE FRONT, JA	09/29/2023	29.99	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	09/29/2023	1,907.25	.00	
156	LOWER VALLEY ENERGY INC	92050-106 09-	940 SIMON LN, JACKSON, WY	09/29/2023	90.03	.00	
156	LOWER VALLEY ENERGY INC	92050-111 09-2	PEARL & WILLOW ST LTS, JACK	09/29/2023	18.70	.00	
156	LOWER VALLEY ENERGY INC	92050-114 09-2	210 N CACHE ST HOME RANCH	09/29/2023	259.27	.00	
156	LOWER VALLEY ENERGY INC	92050-126 09-	SPRING WATER LN LIFT STATIO	09/29/2023	32.24	.00	
156	LOWER VALLEY ENERGY INC	92050-127 09-	3337 S CODY CREEK DR LIFT S	09/29/2023	140.43	.00	
156	LOWER VALLEY ENERGY INC	92050-130 09-	3 CREEK RANCH AFFORDABLE	09/29/2023	23.42	.00	
156	LOWER VALLEY ENERGY INC	92050-131 09-	195 E DELONEY AVE RESTROO	09/29/2023	150.68	.00	
156	LOWER VALLEY ENERGY INC	92050-132 09-	160 S MILLWARD ST PARKING	09/29/2023	1,039.26	.00	
156	LOWER VALLEY ENERGY INC	92050-134 09-	160 S MILLWARD ST PARKING	09/29/2023	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-332 09-	185 N GLENWOOD ST LTS, JAC	09/29/2023	32.15	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-334 09-	JOSEPHINE LOOP LOT 15 LIFT	09/29/2023	92.89	.00	
156	LOWER VALLEY ENERGY INC	92050-336 09-	HIDDEN RANCH PATHWAY TUN	09/29/2023	21.87	.00	
156	LOWER VALLEY ENERGY INC	92050-341 09-	210 N CACHE ST HOME RANCH	09/29/2023	28.51	.00	
156	LOWER VALLEY ENERGY INC	92050-342 09-	25 S REDMOND ST LT PEDESTA	09/29/2023	32.86	.00	
156	LOWER VALLEY ENERGY INC	92050-345 09-	930 SIMON LN, JACKSON, WY	09/29/2023	78.81	.00	
156	LOWER VALLEY ENERGY INC	92050-353 09-	W DELONEY & BROADWAY LTS,	09/29/2023	82.04	.00	
156	LOWER VALLEY ENERGY INC	92050-355 09-	S CACHE SE OF CENTER ARTS	09/29/2023	74.74	.00	
156	LOWER VALLEY ENERGY INC	92050-356 09-	55 KARNs MEADOW DR START	09/29/2023	7.83	.00	
156	LOWER VALLEY ENERGY INC	92050-357 09-	55 KARNs MEADOW DR START	09/29/2023	385.90	.00	
156	LOWER VALLEY ENERGY INC	92050-358 09-	650 W BROADWAY PATHWAY LT	09/29/2023	68.02	.00	
156	LOWER VALLEY ENERGY INC	92050-359 09-	MILLER PARK PARKING LOT CH	09/29/2023	193.08	.00	
156	LOWER VALLEY ENERGY INC	92050-360 09-	1035 W BROADWAY AVE PATH	09/29/2023	30.20	.00	
156	LOWER VALLEY ENERGY INC	92050-361 09-	625 W BROADWAY AVE NEW P	09/29/2023	20.38	.00	
156	LOWER VALLEY ENERGY INC	92050-362 09-	STELLARIA LN/S HWY 89 LIGHT	09/29/2023	20.25	.00	
156	LOWER VALLEY ENERGY INC	92050-363 09-	455 VINE ST UTIL, JACKSON, W	09/29/2023	41.26	.00	
156	LOWER VALLEY ENERGY INC	92050-364 09-	65 VIRGINIAN LN #5, JACKSON,	09/29/2023	30.19	.00	
156	LOWER VALLEY ENERGY INC	92050-365 09-	65 VIRGINIAN LN #7, JACKSON,	09/29/2023	39.61	.00	
156	LOWER VALLEY ENERGY INC	92050-367 09-	455 VINE ST APT #3, JACKSON,	09/29/2023	49.69	.00	
156	LOWER VALLEY ENERGY INC	92050-368 09-	455 VINE ST APT #4, JACKSON,	09/29/2023	48.53	.00	
156	LOWER VALLEY ENERGY INC	92050-370 09-	2022 WILDFLOWER CT, JACKS	09/29/2023	46.25	.00	
156	LOWER VALLEY ENERGY INC	92050-371 09-	2022 WILDFLOWER CT, JACKS	09/29/2023	40.28	.00	
156	LOWER VALLEY ENERGY INC	92050-374 09-	455 VINE ST APT #1, JACKSON,	09/29/2023	53.29	.00	
156	LOWER VALLEY ENERGY INC	92050-375 09-	155 E PEARL AVE, JACKSON, W	09/29/2023	22.84	.00	
156	LOWER VALLEY ENERGY INC	92050-376 09-	149 E PEARL AVE, JACKSON, W	09/29/2023	57.61	.00	
156	LOWER VALLEY ENERGY INC	92050-378 09-	145 E PEARL AVE #A EAST, JAC	09/29/2023	32.99	.00	
156	LOWER VALLEY ENERGY INC	92050-381 09-	915 SIMON LN, JACKSON, WY	09/29/2023	49.27	.00	
156	LOWER VALLEY ENERGY INC	92050-382 09-	BUDGE DR LT SYSTEM, JACKS	09/29/2023	20.12	.00	
156	LOWER VALLEY ENERGY INC	92050-383 09-	SNOW KING DR WATER TANK C	09/29/2023	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-385 09-	85 N SPRING GULCH RD SPRIN	09/29/2023	191.50	.00	
156	LOWER VALLEY ENERGY INC	92050-388 09-	121 SHERWOOD CT BLDG 2 BU	09/29/2023	26.81	.00	
156	LOWER VALLEY ENERGY INC	92050-389 09-	1640 MARTIN LN LIFT STATION,	09/29/2023	21.15	.00	
156	LOWER VALLEY ENERGY INC	92050-390 09-	400 W SNOW KING AVE HOUSI	09/29/2023	145.28	.00	
156	LOWER VALLEY ENERGY INC	92050-391 09-	400 W SNOW KING AVE PARK M	09/29/2023	18.17	.00	
156	LOWER VALLEY ENERGY INC	92050-392 09-	400 W SNOW KING AVE ADMIN,	09/29/2023	298.04	.00	
156	LOWER VALLEY ENERGY INC	92050-393 09-	400 W SNOW KING AVE EMPLO	09/29/2023	256.68	.00	
156	LOWER VALLEY ENERGY INC	92050-395 09-	145 E PEARL AVE #C LOFT, JAC	09/29/2023	43.07	.00	
156	LOWER VALLEY ENERGY INC	92050-396 09-	145 E PEARL AVE HSE/CMN, JA	09/29/2023	75.00	.00	
156	LOWER VALLEY ENERGY INC	92050-397 09-	145 E PEARL AVE #B WEST, JA	09/29/2023	51.73	.00	
156	LOWER VALLEY ENERGY INC	92050-398 09-	155 E PEARL AVE, JACKSON, W	09/29/2023	21.25	.00	
156	LOWER VALLEY ENERGY INC	92050-399 09-	155 E PEARL AVE, JACKSON, W	09/29/2023	35.00	.00	
156	LOWER VALLEY ENERGY INC	92050-401 09-	455 VINE ST APT #2, JACKSON,	09/29/2023	59.14	.00	
156	LOWER VALLEY ENERGY INC	92050-405 09-	3585 S CANADIAN DR, JACKSO	09/29/2023	68.76	.00	
156	LOWER VALLEY ENERGY INC	92050-406 09-	3585 S CANADIAN DR, JACKSO	09/29/2023	22.06	.00	
156	LOWER VALLEY ENERGY INC	92050-407 09-	130 E KELLY AVE #23, JACKSO	09/29/2023	21.48	.00	
156	LOWER VALLEY ENERGY INC	92050-409 09-	6905 W HWY 22 RENTAL, WILS	09/29/2023	61.63	.00	
156	LOWER VALLEY ENERGY INC	92050-410 09-	910 SMITH LN, JACKSON, WY	09/29/2023	76.24	.00	
156	LOWER VALLEY ENERGY INC	92050-413 09-	76 E CIRCLE DR, THAYNE, WY	09/29/2023	29.50	.00	
Total 156:					33,606.88	.00	
7112	MARKMAN, JASON	100423	NOVEMBER RENT	10/04/2023	1,995.00	.00	
Total 7112:					1,995.00	.00	
6974	MELCER, STEPHEN	100523	return bond 1030 upper cache cre	10/05/2023	1,000.00	1,000.00	10/05/2023
Total 6974:					1,000.00	1,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
258	MENTAL HEALTH & RECOVERY	1303	2ND QUARTER	07/21/2023	45,250.00	.00	
258	MENTAL HEALTH & RECOVERY	1362	1ST QUARTER	10/02/2023	45,250.00	.00	
Total 258:					90,500.00	.00	
5182	METADOME, LLC	61527	CAST IRON CUSTOM PLATES	09/12/2023	6,751.00	.00	
Total 5182:					6,751.00	.00	
998	METROQUIP INC	P23493	SAFETY SNAP PIN	09/26/2023	219.31	.00	
998	METROQUIP INC	P23494	SEAL AND LATCHES	09/26/2023	847.85	.00	
Total 998:					1,067.16	.00	
7325	MICROSOFT	E0400O17M7	ONLINE SERVICES	08/17/2023	3,300.00	.00	
Total 7325:					3,300.00	.00	
257	NAPAAUTO PARTS INC.	150687	WHEEL	07/05/2023	53.99	.00	
257	NAPAAUTO PARTS INC.	164036	GREASE	08/25/2023	77.58	.00	
257	NAPAAUTO PARTS INC.	165608	FILLER	08/31/2023	22.18	.00	
257	NAPAAUTO PARTS INC.	168227	FILLER	09/13/2023	11.09	.00	
257	NAPAAUTO PARTS INC.	168435	FILLER	09/13/2023	11.14	.00	
257	NAPAAUTO PARTS INC.	169570	FILLER	09/18/2023	8.88	.00	
257	NAPAAUTO PARTS INC.	169788	AIR FILTER	09/19/2023	69.94	.00	
257	NAPAAUTO PARTS INC.	169856	ALTERNATOR	09/19/2023	239.57	.00	
257	NAPAAUTO PARTS INC.	171436	RIGHT STUFF	09/26/2023	33.98	.00	
257	NAPAAUTO PARTS INC.	171698	BELT	09/26/2023	25.49	.00	
Total 257:					553.84	.00	
187	NELSON ENGINEERING	62686	21-060-01 THAW WELL	09/30/2023	1,217.00	.00	
Total 187:					1,217.00	.00	
6607	OPS STRATEGIES, LLC	23014	BUILDING PERMIT ANALYSIS	09/25/2023	2,275.00	.00	
6607	OPS STRATEGIES, LLC	23015	TOWN LDR CLEANUP	09/25/2023	3,150.00	.00	
Total 6607:					5,425.00	.00	
7328	OPTOLASH	091123	REFUND APPLICATION FEE BU	09/11/2023	110.00	.00	
Total 7328:					110.00	.00	
3222	OTIS ELEVATOR COMPANY	100400568983	SNOW KING ELEVATOR	11/05/2021	4,761.29	.00	
3222	OTIS ELEVATOR COMPANY	100401253792	SNOW KING ELEVATOR	07/17/2023	5,741.40	.00	
3222	OTIS ELEVATOR COMPANY	L10000016936	ELEVATOR SNOW KING	05/25/2023	1,015.43	.00	
3222	OTIS ELEVATOR COMPANY	L10000035068	LATE FEES	08/07/2023	423.10	.00	
Total 3222:					11,941.22	.00	
7315	PARK, JO ELLEN	100523	Restitution case 23-06-0384	10/05/2023	714.36	714.36	10/05/2023
Total 7315:					714.36	714.36	
6483	PREMIER TRUCK- SALT LAKE C	775526648	DOOR HANDLE	09/18/2023	89.98	.00	
6483	PREMIER TRUCK- SALT LAKE C	775532377	REPLACER	09/14/2023	289.81	.00	
6483	PREMIER TRUCK- SALT LAKE C	775535966	WATER PUMP	09/19/2023	590.11	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6483	PREMIER TRUCK- SALT LAKE C	CM775533520	CORE RETURN	09/18/2023	282.63-	.00	
Total 6483:					687.27	.00	
7320	PRICE, MARY KATHERINE	100623	RESTITUTION CASE 23-07-0100	10/06/2023	75.00	.00	
Total 7320:					75.00	.00	
215	RED'S AUTO GLASS, INC.	I042251	DOMESTIC	08/31/2023	840.00	.00	
Total 215:					840.00	.00	
4691	SCHOW'S TRUCK CENTER	C005056266:0	BRAKE SHOW KIT	09/20/2023	151.92	.00	
Total 4691:					151.92	.00	
7203	SCHWARTZ, ANDY	092923	LOBBY SERVICES	09/29/2023	4,167.00	.00	
Total 7203:					4,167.00	.00	
231	SHERVIN'S INDEPENDENT OIL	T080923	SERVICE	08/09/2023	59.97	.00	
Total 231:					59.97	.00	
4359	SHERWIN-WILLIAMS CO.	3232-3	PAINT	09/28/2023	109.15	.00	
Total 4359:					109.15	.00	
6365	SIGN IT NOW INC	9435	SIGNAGE	09/01/2023	1,785.87	.00	
6365	SIGN IT NOW INC	9566	BUSINESS CARDS	09/01/2023	162.50	.00	
Total 6365:					1,948.37	.00	
4720	SILVERSTAR	54639 1023	MONTHLY SERVICE ACCOUNT	10/01/2023	2,696.42	.00	
4720	SILVERSTAR	654791 1023	MONTHLY SERVICE	10/01/2023	869.73	.00	
Total 4720:					3,566.15	.00	
7106	SMITH PSYCHOLOGICAL SERVI	6419	PHYS EVAL	09/29/2023	400.00	.00	
Total 7106:					400.00	.00	
4699	SNAKE RIVER ROASTING	802078	COFFEE	09/20/2023	168.35	.00	
Total 4699:					168.35	.00	
5633	SNAKE RIVER SUPPLY, LLC	092723	CHANGE ORDER 041D CORE F	09/27/2023	300,000.00	.00	
Total 5633:					300,000.00	.00	
5456	Snow King Mountain Resort LLC	092823	SPECIAL USE FEE	09/28/2023	2,500.00	.00	
Total 5456:					2,500.00	.00	
7050	SOSA'S JANITORIAL SERVICE	092623	TOWN HALL CLEANING	09/26/2023	5,760.00	.00	
Total 7050:					5,760.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6838	SPSC POA - South Park Services	100123	WATER AND LOT FEE	10/01/2023	301.38	.00	
Total 6838:					301.38	.00	
6871	STANDARD INSURANCE COMP	090123	VOLUNTARY LIFE SEPTEMBER	09/01/2023	1,139.20	1,139.20	09/28/2023
6871	STANDARD INSURANCE COMP	090123	VOLUNTARY POLICIES	09/01/2023	1,337.92	1,337.92	09/28/2023
6871	STANDARD INSURANCE COMP	090123	STD, LTD LIFE SEPTEMBER 202	09/01/2023	7,089.33	7,089.33	09/28/2023
Total 6871:					9,566.45	9,566.45	
3989	STINKY PRINTS, INC	72003	POSTERS	08/29/2023	119.88	.00	
Total 3989:					119.88	.00	
7088	STONE, KIRK	100423	NOVEMBER RENT	10/04/2023	2,940.00	.00	
Total 7088:					2,940.00	.00	
245	SUBURBAN PROPANE	092023	PROPANE 1438-051251	09/20/2023	170.42	.00	
Total 245:					170.42	.00	
1443	TETON COUNTY CLERK	100423FE	AUGUST 2023 FIRE/EMS	10/04/2023	243,661.42	.00	
1443	TETON COUNTY CLERK	100423FES	SEPTEMBER FIRE/EMS	10/04/2023	243,661.42	.00	
1443	TETON COUNTY CLERK	100423H A	AUGUST HOUSING 2023	10/04/2023	43,460.83	.00	
1443	TETON COUNTY CLERK	100423H S	SEPTEMBER HOUSING	10/04/2023	43,460.83	.00	
1443	TETON COUNTY CLERK	100423PR A	AUGUST 2023 PARKS AND REC	10/04/2023	204,554.25	.00	
1443	TETON COUNTY CLERK	100423PR S	SEPTEMBER 2023 PARKS & RE	10/04/2023	90,891.50	.00	
1443	TETON COUNTY CLERK	100423PR S	SEPTEMBER 2023 PARKS & RE	10/04/2023	113,662.75	.00	
Total 1443:					983,353.00	.00	
581	TETON COUNTY INTEGRATED	6400060	DUMP FEES	09/28/2023	126.00	.00	
581	TETON COUNTY INTEGRATED	640035	DUMP FEES	09/28/2023	283.00	.00	
581	TETON COUNTY INTEGRATED	8769	HAZARDOUS WASTE DISPOSAL	07/05/2023	6.80	.00	
Total 581:					415.80	.00	
2362	TETON COUNTY PUBLIC HEALT	24-1503	DRINKING WATER TESTS	10/05/2023	200.00	.00	
Total 2362:					200.00	.00	
996	TETON COUNTY SPECIAL FIRE	100423CAP	SEPTEMBER 2023 CAPITAL	10/04/2023	52.88	.00	
Total 996:					52.88	.00	
1614	TETON COUNTY-FUND 10	091223D	AUGUST DISPATCH	09/12/2023	47,865.78	.00	
1614	TETON COUNTY-FUND 10	091223EM	AUGUST EMERGENCY MANAG	09/12/2023	12,759.54	.00	
1614	TETON COUNTY-FUND 10	091223P	AUGUST PLANNING	09/12/2023	5,768.43	.00	
1614	TETON COUNTY-FUND 10	091223P	AUGUST PLANNING	09/12/2023	7,150.57	.00	
1614	TETON COUNTY-FUND 10	091223PATH	AUGUST PATHWAYS	09/12/2023	11,473.23	.00	
1614	TETON COUNTY-FUND 10	100423D	SEPTEMBER DISPATCH	10/04/2023	70,642.20	.00	
1614	TETON COUNTY-FUND 10	100423EM	SEPTEMBER EMERGENCY MA	10/04/2023	18,379.59	.00	
1614	TETON COUNTY-FUND 10	100423PATH	SEPTEMBER PATHWAYS	10/04/2023	8,439.48	.00	
1614	TETON COUNTY-FUND 10	100423PLAN	SEPTEMBER PLANNING	10/04/2023	10,149.21	.00	
1614	TETON COUNTY-FUND 10	100423PLAN	SEPTEMBER PLANNING	10/04/2023	8,458.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1614:					201,086.28	.00	
166	TETON COUNTY-FUND 19	091223C	AUGUST 2023 CAPITAL	09/12/2023	25,456.40	.00	
166	TETON COUNTY-FUND 19	100423	SEPTEMBER CAPITAL 2023	10/04/2023	30,606.96	.00	
166	TETON COUNTY-FUND 19	100423	SEPTEMBER CAPITAL 2023	10/04/2023	12,279.70	.00	
Total 166:					68,343.06	.00	
392	TETON LITERACY CENTER	082923	1ST QUARTER FUNDING	08/29/2023	6,700.00	.00	
Total 392:					6,700.00	.00	
268	TETON MOTORS INC	091923	2020 SUBARU FORESTER	09/19/2023	29,000.00	.00	
268	TETON MOTORS INC	5107481	INJECTOR KIT	08/30/2023	526.53	.00	
268	TETON MOTORS INC	5107501	INJECTOR KIT	08/31/2023	188.04	.00	
268	TETON MOTORS INC	5107545	CYLINDER	09/05/2023	58.82	.00	
268	TETON MOTORS INC	5107675	FILTER	09/19/2023	65.88	.00	
268	TETON MOTORS INC	5107689	CREDIT	09/20/2023	50.00-	.00	
268	TETON MOTORS INC	5107697	GASKETS AND PARTS	09/21/2023	325.03	.00	
268	TETON MOTORS INC	5107704	CREDIT	09/21/2023	58.82-	.00	
268	TETON MOTORS INC	RO 8019846/1	REPAIR	08/09/2023	1,441.63	.00	
Total 268:					31,497.11	.00	
5895	TETON MOUNTAIN RANCH	2395	SWEEPING	08/01/2023	1,100.00	.00	
5895	TETON MOUNTAIN RANCH	2459	SWEEPINGS	09/30/2023	400.00	.00	
5895	TETON MOUNTAIN RANCH	2933	SWEEPINGS	08/31/2023	400.00	.00	
Total 5895:					1,900.00	.00	
270	TETON RENTAL CENTER	134432	COMPOST	10/02/2023	60.75	.00	
Total 270:					60.75	.00	
3162	TETON TRASH REMOVAL, INC.	23 OCT 574	145 HANSEN TRASH	10/01/2023	103.00	.00	
Total 3162:					103.00	.00	
3237	THE AFTERMARKET PARTS CO	83149500	HARNESS	09/15/2023	1,247.54	.00	
3237	THE AFTERMARKET PARTS CO	83154357	ALTERNATOR	09/20/2023	2,352.48	.00	
Total 3237:					3,600.02	.00	
154	THE CHILDREN'S LEARNING C	042623	2ND QUARTER PAYMENT	10/05/2023	37,822.75	.00	
154	THE CHILDREN'S LEARNING C	082323	1ST QUARTER PAYMENT	08/23/2023	37,822.75	.00	
Total 154:					75,645.50	.00	
6941	THE CONNOR E FIELD TRUST	100423	NOVEMBER RENT	10/04/2023	2,575.00	.00	
Total 6941:					2,575.00	.00	
7131	THOMPSON LOGGING, INC	66715	2X 8 MATERIAL	09/22/2023	4,040.00	.00	
Total 7131:					4,040.00	.00	
3955	THOMSON WEST	948024188	SUBSCRIPTION CHARGES	10/01/2023	460.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3955	THOMSON WEST	948024188	SUBSCRIPTION CHARGES	10/01/2023	460.47	.00	
Total 3955:					920.94	.00	
6363	TMSC LLC	2023-005-7A	FACILITIES MAINTENANCE	10/04/2023	750.00	.00	
6363	TMSC LLC	2023-005-7B	SKEC	10/04/2023	240.00	.00	
6363	TMSC LLC	2023-005-7C	155 E PEARL	10/04/2023	710.00	.00	
Total 6363:					1,700.00	.00	
7162	TRC FABRICATION, LLC	5164 TOJ	CORE FACILITY MATERIALS	09/19/2023	20,761.00	.00	
Total 7162:					20,761.00	.00	
7318	TREINEN, KEVIN	092823	BAIL REFUND CASE 23-05-0029	09/28/2023	740.00	740.00	09/28/2023
Total 7318:					740.00	740.00	
7284	UCM DIGITAL HEALTH, INC	090123	SEPTEMBER PREMIUM	09/01/2023	851.50	851.50	09/28/2023
Total 7284:					851.50	851.50	
706	USA BLUE BOOK	294374	COVERALLS	03/09/2023	147.73	.00	
Total 706:					147.73	.00	
3881	VALLEY OFFICE SYSTEMS	AR1216545	CONTRACT COPIER	09/21/2023	532.86	.00	
Total 3881:					532.86	.00	
3070	VALLEY WEST ENGINEERING,	1718	Rancher St Design	09/14/2023	568.08	.00	
3070	VALLEY WEST ENGINEERING,	1718	Rancher St Design	09/14/2023	74.88	.00	
3070	VALLEY WEST ENGINEERING,	1718	Rancher St Design	09/14/2023	77.04	.00	
3070	VALLEY WEST ENGINEERING,	1719	SNOW KING DR	09/14/2023	1,800.00	.00	
Total 3070:					2,520.00	.00	
5826	VANDE KIEFT, MARY	092723	OVERPAYMENT REIMBURSEME	09/27/2023	1,800.00	.00	
Total 5826:					1,800.00	.00	
7327	VERSARE SOLUTIONS, LLC	21135	HUSH PANELS	07/17/2023	12,712.40	.00	
Total 7327:					12,712.40	.00	
7176	VICTOR VILLAGE, LLC	100423	NOVEMBER RENT	10/04/2023	1,560.00	.00	
Total 7176:					1,560.00	.00	
3420	VISA	092223	Payemnt toward furture travel	09/22/2023	2,000.00	2,000.00	09/27/2023
Total 3420:					2,000.00	2,000.00	
5022	VISION SERVICE PLAN - (WY)	090123	SEPTEMBER PREMIJM	09/01/2023	1,805.76	1,805.76	09/28/2023
Total 5022:					1,805.76	1,805.76	
7330	VOICES JACKSON HOLE	TOJ2023-1	1ST QUARTER PAYMENT	09/20/2023	3,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7330:					3,750.00	.00	
7321	WAVERLY WEST LLC	100523	RELEASE BOND 675 S GLENW	10/05/2023	5,000.00	.00	
7321	WAVERLY WEST LLC	100523	RELEASE BOND 675 S GLENW	10/05/2023	6,000.00	.00	
Total 7321:					11,000.00	.00	
6226	WEST COAST CODE CONSULT	UT23-579-008	PLAN REVIEW SERVICES	09/05/2023	8,680.00	.00	
6226	WEST COAST CODE CONSULT	UT23-579-009	INSPECTION SERVICES	09/11/2023	2,995.00	.00	
Total 6226:					11,675.00	.00	
1640	WESTERN STATE	IN002533205	SERVICE CALL	09/19/2023	1,028.36	.00	
1640	WESTERN STATE	IN002537899	GLASS	09/22/2023	1,001.18	.00	
Total 1640:					2,029.54	.00	
2802	WESTWOOD CURTIS	092623	flat creek rebuild payment #3	09/26/2023	5,580.00	.00	
2802	WESTWOOD CURTIS	092623	flat creek rebuild payment #3	09/26/2023	248,368.21	.00	
2802	WESTWOOD CURTIS	092623	flat creek rebuild payment #3	09/26/2023	6,832.80	.00	
Total 2802:					260,781.01	.00	
7081	WILMA D SORSBY TRUST	100423	NOVEMBER RENT	10/04/2023	3,150.00	.00	
Total 7081:					3,150.00	.00	
4012	WILSON HARDWARE	426345	TRASH CAN	08/02/2023	324.99	.00	
Total 4012:					324.99	.00	
6117	WILSON, JOHN	100423	NOVEMBER RENT	10/04/2023	2,200.00	.00	
Total 6117:					2,200.00	.00	
4139	WY WORKERS' SAFETY & COM	092623	OCTOBER PREMIUM	09/26/2023	19,184.89	19,184.89	09/26/2023
Total 4139:					19,184.89	19,184.89	
504	WYDOT	092523	Transfer 1 city PLATE	09/25/2023	2.00	2.00	09/28/2023
504	WYDOT	092523	2 NEW PLATES	09/25/2023	20.00	20.00	09/28/2023
Total 504:					22.00	22.00	
406	WYOMING LAW ENFORCEMEN	100223	OET FEE SEPTEMBER 2023	10/02/2023	120.00	.00	
Total 406:					120.00	.00	
329	WYOMING RETIREMENT SYST	3096425922	SEPTEMBER CONTRIBUTIONS	09/26/2023	165,594.04	165,594.04	09/27/2023
Total 329:					165,594.04	165,594.04	
4979	WYOMING WATER QUALITY & P	2011-2884 A	CONFERENCE REGISTRATION	09/19/2023	242.00	.00	
Total 4979:					242.00	.00	
1764	WYOMING.COM INC	2171547	DOMAIN HOSTING	10/05/2023	5.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1764:					5.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86773	455 VINE	07/31/2023	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86985	ANIMAL SHELTER TRASH	07/31/2023	160.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86986	TOWN HALL TRASH REMOVAL	07/31/2023	1,040.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86987	CITY SHOPS TRASH	07/31/2023	1,775.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86989	SNOW KING HOUSING	07/31/2023	720.00	.00	
2842	YELLOW IRON EXCAVATION, LL	87454	6905 S HWY 22 TRASH	08/31/2023	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	87837	915 SIMON LANE	08/31/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	89193	455 VINE	09/30/2023	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	89409	ANIMAL SHELTER TRASH	09/30/2023	225.00	.00	
Total 2842:					4,170.00	.00	
Grand Totals:					4,056,120.07	327,994.59	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT CWC Semester Enrollment (P23-146)	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

The Central Wyoming College has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise Semester Classes Enrollment (see attached for 11' x 8' vinyl).

- 105 Buffalo Way, Albertsons:
 - November 5-18, 2023
 - April 14-27, 2024

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

Recommendations.

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

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

- 105 Buffalo Way, Albertsons:
 - November 5-18, 2023
 - April 14-27, 2024

Background.

NA

Analysis & Key Policy Questions.

NA

Possible Alternatives.

NA

Comprehensive Plan & Priority Alignment.

NA

Fiscal Impact.

NA

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P23-146) for Central Wyoming College Semester Enrollment including the three conditions of approval recommended by the Planning Director in this staff report dated October 16, 2023.

Location: 105 Buffalo Way (Albertson's)
Banner Design: 11' x 8' Orange, Black, White
Material: Vinyl





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: CWC sign up for classes Physical Address of Event: CWC Jackson 240 S Glenwood
Description of Event: Opportunity to sign up for semester classes
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 4795, Jackson 83001 Phone: 307-733-7425
E-mail: jacksoninfo@cwj.edu ZIP: 83001
Non-Profit: ☒ For Profit: ☐

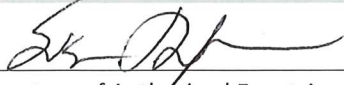
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way 83001</u>	Physical Address: _____
Dates of Display: <u>Nov 5 - 18 2023; April 14 - 27 2024</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

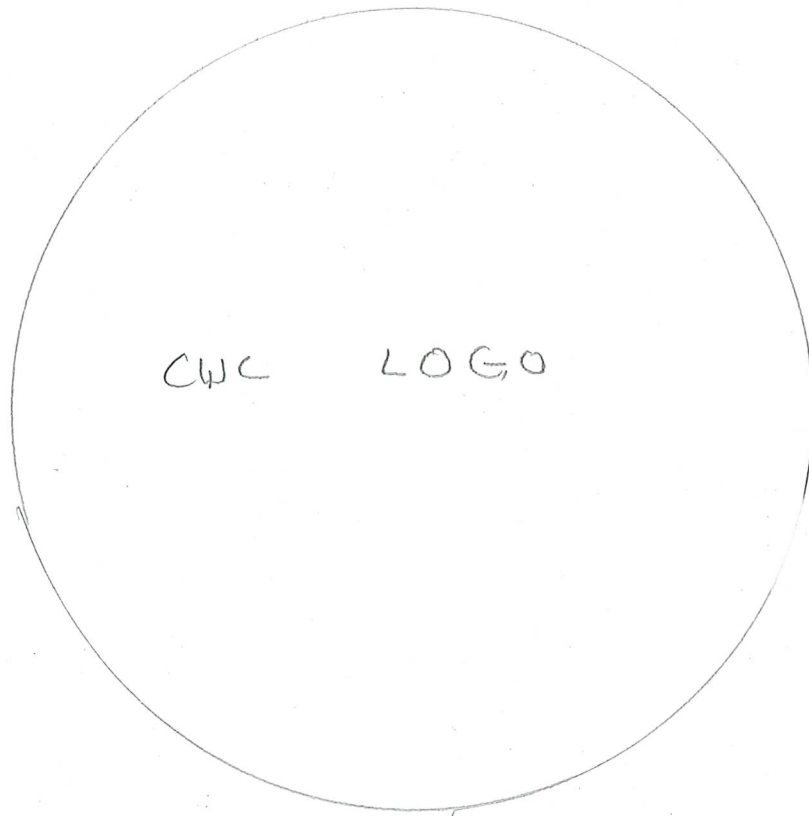
SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

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

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


Signature of Authorized Event Applicant
Susan Durfee
Applicant Name Printed

8/7/2023
Date
Director, CWC Jackson
Title



vinal sign
white background
with black +
orange type
11' x 8'

www.cwc.edu

located in the center for the arts

Enrollment now open

Temporary Sign Permit application, submitted 8/7/2023

CWC Jackson- sign up for classes!

Sign is vinyl with gromets for hanging. White background with orange and black type & CWC logo.

11' x 8'

It will be hung from Albertsons exterior beam with nails and rope

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Consent
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Town Attorney Contract Renewal	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider renewing the contract with the Town Attorney ("Contract").

Requested Action.

Staff requests Council review and consider renewing the Contract.

Recommendations.

Staff recommends renewing the Contract as presented in the attachment to this staff report.

Background.

The existing contract with the Town Attorney was executed in 2019. It has previously been updated by extending it for 2 years, the standard contract term the Town Council has historically used for its employees (Town Manager and Town Attorney).

Analysis & Key Policy Questions.

The Contract before Council is, with the few exceptions noted below, on the same terms and conditions as the previous contracts, including:

- Salary (continues at the rate set by Council in FY23, \$221,250)
- Benefits (same as all Town employees)
- Duties (same and commensurate with Jackson Municipal Code 2.14 and Resolution 95-10)
- Termination (employment remains on an at-will basis)

The updates to the Contract are:

- Requiring Council to undertake a performance review, whereas previously the review was discretionary.
- Aligning the performance review with the (updated) Term, specifically Council reviews the Town Attorney performance in the first quarter of even-numbered years and has the power to terminate the Contract prior to renewal.
- Adding a provision to allow for more flexible remote work within the first year after the birth of a child.

Possible Alternatives.

Council could elect to:

- Negotiate different terms and conditions; or
- Not renew the Contract.

Comprehensive Plan & Priority Alignment.

This item aligns with Quality of Life: Common Value 3. Securing professional, skilled and dedicated legal staff ensures timely, efficiently and safely delivered quality legal services in a fiscally responsible and coordinated manner.

Fiscal Impact.

The current salary for the Town Attorney is \$211,250.90 and that salary will increase commensurate with other salary increases in the organization. There are no other changes to the salary and benefits with this contract approval and no other fiscal impacts of approving this contract.

Staff Impact.

Staff impact of this item is minimal, specifically, if it is approved, coordinating execution of the Contract by the Town Clerk.

Attachments or Links.

Employment Agreement Between the Town of Jackson and Lea Colasuonno.

Suggested Motion.

I move to approve the Employment Agreement Between the Town of Jackson and Lea Colasuonno as presented in the attachment to this staff report and authorize the Mayor to execute it.

EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF JACKSON AND LEA COLASUONNO

This Employment Agreement Between The Town of Jackson and Lea Colasuonno ("Agreement") is made and entered into the _____ day of _____, 2023 ("Effective Date") by and between the Town of Jackson, Wyoming, a municipal corporation of P.O. Box 1687, Jackson, Wyoming 83001 ("Town"), and Lea Colasuonno, an individual of P.O. Box 9736 Jackson, Wyoming 83002 ("Town Attorney"), together "Parties," both of whom understand and agree as follows:

RECITALS:

WHEREAS, Chapter 2.14 of the Municipal Code of the Town of Jackson, as amended, provides for the office of Town Attorney to be retained by the Town of Jackson Town Council ("Town Council") to perform the duties and responsibilities of the office; and

WHEREAS, the Town Council makes this Agreement for the purpose of retaining the Town Attorney to provide for legal services to the Town.

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

1. **APPOINTMENT.** The Town Council of the Town of Jackson appoints and employs Lea Colasuonno as the Town of Jackson Town Attorney. The Town Attorney accepts the appointment and employment with the Town of Jackson, Wyoming, committing to perform her legal duties to the best of her abilities and in accordance with the highest standards of the legal profession, both as to standards of law practice and the ethics and rules of professional conduct.
2. **COMMENCEMENT.** The Town Attorney will commence her duties as Town Attorney with the Town on the Effective Date.
3. **DUTIES.** The Town Attorney's duties, to which she shall devote her time, skill, attention, and best efforts to the discharge of, include but are not limited to:
 - a. Performing the duties and obligations set forth in Resolution 95-10, which is incorporated herein fully by this reference, and which may, within reason and at the Town Council's discretion, be amended from time to time by a majority vote of the Town Council.
 - b. Representing the Town, including one of its authorities, agencies, or employees, in all cases before all courts and all legally constituted tribunals or administrative agencies, including as the Prosecutor of all ordinance violations unless such cases and prosecution shall be contracted out separately and as approved by the Town Council.
 - c. Developing and submitting a requested budget to the Town Manager for providing legal services to the Town for each fiscal year.
 - d. Managing, administering, and overseeing the Legal Department, and the staff and independent

contractors thereof.

- e. Providing administration, oversight, and direct control of special counsel engagements, and consultants and experts necessary to support special counsel engagements, including review, analysis, and recommendation regarding payment of all billings and work.
- f. Preparing and submitting to the Council all reports and advisory memos required by it or that the Town Attorney may consider advisable.

4. SALARY AND EMPLOYMENT BENEFITS. If there is a conflict between the Town of Jackson Personnel Rules and Regulations Policy Manual and this Agreement, the terms of this Agreement shall control the employment relationship. As and for compensation and remuneration for Town Attorney's employment and services, the Town shall:

- a. Provide the Town Attorney with an annual salary of Two Hundred Twenty-One Thousand and Two Hundred and Fifty Dollars (\$221,250.00), this salary being referred to herein as the "Base Salary." Any change of the Base Salary shall require a written amendment to this Agreement; however, the Base Salary may be raised periodically for increases as granted to all other Town employees without amending this Agreement.
- b. Provide, as the Town Attorney is an employee of the Town, employment benefits equal to all other employees of the Town, which may include, insurance policies for life, disability, dental, vision and medical; retirement; Health Savings Account; paid time off; professional development and licensure; and any and all other benefits in effect now or that come into effect in the future.
- c. Upon resignation, in good standing, the Town shall pay the Town Attorney, all accrued benefits the Town Attorney is entitled to pursuant to the Town of Jackson Personnel Rules and Regulations and under this Agreement, as they may, from time to time, be amended. If the Town Council terminates the Town Attorney's employment without cause, the Town shall pay the Town Attorney, in addition to any accrued benefits the Town Attorney is entitled to pursuant to the Town of Jackson Personnel Rules and Regulations and under this Agreement to the termination date, six (6) months' severance pay of the Town Attorney's then current Base Salary, to be paid periodically in accordance with the Town's normal payroll policies, which is not pensionable under the Wyoming State Retirement System.
- d. If the Town fails to pay any of the Town Attorney's benefits set forth herein in any budget year, the Town Attorney, at her discretion, may deem her employment terminated without cause.
- e. If the Town Council modifies the duties and obligations set forth in Resolution 95-10 in such material ways so as to fundamentally alter the Town Attorney's duties she may, at her discretion, deem her employment terminated without cause.

5. **HOURS OF WORK.** The normal business hours of the Town of Jackson are 8:00 a.m. to 5:00 p.m. Monday through Friday and the Town Attorney shall generally be present in the Legal Department to tend to the public work during these hours and days, reasonable deviation, remote work, breaks, and vacation excepted. The Town Attorney shall generally be present at all meetings of the Town Council, reasonable deviation, remote work, breaks, and vacation excepted. The Town Attorney may work remotely for up to 9 months (after exhausting Town leave and disability policies) after the birth of a child, notwithstanding which the Town Attorney shall at all times maintain the quality and effectiveness of her services to the Town and shall be present in-person as necessary to maintain such standards.

6. **PERFORMANCE REVIEW.**

- a. The Council shall review and evaluate the performance of the Town Attorney biennially, beginning in 2024, during the first quarter of even-numbered calendar years, said review and evaluation to be in accordance with specific criteria developed by the Council, and shall be conducted by a third-party facilitator. The Mayor shall provide opportunity for the Town Attorney to discuss her evaluation with the Council.
- b. Periodically, the Council and Town Attorney shall define such goals and performance objectives which they determine necessary for the proper operation of the Town, and in the attainment of the Council's policy objectives. Said goals and objectives may be reduced to writing. They shall generally be attainable, within the time limitations specified and appropriations provided.

7. **TERM**

- a. The Town Attorney agrees to remain in the full time employ of the Town until December 31, 2026 and not accept other full-time employment. The term "employment" shall not be construed to include occasional teaching, writing, consulting, coaching, or related services performed on the Town Attorney's time off.
- b. Unless written notice of a desire to terminate this Agreement is given by the Town at least one hundred and eighty (180) days prior to December 31 of any even-numbered calendar year beginning in 2026, this Agreement shall be extended on the same terms and conditions herein provided, for an additional period of two (2) years.

8. **TERMINATION.**

- a. The Town Attorney will not have, or acquire, any property or liberty interest or gift in continued employment by Town. The Town Attorney is employed on an at-will basis, and under applicable law at-will employees may be dismissed or terminated from employment by the Town without cause. Without modifying the Town Attorney's at-will status, the Town Attorney shall serve at the pleasure of the Council, and her employment may be terminated, without cause, at any time by a majority vote of the Council. By signing this Agreement, the Town Attorney certifies

and acknowledges that she has read this paragraph regarding her at-will status, and acknowledges and agrees that her employment shall be subject to those terms.

- b. If the Town Attorney's employment is terminated, it shall be deemed to be without cause, unless otherwise specified, and the Town Attorney shall be entitled to the severance benefits as set forth in Section 4(c) of this Agreement. If the Town Attorney's employment is terminated for cause, the Town Attorney shall not be entitled to the severance benefits as set forth in Section 4(c) of this Agreement.
- c. The Town Council may, by approval of a majority of its members, terminate the employment of the Town Attorney for "cause" at any time by the service of written notice of Termination for Cause. "Cause" for termination is defined as fair and honest reasons, regulated by good faith on the part of the Town, that are not trivial, arbitrary or capricious, unrelated to business needs or goals, or pretextual; a reasoned conclusion supported by substantial evidence gathered through an adequate investigation that includes notice of the claimed misconduct and a chance for the Town Attorney to respond.
- d. For purposes of this Agreement, "Cause" includes: **i)** the willful and/or continued failure of the Town Attorney to perform substantially her duties under the law, rules of professional conduct or conditions of this Agreement (other than any such failure resulting from the Town Attorney's incapacity due to illness); **ii)** the willful engagement by the Town Attorney in illegal conduct or personal dishonesty or gross misconduct that is injurious to the Town of Jackson; **iii)** a material breach by the Town Attorney of this Agreement; or **iv)** the Town Attorney's loss of her license to practice law.
- e. If the Town Attorney resigns her position, the Town shall be provided thirty (30) days' notice in advance of her last day.

9. INDEMNIFICATION. Employer shall defend, save harmless and indemnify the Town Attorney against any unintentional tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Town Attorney with the exception of any such action brought by the Town. Employer will compromise or settle any such claim or suit and will be responsible for the payment of any settlement or judgment rendered.

10. POST-EMPLOYMENT OBLIGATIONS.

- a. Upon termination of this Agreement, the Town Attorney shall promptly return to the Town all property of the Town in her possession.
- b. The Town Attorney agrees that both during and after employment with the Town, she shall, at the request of Council, render all assistance and perform all lawful acts that the Council

considers necessary or advisable in connection with any litigation involving the Town or any officer, employee, agent, representative, consultant, client or vendor of the Town. Reasonable costs and time incurred by the Town Attorney shall be paid by the Town.

- 11. NOTICES.** Notices pursuant to this Agreement shall be in writing and given by personal delivery or through certified mail of the United States Postal Service, postage prepaid and addressed as follows:

Town of Jackson:

Town of Jackson
c/o Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

Town Attorney:

Lea Colasuonno
P.O. Box 9736
Jackson, WY 83002

12. GENERAL PROVISIONS.

- a. **Entire Agreement.** This text constitutes the entire agreement between the Parties.
- b. **Applicable Law.** This Agreement shall be construed, performed, and enforced in accordance with, and governed by the laws of the State of Wyoming and venue shall lie in Teton County, Wyoming.
- c. **Severability.** If any provision, or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.
- d. **Successors.** This Agreement shall be binding upon the parties hereto, their heirs, devisees, successors or personal representatives.
- e. **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, its language shall be construed according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days. The captions of sections

and paragraphs herein are for convenience and ease of reference, and do not define, limit, augment or describe the scope, content, or intent of this Agreement.

- f. **Waiver.** Any waiver or consent by either party with respect to any term or provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of either party at any time or times to require performance of, or to exercise any of its powers, rights, or remedies with respect to, any term or provision of this Agreement or any other aspect of either party's conduct or employment in no manner (except as otherwise expressly provided herein) shall not affect the right at a later time to enforce any such term or provision.
- g. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed, and signed by both Parties hereby.

IN WITNESS WHEREOF, as of the Effective Date, the Town of Jackson has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and the Town Attorney has signed and executed this Agreement.

ATTORNEY

TOWN OF JACKSON, WYOMING

Lea Colasuonno

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Regular
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Well Easement Agreement Between the Town of Jackson and JHHR Holdings I	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is consider entering a Well Easement Agreement (“Agreement”) with JHHR Holdings I, LLC (“JHHR”) for the placement of Town well infrastructure on JHHR’s land, in exchange for future provision of water for development on their land.

Requested Action.

Staff requests Council review and consider the Agreement presented in the attachment to this staff report.

Recommendations.

Staff recommends Council approve the Agreement presented in the attachment to this staff report.

Background.

At the May 3, 2021 Council Meeting, JHHR requested, and Council approved, to connect to the Town’s water supply and sanitary sewer systems (application P21-020) for 84 single family residential homes located in Northern South Park. This approval included fifteen conditions of approval, which of note included No. 9 requiring “[t]hat no connection to the Town’s water system shall be made until such time as additional supply and/or storage are established and actively serving Zone 3.”

On May 1, 2023, Council considered and approved the Wastewater Treatment Facilities Connection and Use Agreement and the Water Supply Agreement between the Town of Jackson and JHHR.

Analysis & Key Policy Questions.

As noted above, Condition No. 9 of the May 3, 2021 approval requires the Town establish additional water supply and/or storage before connecting JHHR to the Town system. The Town undertook work on a new well (No.9) in the last few years, but, because of deed restrictions and concerns from the neighborhood around the well, has not made this an active well at this time. In order to secure the water resources necessary, as well as the land necessary for a wellhouse to be constructed (including potentially to treat water from Well No.9, the Town and JHHR opened discussions this year with respect to an easement on JHHR property.

Those discussions resulted in a successful agreement, attached to this staff report, the highlights of which include:

- The right for the Town to construct, on JHHR property, a water control and treatment building with the capacity to treat water from three wells (“Wellhouse”), two potable water supply wells, all underground and aboveground appurtenances and connections necessary to bring water from these two wells and from the potential third well to the Wellhouse, and from the Wellhouse to the Town’s watermain within the High School Road right-of-way.
- The right for the Town to carry out the necessary work to develop the two new wells on JHHR property.
- The option for the Town to obtain JHHR’s prior, written consent to place the third well on JHHR Property.
- The guaranteed connection and supply of water for 600 residential units for residential purposes to JHHR for its North South Park Development.
- The potential for JHHR to connect an additional 489 units (bonus residential units) if the Town Engineer determines that there is capacity available from the existing well infrastructure.

- If JHHR seeks to connect the additional 489 units and there is not capacity, JHHR and the Town may choose to develop additional well(s), well house, and storage tank on JHHR property or any of its affiliated entities.
- Provisions for termination, abandonment, restoration, permit acquisition, Wellhouse design approval/review, amendment, indemnity, as well as standard terms and conditions.

Possible Alternatives.

Council could elect to:

- 1) Identify desired modifications to the Agreement and direct staff to re-present this item at a future meeting with those modifications.
- 2) Not enter the Agreement.

Comprehensive Plan & Priority Alignment.

This item aligns with Section 8, quality service delivery to the public, by securing necessary easements to help ensure potable water supply for the Town.

Fiscal Impact.

The Town is not paying for the use of the land but instead are required to provide JHHR water supply, for which they will pay standard rates for that per their contract. Funding to complete improvements as allowed pursuant to the Agreement shall be considered by Council separately.

Staff Impact.

The Legal Department spent 20 hours in total researching, drafting, and negotiating this Agreement, preparing this staff report and the PowerPoint presentation. Administration spent 8 hours effectuating the Agreement and coordinating with the Town Attorney.

The Town Engineer spent 10 hours reviewing the Agreement and coordinating with the Town Attorney.

Attachments or Links.

- Well Easement Agreement

Suggested Motion.

I move to approve the Well Easement Agreement between the Town and JHHR Holdings I, LLC and authorize the mayor to execute it, subject to finalization of the exhibits and minor changes by staff.

WELL EASEMENT AGREEMENT

This Well Easement Agreement ("Agreement") is entered into as of _____, 2023 (the "Effective Date") by and between JHHR Holdings I, LLC, a Wyoming limited liability company ("JHHR") and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming ("Town"). JHHR and the Town are each referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, JHHR owns that certain real property legally described and depicted on Exhibit A attached hereto (the "Burdened Property");

WHEREAS, to improve water supply and water pressure, and for the health and safety of the public at large, the Town desires to construct two new potable water supply wells and a control and treatment building that has the capacity to treat water from three wells;

WHEREAS, the Town desires to construct, on the Burdened Property, a water control and treatment building with the capacity to treat water from three wells ("Wellhouse"), two potable water supply wells ("Well No. 10" and "Well No. 11"), all underground and aboveground appurtenances and connections necessary to bring water from Well No. 10 and Well No. 11 and from a potential third well ("Third Well") to the Wellhouse, and from the Wellhouse to the Town's watermain within the High School Road right-of-way, all as set forth on Exhibit B, attached hereto and incorporated herein by this reference (together the "Well Infrastructure"), on the portion of the Burdened Property legally described and depicted on Exhibit C, attached hereto and incorporated herein by this reference;

WHEREAS, JHHR desires to grant to the Town an express, non-exclusive, in gross access and utility easement on the Burdened Property on the terms and subject to the conditions set forth herein for the purposes of constructing, installing, inspecting, operating, maintaining, and repairing the Well Infrastructure.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals described above, and in consideration of the respective mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Grant of Non-Exclusive Easement to Town. JHHR hereby grants to the Town an express, non-exclusive access and utility easement in, on, under, over and across that portion of the Burdened Property legally described and depicted on Exhibit C for purposes of:

- a. Developing Well No. 10 and Well. No. 11, and, if applicable, the Third Well, consisting of:
 - i. Finalizing locations for such wells,
 - ii. Drilling such wells, and
 - iii. Only for purposes of new well development, discharging into the irrigation ditch, commonly known as the Leek Ditch, approximately 5 cubic feet per second, of testing pump water temporarily over 72 to 96 hours, such discharge operation to be conducted on terms agreeable to JHHR and documented in writing prior to commencing such operations; and
- b. Constructing, installing, inspecting, operating, maintaining, and repairing the Well

Infrastructure.

(together the “Well Easement”) and for no other purpose whatsoever. Town, its agents, employees, and contractors shall have the right of ingress and egress to and from the Well Easement across the Burdened Property on reasonable routes approved by JHHR for the purpose of developing, constructing, installing, inspecting, operating, maintaining, and repairing and/or replacing the Well Infrastructure.

2. Construction, Operation, and Maintenance; Restrictions.

- a. The design, permitting, construction, installation, inspection, operation, maintenance, and repair of the Well Infrastructure shall be conducted by the Town at its sole cost and expense.
- b. Town shall have the right to seek necessary permits, approvals, licenses, variances, and waivers of any requirements, relating to the development, design, permitting, construction, use, improvement, operation, maintenance, and repair of the Well Infrastructure (or any component thereof) in a manner consistent with the provisions of this Agreement. JHHR shall cooperate, as necessary, with Town in applying for and maintaining the appropriate permits, approvals, licenses, variances, inspections, and waivers necessary to develop, design, permit, construct, install, operate, maintain, and repair the Well Infrastructure in accordance with this Agreement, and will comply with applicable legal requirements.
- c. Prior to submitting any application(s) to Teton County, Wyoming for the Wellhouse the Town must obtain JHHR’s prior written approval of such application(s). Town must also obtain JHHR’s prior written approval of the design of the Wellhouse and any changes to such design. The Town shall give JHHR at least thirty (30) days’ advance written notice of any Teton County meeting regarding the Wellhouse.
- d. All underground water mains or services and necessary appurtenant valves, controls, power, communications treatment lines, and the like, and all above ground improvements, constructed or installed by the Town within the Well Easement shall be and shall at all times remain the property of the Town, subject to Section 3 below.
- e. The Town shall not permit any mechanic’s or materialmen’s lien to be placed upon or remain upon the Burdened Property.
- f. The construction of the Well Infrastructure shall be performed in a good and workmanlike manner by persons qualified to perform such work and in accordance with all applicable approvals and permits, and in a manner to minimize interference on the Burdened Property.
- g. The Town shall be permitted to operate and temporarily park all equipment reasonably necessary for the exercise of its rights under this Agreement, including all reasonably necessary trucks and grading equipment, within the Well Easement.
- h. The Town shall install temporary construction fencing, and after construction is complete, permanent fencing on the perimeter of the Well Easement, all of which fencing must be approved by JHHR in its sole discretion and be compliant with applicable federal, state, and local regulations.
- i. The Town shall landscape the Well Easement for the purpose of adequately screening the improvements in the Well Easement from neighboring properties. The landscaping plan must be approved by JHHR, which approval shall not be unreasonably withheld. Furthermore, JHHR reserves the right to add landscaping to the Well Easement to the degree that it does not unreasonably interfere with well operations.
- j. The Town shall not have the right to lease or otherwise permit the use of the Burdened

Property by any other person or entity other than its employees, agents, invitees, and licensees, nor shall the Town assign any of the rights, privileges, duties, or obligations of the Town hereunder except as provided for herein, without the prior written consent of JHHR. The Town acknowledges and agrees that the right granted herein is solely for potable water supply purposes and does not authorize the Town to engage in any other activities or uses on the Burdened Property without the prior written approval of JHHR, in its sole discretion.

- k. It is understood and agreed by the Parties that the Wellhouse, Well No. 10, and Well No. 11 will be located on the Burdened Property, but that the Third Well may or may not be so located and any such location requires advanced, written, prior approval in accordance herewith.

3. Termination.

- a. Water Supply and Quality Failure. If after undertaking drilling activities in two mutually agreed-upon locations on the Burdened Property, the Town does not i) identify sufficiently productive locations with ii) suitable water meeting the necessary quality for potable use, the Town may unilaterally terminate this Agreement upon written notice to JHHR, which notice shall explain the reason for termination in sufficient detail.
- b. Permit Acquisition. If, after due diligence, the Town does not receive the necessary county, state, and federal permits, approvals, licenses, variances, or waivers of any such permits, approvals, licenses, or variances, to develop, design, construct, and operate the Well Infrastructure, the Town may unilaterally terminate this Agreement upon written notice to JHHR, which notice shall explain the reason for termination in sufficient detail.
- c. Operationality. If no component of the Well Infrastructure (as those components are set forth in the Recitals) are operational on or before the tenth (10th) anniversary of the Effective Date, JHHR may unilaterally terminate this Agreement upon written notice to the Town.
- d. Abandonment. If every component of the Well Infrastructure (as those components are set forth in the Recitals) are all abandoned, JHHR may unilaterally terminate this Agreement. For purposes of this Agreement, the Well Infrastructure is “abandoned” when, after being operational, all of the components of the Well Infrastructure are thereafter not used for a continuous period of two (2) years.
- e. Effect of Termination. If this Agreement is terminated pursuant to this Section 3, neither party retains any rights hereunder and each are fully relieved of all obligations hereunder, except for those rights and obligations that expressly survive termination. Notwithstanding the forgoing, and acknowledging the parties are not obligated to do so, JHHR may allow, and the Town may undertake, further drilling on the Burdened Property if the Parties mutually agree in writing. In the event of termination, the Town shall be required to remove all surface improvements and repair and restore the surface of the Burdened Property to a condition at least equal to the condition in which the Burdened Property was found prior to the commencement of the Town’s work, unless otherwise agreed in writing by JHHR. Abandoned subsurface utilities may be left in place and become the property of JHHR, provided that upon such termination the Town provides JHHR a map and description of all

such utilities. In the event of termination, the Town hereby agrees that JHHR may unilaterally vacate the Well Easement by recordation of a vacation instrument in the County Clerk's Office signed only by JHHR.

4. Repair and Restoration of Surface. Upon the Town's completion of any work within the Well Easement, the Town shall promptly repair and restore any surface damage to the Burdened Property caused by the Town to a condition at least equal to the condition in which the Burdened Property was found prior to commencement of such work, including but not limited to, restoring the surface grade, restoring any ditches, and replacing landscaping such as grasses, trees, bushes, and undergrowth.

5. Guaranteed Connection and Supply. In consideration of the rights granted by JHHR to the Town by this Agreement the parties agrees that:

- a. The Porter Ranch Subdivision, according to that plat recorded in the County Clerk's Office of Teton County, Wyoming as Plat No. 1453 is guaranteed water supply from the Town, all conditions to connect to such water supply set forth in the letter dated October 29, 2021 to Jorgensen Associates attached hereto as Exhibit D are satisfied. This Section 5(a) shall survive the termination of this Agreement.
- b. The Town will provide water supply for a maximum of 600 residential units for residential use, and any accessory uses, on the following real properties (i) the Burdened Property and (ii) the real property legally described on Exhibit F attached hereto and made a part hereof by this reference.
- c. If JHHR requests connection to the Town's water system for up to an additional 489 residential units for residential use above the 600 units set forth in subsection 5.b, and the Town Engineer determines that the Well Infrastructure provides sufficient capacity for such additional residential units, the Town will provide water supply for such units. If the Town Engineer determines that the Well Infrastructure does not provide sufficient capacity for such additional residential units, the Town and JHHR may mutually agree to develop additional i) well(s), ii) a wellhouse, and/or ii) a storage tank on land owned by JHHR or its affiliated entities.

6. Declaration. JHHR and the Town hereby declare that the Well Easement shall inure to the benefit of the Town and its successors and assigns. JHHR hereby declares that the Burdened Property shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the Well Easement and the terms and conditions set forth herein, which shall run with the Burdened Property and shall be binding on all parties having or acquiring legal title or an equitable interest in the Burdened Property.

7. Reservations by JHHR. JHHR hereby reserves unto itself and its successors and assigns, the right to use the surface and subsurface of the Well Easement, provided such use does not unreasonably interfere with the use of the Well Easement by the Town, as reasonably determined by the Town. JHHR further reserves unto itself and its successor and assigns, the right to grant additional easements in, under, over and across the Well Easement for any purposes JHHR deems necessary in JHHR's sole discretion, provided such additional easements do not unreasonably interfere with the use of the Well Easement by the Town, as reasonably determined by the Town.

8. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by

a condition (for example, natural disaster; pandemic; act of war or terrorism; riot; labor condition; county, state, or federal governmental action; and Internet disturbance) that was beyond the party's reasonable control.

9. No Merger. This Agreement and the Well Easement established herein are intended to remain separate from JHHR's fee simple interest in the Burdened Property and shall not merge therewith.

10. Governing Law, Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming.

11. Enforcement. If any Party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees regardless of whether litigation is commenced.

12. Term. The easements, covenants, conditions, and restrictions contained in this Agreement shall be effective commencing on the Effective Date and shall remain in full force and effect thereafter unless this Agreement is modified or amended by an instrument in writing signed by JHHR and the Town, or terminated in accordance with Section 3.

13. No Assumption of Liability. JHHR, by granting the Well Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall JHHR at any time incur any liability for failure to comply with any law, ordinance, regulations or order with respect to this Agreement and the Well Easement. This provision shall survive termination of this Agreement.

14. Warranties. JHHR makes no representations or warranties, express or implied, in connection with the Well Easement, whether of title, fitness of use, condition, purpose or of any other nature.

15. Indemnification. The Town agrees to indemnify, defend and hold harmless JHHR and its affiliates (including their respective successors, assigns, employees, agents, members, managers, shareholders, officers and directors) from and against all claims, liability, damages (including any and all damage to property), injury, death, cost, penalty, fines, loss or expense, including attorneys' fees, arising out of, or attributable to, the construction, installation, use, operation, maintenance or repair of the Well Infrastructure by the Town and its employees, agents, invitees and licensees. All indemnification provided for herein shall not include indemnification for the negligence of JHHR and its employees or agents, or for the actions of JHHR and its employees or agents that would otherwise make the indemnification void pursuant to Wyoming Statutes, Wyoming law, or any other applicable law. This provision shall survive termination of this Agreement for three (3) years after such termination.

16. Insurance. In connection with the performance of their rights and obligations under this Agreement, the Town shall maintain and shall require all of its contractors, subcontractors, materialmen or other workers performing construction, repairs, maintenance, operations or other work to maintain, commercial general liability, automobile liability and workers' compensation insurance (as required by laws and regulations of the State of Wyoming) covering their performance and in such limits and such other terms as are commercially reasonable.

17. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Amendments; Waivers. This Agreement may be amended or modified only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance.

19. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to these matters and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute the same instrument.

21. Binding Effect. This Agreement shall be binding on the Parties and their respective successors and assigns.

22. Breach. Any breach or failure of the Town to fulfill its duties and obligations under this Agreement, if such breach or failure shall continue (except that any such breach or failure that is of an emergency nature exposing risk or injury to persons or damage to property shall be remedied immediately) for thirty (30) days after written notice thereof by JHHR to the Town, shall give JHHR the right to pursue any right or remedy at law or in equity. Notwithstanding the foregoing, if any such breach or failure (not of an emergency nature) is of a nature that cannot be reasonably corrected within thirty (30) days, such thirty (30) day period shall be extended for a period reasonably necessary to complete performance if, within said thirty (30) day period, performance has commenced and completion is diligently being pursued.

23. Governmental Immunity. Notwithstanding anything contrary herein or that may be interpreted as such, the Town does not waive its immunity by entering into this Agreement and retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

[Signature Page Follows]

JHHR HOLDINGS I, LLC,

A private corporation
of the State of Wyoming

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the
_____ of JHHR Holdings I, LLC, a Wyoming corporation, this ____ day of _____,
2023.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

Dated: _____

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as Mayor and Clerk of the Town of Jackson, respectively, this ____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

My commission Expires:

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Regional Transportation Planning Administrator	Presenter:	Charlotte Frei
Agenda Item:	Bike-sharing and Car-sharing Programs Request for Proposals	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider a draft Request for Proposals (RFP) for bike-sharing and car-sharing services.

Requested Action.

Staff is requesting direction from Town Council to post a Request for Proposals (RFP) for bike-sharing and car-sharing services through a franchise agreement, whereby a vendor would be permitted rights to specific street/sidewalk locations and parking spaces to operate the services.

Recommendations.

Staff recommends posting the RFP and soliciting responses.

Background.

The Town of Jackson funded a bike-sharing program, "START Bike", from 2018 to 2022. The program was publicly funded and was operated by local non-profit organization Friends of Pathways, with START administering funds through a Town of Jackson grant each year to supplement program revenue. Friends of Pathways was the grant recipient and bike-share operator. This model could be called a "blended" model where both public and private entities partnered to deliver the program.

A full system was launched in the Spring of 2018 with 50 pedal bikes and 17 docking stations. The aim of the START bike share program was to reduce single-occupant vehicle traffic for all travel markets. Over the course of the program's lifetime, 16,581 unique trips were completed. While demographic data of START bike users is not available, anecdotal evidence identifies tourists and J1 visa holders (a subset of seasonal workers) as frequent users.

START Bikes generated \$12,000-\$19,000 per year in program revenue during 2018-2022 seasons. The expense, in the form of a grant paid by Town of Jackson/START to Friends of Pathways, ranged from \$51,000-\$76,000 in that same period for a net subsidy of approximately \$50,000 per operating season. The START Bike Sharing program was paused in 2023 due to aging equipment and technology and key START Bike staff turnover. When the program was paused ([April 17, 2023](#)), staff was directed to explore future alternatives for bike-sharing in the community.

Analysis & Key Policy Questions.

Staff evaluated several models for bikeshare operations, including private, public, and blended models. Staff was only able to identify one bike-share system currently in the US operating without a subsidy: New York City, NY. Car-sharing models include highly-subsidized examples where public, private and non-profit entities work together to keep hourly rates low, as well as privately run programs where hourly rates to use a vehicle are

higher. Either option could work in Jackson, and the choice of partnerships would depend on Town Council's goals related to equity and mobility.

Staff also evaluated car-sharing. Car-sharing programs can support visitors, short-term/seasonal residents, and full-time residents who need access to a vehicle. Car ownership includes monthly payments, insurance, fuel, and vehicle maintenance and generally costs several hundred dollars each month. Some research suggests (1) the cost borne by society for individual auto-ownership may be up to \$4900¹ per vehicle per year, and (2) for travelers who travel fewer than 4000² miles per year, car-sharing can be more cost-effective than car ownership. There is also research suggesting car-sharing can reduce city-wide parking needs by as much as 22% in a best-case³ scenario. The Town of Jackson devotes significant public space to private vehicle storage. By offering an option for residents and visitors to borrow a car only when they need one – potentially only a few hours a week or month – households or individuals may be able to delay the purchase of a vehicle and avoid the need to store that vehicle. In the long run, the Town can save space devoted to parking and travelers can save money. Combining these programs under one operator is expected to 1) minimize staff involvement, 2) provide a more seamless customer experience, and 3) provide an integrated, strategic approach to both shared-use modes.

Research and internal conversations led staff to conclude that a contract agreement, whereby the Town offers exclusive rights to defined locations for a single, private operator or team to operate bike-sharing and/or car-sharing, is preferred due to the following reasons:

1. Limits the need for Town staff to support operations;
2. Enables an experienced operator to utilize best practices to manage a functional system;
3. Supports more multimodal transportation without adding to the operations or maintenance responsibilities of START or the Town; and
4. Supports year-round mobility options for residents and visitors to be car-free or car-light.

Another model for operating bikeshare and/or carshare include a system where the Town would own and operate the services; such a program would likely require at least one full-time employee (FTE) to oversee one or both programs given the operations and maintenance needs. Staff is not recommending Town ownership and operation of either program as this would require at least one new full-time employee.

Another model that many cities use involves permitting operators to operate bikes or scooters up to a limit (count of scooters and/or bikes) and within a defined geography. Permit-based programs tend to be for dockless operations which may result in sidewalk clutter. Staff does not recommend this model due to Jackson's size and the complexity of overseeing multiple permittees, which would likely require significantly more staff time than overseeing a single integrated operation, and because a docked bike-share operation under a single operator offers a more organized system.

Staff conducted public outreach in the form of a user survey and outreach at the People's Market. Overall, the public seems interested in bringing bike-sharing back with enhancements over the prior START Bike program such as more convenient station locations and electric bikes equipped with a sturdy basket or other carrying mechanism. Program participants also noted that the low-cost (\$35 per summer season) pass for unlimited rides was an attractive feature. Staff has had VERY preliminary conversations with a few property owners who

¹ Gossling et al. 2022 (<https://www.sciencedirect.com/science/article/pii/S0921800921003943?via%3Dihub>)

² Litman, 2023, page 3 (<https://www.vtpi.org/carshare.pdf>)

³ Tchervenkov et al. 2018 (https://www.researchgate.net/publication/334697089_How_much_parking_space_can_carsharing_save)

indicated they would be interested in setting aside property for bike-sharing or car-sharing to support multimodal transportation, but no specific locations or partnerships have been finalized at this time.

Through the RFP, a private vendor could propose to work with a local bike shop or other organizations to deliver this service. Private entities are motivated to reduce costs and maximize profit while operating within agreed service levels set by the Town. This RFP provides for enhancing multimodal travel options, supports residents and visitors, and sets clear boundaries for Town participation. The Town is not obligated to enter into a contract with any respondent. Based on capital outlay for either service, a vendor may wish to enter a contract sufficiently long to cover program costs, such as a 5-, 7- or 10-year term. Staff is proposing up to a 5-year base term with an option for a 5-year renewal if the vendor performs well.

The attached draft RFP reflects the analysis discussed above. The “Scope of Services” and “Objectives” sections of the RFP describe adopted policies of the Town of Jackson that support reducing Single Occupant Vehicle (SOV) travel and greenhouse gas emissions while providing other attractive multimodal alternatives. Specifically, the Scope of Services section indicates the following:

Based on our evaluation of the Town’s previous bike share program, as well as bike sharing and car sharing best practices, we desire a program or program(s) with the following parameters:

- 1. Fully operated by a Vendor who performs equipment maintenance, customer service, and overall program operations and management (“turn-key”).*
- 2. Incorporate Class I Pedal Assist Electric Bikes (“e-bikes”).*
- 3. Regular Reporting to Town staff on system use and trip information.*
- 4. Per a contract agreement, 5% of gross revenues (if any) paid to the Town.*
- 5. Ability to integrate via deep-link, Application Programming Interface (API), or Software Development Kit (SDK) with existing suite of technology as Jackson/Teton County move toward a MaaS system (described in Responsibilities of the Vendor subsequently).*

Furthermore, the Objectives section notes:

The four primary objectives of this RFP are to procure bike share and/or car share services that will:

- 1. Reduce the number of single-occupancy vehicles traveling through town (as residents commute to and from work, take trips during the workday, and visitors take discretionary trips);*
- 2. Provide a “first/last mile” solution to existing public transportation through the installation of a bike share network and amenities;*
- 3. Provide a realistic, year-round alternative to car ownership for local workers and families, as measured by vehicle ownership or other mobility access metrics; and*
- 4. Reduce greenhouse gas emissions from transportation.*

Key Policy Question #1: Does the Town want to move forward with bike-sharing?

Based on anecdotal data, the START Bike bike-sharing program served tourists and seasonal workers (such as those in Jackson on a J1 visa). Staff thinks a program with parameters outlined in the RFP could also attract local bike-share users, and the incorporation of e-bikes could support locals who cannot afford an e-bike or do not have space to store one year-round. Discussions with staff and other stakeholders also suggest e-bike sharing can support employees in running errands throughout their workday, thus minimizing the need to use a personal vehicle for mid-day trips around Jackson.

Key Policy Question #2: Does the Town want to move forward with car-sharing?

If car-sharing is introduced, user surveys can help staff quantify space and monetary savings for the Town and program users. By sharing space and vehicles, car-sharing supports the Town in meeting transportation, housing, land use, and service level goals.

Key Policy Question #3: Is Council interested in entertaining the use of public property for either service?

The draft RFP offers **up to** six spaces in the Simpson/Millward garage for car-sharing, including the existing Level 2 ChargePoint charger. This location minimizes the need for snow clearing to provide a reliable travel alternative for visitors and residents year-round. A surface lot or on-street parking space would require more coordination between the Town and an operator in winter months but could be more easily accommodated in summer months. Based on preliminary research, staff hypothesizes that a program with 5-6 cars initially would provide some economies of scale for the operations staff and result in more attractive responses, hence the suggestion to offer up to six parking spaces initially.

The draft RFP does not specify precise locations for bike-share docking stations, however it does include a map of prior stations and locations that community members indicated as desirable during outreach (People's Market tabling July 5th and July 26th). Staff could work with a selected vendor to identify suitable station locations.

Key Policy Question #4: Does Council want staff to seek out private or philanthropic partners for either program?

The RFP, as written, does not preclude a Proposer from partnering with local private or non-profit organizations. However, since bike-sharing and car-sharing may become part of the Town's portfolio of services, it makes sense for staff to initiate such strategic partnerships even if the Vendor manages those partnerships in the long run. The alternative to having staff initiate these partnerships is to suggest to a selected Vendor (if a contract is ultimately awarded) that they perform this outreach while planning the system roll-out. Staff has already had exploratory conversations with a handful of public, private and non-profit entities and could continue those conversations.

Ideal car-sharing and bike-sharing programs involve cars and bikes being available throughout the community so that a user need only walk a short distance to access the car or bike. Because of our cold and snowy winters and the prevalence of surface parking lots, this means many opportunities to put bike-sharing docks or car-sharing vehicles throughout the community could require partnerships with private property owners or property managers to be broadly available to likely users. Staff is looking for direction from Council whether to have more formal discussions with property managers regarding Town's desire to partner with private property owners/managers regarding equipment placement.

Possible Alternatives.

Possible alternatives include:

1. Issuing separate RFPs for bike-share and car-share,
2. Directing staff to do additional feasibility studies and private property owner outreach for one or both programs prior to issuing any RFP,
3. Not issuing an RFP for any program.

Staff recommends against the above alternatives *if Council wants to reintroduce bike-sharing by June 2024*. The preliminary timeline in the RFP requires the award of a contract in February 2024 to provide sufficient lead time to order and install equipment; vendors have suggested the lead time for bike-sharing equipment could be 90-120 days. The suggested launch date for car-sharing in the RFP is April 1, 2025, which would

provide sufficient time for additional outreach, market research, and partnership development regarding car-sharing.

A combined RFP that would allow for one contract offers economies of scale for the operator and for staff. A combined RFP more effectively supports Comprehensive Plan goals as outlined in the next section.

Comprehensive Plan & Priority Alignment.

This project supports the Comprehensive Plan as follows:

- Principle 7.1 - Meeting future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure.
Policy 7.1.c: Interconnect all modes of transportation
- Principle 7.2 – Reduce GHG emissions from vehicles from 2012 levels
Policy 7.2.c: Explore and pilot innovative transportation solutions
- Policy 8.1.a—Maintain current, coordinated plans for delivery of desired service levels

Providing alternate means of travel and the ability to share bikes and cars allows households and visitors to make more flexible decisions for how to get around the community. The RFP specifies that the Town will establish a Service Level Agreement defining how the services must be maintained and operated to maximize reliability of these alternatives for travelers in and around Jackson.

Fiscal Impact.

Fiscal impact will be better understood once vendors submit proposals with cost information. New signage associated with either program would need to be approved and installed by Town Public Works, however the RFP notes the Vendor is responsible for all capital and operating costs of the program, including signage.

Staff Impact.

Town Intern Denise Ramirez spent approximately 80 hours researching bike-share and car-share programs and gathering staff feedback, including via the Transportation Advisory Committee (TAC) at the July 2023 meeting. Staff then spent an additional 20 hours writing this RFP and spent 1 hour discussing it with Town Planning, START, Pathways, IT, Public Works, and Housing Departments. An additional 2 hours of staff time was spent by Administration and Legal reviewing the staff report. The staff impact of re-introducing bike-sharing and introducing car-sharing will be evaluated once proposals are received from vendors. Preliminarily, we anticipate re-introducing bike-sharing and adding car-sharing is likely to impact the Regional Transportation Planning Administrator (up to 40 hours per year) as well as Town Public Works staff (up to 40 hours per year) who may need to assist the operator in program launch and seasonal installation activities.

Attachments or Links.

Bike-sharing and Car-sharing Request for Proposals (RFP)

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

I move to direct staff to advertise the Bike-sharing and Car-sharing Request for Proposals as presented, subject to minor editing. Furthermore, I direct staff to work with private property owners to begin assessing resident and property owner interest regarding where bike-sharing stations and/or car-sharing vehicles could be placed.



REQUEST FOR PROPOSAL (RFP)

BIKE-SHARING AND CAR-SHARING PROGRAMS

SUBMISSION VIA PUBLIC PURCHASE/QUEST CDN

MAILING ADDRESS:
TOWN OF JACKSON
PO BOX 1687
JACKSON, WY 83001

OCTOBER XX, 2023

1 Scope of Services

The Town of Jackson (“Town”) is seeking to contract with a firm or group of firms (“Vendor”) for the implementation of turn-key e-bike-share and/or car-share systems that have the potential to become a vital part of the regional transportation network as well as a valued community amenity. The desire is for this program to be self-sustaining, however, we understand this may not be 100% feasible.

Based on our evaluation of the Town’s previous bike-share program, as well as bike sharing and car sharing best practices, we desire a program or program(s) with the following parameters:

1. Fully operated by a Vendor who performs equipment maintenance, customer service, and overall program operations and management (“turn-key”).
2. Incorporate Class I Pedal Assist Electric Bikes (“e-bikes”).
3. Regular Reporting to Town staff on system use and trip information.
4. Per a contract agreement, 5% of gross revenues (if any) paid to the Town.
5. Ability to integrate via deep-link, Application Programming Interface (API), or Software Development Kit (SDK) with existing suite of technology as Jackson/Teton County move toward a MaaS system (described in Responsibilities of the Vendor subsequently).

To encourage multimodal transportation, the Town is interested in entering a contract agreement to allow car-share and bike-share operators to use Town streets and parking spaces. The Town is open to a variety of business models that could include business/non-profit sponsorship or Town subsidies. The Town’s preference is to have a single Vendor oversee both bike-share and car-share services so that we have a single point of contact and an integrated approach to these services. Though it is not our preference, the Town reserves the right to select modules from different Proposers and enter into multiple contracts to best meet the Town’s goals and preferences for each service.

2 Background

Terrain/Operating Environment

The Town of Jackson is located in Teton County, Wyoming. Jackson sits at 6,237 feet (1,901 meters) above sea level and contains a total incorporated land area of 2.95 square miles (7.64 km²). The town is surrounded by mountains--the Teton Range to the west and the Gros Ventre Range to the east. The average high temperature in July is 81.9°Fahrenheit (27.7°Celsius), an optimal climate for biking. Due to long winters and annual snowfall averages of 150 inches in the winter, bike-sharing stations have traditionally been removed from November 1 to April 30.

Jackson is a thriving cultural arts center with renowned restaurants and opportunities for outdoor recreation. Jackson and Teton County have over 70 miles of dedicated, paved pathways and bollard-protected bike lanes to enable bicycling in the community. The Town can provide vendors with a map of previous docking station locations as well as recommendations for future docking station sites. The Town intends to set aside up to six parking spaces for the car-sharing operation. It is anticipated that the car-sharing operation may start with 5-6 vehicles but increase the vehicle count over time as demand dictates.

Project Background

The Town of Jackson funded a bike-sharing program, "START Bike," from 2018 to 2022. The program was administered by local non-profit organization Friends of Pathways, with START funding it through a Town of Jackson grant each year to supplement program revenue. Friends of Pathways was the bike-share administrator.

A full system was launched in the Spring of 2018 with 50 pedal bikes and 17 docking stations. The aim of the START bike-share program was to reduce single-occupant vehicle traffic for all travel markets. Over the course of the program's lifetime, 16,581 unique trips were completed. While demographic data of START bike users is not available, anecdotal evidence identifies tourists and J1 visa holders (a subset of seasonal workers) as frequent users.

START Bikes generated \$16,000-\$20,000 per year in program revenue during 2018-2022 seasons. An experienced operator may be able to perform station rebalancing to increase revenue. The START Bike Sharing program was paused in 2023 due to key staff turnover, obsolete docking station technology, and outdated bicycles. Previous equipment has been de-installed and is no longer available for use.

In a survey sent to users after the program pause was announced, program users noted that the low-cost season pass (\$35) was attractive. Survey responses indicated stops in more convenient locations to one's work or home would have increased their use (See Appendix 1).

The Town has never partnered with an operator to provide a car-sharing program. Turo, Uber, Lyft, and numerous taxi companies operate in Jackson.

Project Objectives

The purpose of this RFP is to solicit proposals from various qualified vendors to re-establish and operate a bike-sharing and/or car-sharing program in the incorporated limits of the Town of Jackson, WY. The Town will conduct a fair and extensive evaluation based on the criteria listed under "4.4 Evaluation Criteria" and select the vendor(s) who can help the Town best reach its goals.

The four **primary objectives** of this RFP are to procure bike-share and/or car-share services that will:

1. Reduce the number of single-occupancy vehicles traveling through town (as residents commute to and from work, take trips during the work day, and visitors take discretionary trips);

2. Provide “first/last mile” solution to existing public transportation through the installation of a bike-share network and amenities;
3. Provide a realistic, year-round alternative or supplement to household car ownership for local workers and families, as measured by vehicle ownership or other mobility access metrics; and
4. Reduce greenhouse gas emissions from transportation.

The Town’s preferred business model is to enter into a contract agreement with a firm or team (“Vendor”) for the implementation of electric bike (e-bike) share program and car-share program that will support residents and visitors in year-round community mobility without the need for vehicle ownership.

The Town desires to enter a three (3) to five (5) year contract for exclusive rights to Town right-of-way in exchange for 5% of gross revenues, if any. The Town would entertain a five-year base contract with up to a five-year renewal (5+5). The desire is for this program to be self-sustaining, however we understand this may not be feasible. Therefore, the Town is open to a variety of business models that could include a small subsidy, business/nonprofit sponsorship, pursuing grants to support capital expenses to offset the amount user fees needed to cover equipment purchase, and pursuing SMART or other technology-focused grants to implement MaaS features.

Eligibility to propose

This is a competitive process open to any qualified entity or consortium with past experience developing and operating a bike-share or car-share program for at least one (1) municipality of 10,000 or more residents. A single entity must be named as the lead Proposer in a consortium. Proposers not eligible include those who have no prior experience developing and operating a bike-share or car-share program.

3 RFP Requirements

3.1 Responsibilities of the Vendor

The Town desires a single vendor to provide and/or oversee a team of providers for:

- 1) The equipment and operations of a fleet of Class 1 Pedal Assist e-bikes and accompanying docking stations in the Town.
- 2) The equipment and operations of a fleet of car-sharing vehicles.

The Town’s preference to have a single vendor or team provide both bike-share and car-share services so that we have a single point of contact and an integrated approach to these services. A Proposer may respond to this RFP for any combination of the following modules, including both a single module or a combination of modules. The Town intends to make an award for each module, based on the best proposal received for each module, as evaluated by the Town. This may result in multiple awards to multiple vendors for one or more modules. The Town also reserves the right not to award a module if it deems no satisfactory or advantageous proposal was received.

The following responsibilities are required for **both services or either service if proposing on only one**:

3.1.1. Business and Operations Responsibilities

1. **Team Qualifications.** The Town seeks a highly experienced Vendor team that is capable of financing, planning, launching, operation, marketing, and maintaining the service(s).
2. **Organizational Development.** Design and set up a business organization that is capable of completing all tasks in this scope of work. This will include any office and warehouse setup, staffing,

administrative and office systems, risk management, legal compliance, accounting and reporting systems, policy manuals, user rules and regulations, payroll, HR systems and other activities and systems as needed. Operations team and office space are required to be located within two-hour travel time to Jackson in order to be responsive to the day-to-day operational needs of the system.

3. **Availability of data/technology** – Design, maintain, and host a website that promotes the program and allows users to register, submit credit card data, and execute a user agreement. Provide and display web pages correctly on all major web browsers and mobile devices/formats. Provide a system to track bicycles/vehicles and, if applicable, station and dock status. Populate interactive map with location and status of bicycles/vehicles throughout the service delivery area along with optional address and directions, and transit information. Ability to generate reports of available data to determine where bikes are going, frequency of use, and other Key Performance Indicators.
4. **Registration.** Provide and maintain in full operation a web page and mobile application. Both the web page and mobile application must offer capability for a user to register, submit credit card data, driver's license (if applicable), and execute a user agreement. After registration, members should be able to access a bike within 1 hour (ideally 5 minutes) or a car within 48 hours of registration acceptance/verification. Membership of durations as specified in *Table A* shall be available.
5. **Secure Financial Transactions.** Complete secure financial transactions with data input at the web page or by cell phone. Financial data must be held securely in a manner that complies with all applicable federal, state, and local privacy and data protection laws, rules, regulations, and directives, and is only accessible to authorized personnel. The Vendor shall develop a robust security policy. The Vendor must ensure that its security policy is enforced, report any breaches to the Town as soon as practicable, and develop a corrective plan to prevent future breaches. The method for protecting financial data, usernames, and addresses must be Payment Card Industry (PCI) compliant.
6. **Records.** In addition to Service Level Agreement reports, Vendor shall maintain additional business related, accounting, and customer service-related records and make them available to the Town on appropriate notice for inspection and auditing.
7. **Regular Operations Review.** The Vendor will routinely review periodic reports, maps, and data as well as ridership, fee structure, and trip and route data. Vendor shall develop recommendations that promote the use of the system, promote closer coordination with potential or existing partners, and reduce or eliminate any operating deficits. Any such recommendations will be circulated among the "Project Team" (Client and Vendor). Performance measures and metrics agreed to by the Project Team shall be displayed and available to the public (e.g. in a "front facing" dashboard format or via static reports to the customer website) with Town staff having access to the backend of the system.
8. **Innovation and Sustainability.** The Proposer should describe any especially innovative or sustainable (environmentally, socially, or financially) features of your approach to business or operations. Examples of innovation include the incorporation of electric vehicles, use of e-cargo bikes, and station rebalancing strategies to optimize system reliability.

3.1.2. Costs and Revenues Responsibilities

1. **User Fees.** Provide flexible pricing structures and options, as well as an operation plan to make bicycle and/or car-share available and accessible by all. This should include a pricing plan for low-income populations. Vendors must also detail all the following:
 - a. All payment options available to access Bike-share or Car-share system, including how the system will be accessible to users who are unbanked, and/or do not have a credit card and/or a smartphone.
 - b. Any late fees, out of station fees, or penalty-based fees the system uses.

- c. The recommended procedure, basis, and timing for increasing fees in collaboration with the Town.
 - d. Any proposed equity-based fee structures that Proposer has offered or could offer to Town of Jackson.
2. **Capital and Operating Costs.** All costs associated with the system, including but not limited to installation, maintenance, operating, marketing, and staffing, shall be the sole responsibility of the Vendor. Vendor must provide sufficient documentation to show financial sustainability of the system. The Town will work with the vendor on capital and operational costs options; however, the goals for operations is for the Town to have minimal financial obligation associated with the Bike-share or Car-share programs for the duration of the contract period.

3.1.3. System Maintenance and Operations Standards Responsibilities

1. **Reporting.** Vendor shall submit monthly reports that track Key Performance Indicators. Proposers shall propose and commit to a Service Level Agreement comprising high-level system Key Performance Indicators in their proposals including but not limited to system uptime and maximum response time for disabled e-bikes or vehicles. Agreement and Performance Indicator details and schedules *will be finalized in the contract negotiation process*. This will include such elements as number of trips/month, average utilization per bike/car per day, average trip distance, monthly system mileage, number of unique users, and other similar tracking metrics to demonstrate reasonable progress toward the above objectives identified by the Town. In addition, vendors must summarize a plan for releasing periodic reports for internal and external audiences. These reports should include, at a minimum, a monthly management report for Project Team that monitor SLA measures against agreed upon standards, as well as monthly business/financial metrics. An annual report available to the public and interested stakeholders will also be required.
2. **User Surveys.** Vendor shall make every effort to voluntarily collect customer email addresses as a part of the registration process, and send at minimum one electronic survey, designed by the Project Team, per year to users.
3. **Open Data.** The Vendor shall provide open content data that will allow third party developers to provide applications to assist users in finding bicycles and stations and/or car-share vehicles, and compare travel and usage information consistent with reports from other United States systems. This data shall be anonymized. *The Town preference is for a MaaS system involving integration of bike-share and car-share services into existing or future public transit booking and information interface systems so as to provide a single platform where users can find, book, and pay for a wide range of mobility services to meet travel needs. Currently START Bus has a contract with EQUANS for CAD/AVL, Masabi for Mobile fare payment, and Transit App for real-time customer information; this contract is in effect through 2027.*
 - a. Furthermore, the Town's preference is for vendor(s) to make available anonymized real-time data using the most current version of the Mobility Data Specification (MDS) to the Town and/or a designated third-party transportation data analysis platform, for the purposes of aggregating this data and evaluating and enforcing the requirements of the bike-share and/or car-share service(s). Any MDS-compatible API must expose data where:
 - i. The trip starts in the Town of Jackson, or
 - ii. The trip ends in the Town of Jackson,
4. **Customer Service.** The Vendor shall provide responsive and customer-friendly services that encourage repeat use including timely response to complaints. The Vendor will be responsible for creating and managing excellent customer service standards and procedures. All System structures shall contain a conspicuously posted telephone number and web address/email address to the

Vendor's customer service operations to which the public may direct complaints and comments, and instructions for filing a complaint. The customer service portal must be available with and without having to register for service (i.e. available to members and non-members). If a complaint or comment is to report malfunctioning equipment (e-bike, vehicle or docking station), the Vendor must respond within 2 hours and ensure the equipment status is noted as 'disabled' and upcoming equipment reservations/availability reports are modified as needed. The Vendor shall provide a timely response (less than three business days or 72 hours) to any other complaints. The Vendor shall provide a means by which the Town can view and download complaints from the public and in which the Vendor can report the resolution of such complaints.

5. **Maintenance and Repair.** Maintenance and repair responsibilities apply to all equipment, hardware and software components of the System. The Vendor will be responsible for developing and implementing a regular inspection, maintenance, and repayment schedule that keeps the system in continuous compliance with agreed upon PSA in-service standards. System maintenance shall include preventive maintenance, inspection, and prompt repair or replacement of all Systems. It will also include inspecting, cleaning, and removing graffiti from System structures on a timely basis, as well as removal of debris in and around the System structures. The Vendor shall comply with specified service standards.
6. **Staffing.** Describe the staffing model to operate and maintain the service(s) in the Town. Please note, Vendor must plan for an effective local operations team and how employee turnover, including seasonality, will be managed given the employee retention challenges in Jackson. Describe any proposed partnership with local bike shops for equipment maintenance.
7. **Brand, Marketing, and Public Relations.** If done collaboratively, this can result in exposure to programs that demonstrate the convenience and access a growing e-bike-share or car-share program can provide. Pre-marketing rollout will be critical to the program's success as will end of year performance monitoring and "highlights." Thorough consideration of marketing and community relations shall be clearly articulated in the proposal.
8. **Theft and Vandalism.** Vendor shall identify how their approach minimizes opportunities for theft and vandalism. Vendor shall also identify who is responsible for any incidents of theft and/or vandalism, how these are handled and resolved, any involvement of law enforcement, and applicable user fees.

Additional requirements for each individual service are outlined in subsections below.

3.1.4. Bike Sharing Program

- A. **Launch Date:** The bike-share program must launch by June 1, 2024.
- B. **Safety, Marketing, and Education.**
 1. **Helmets.** Describe any programs in place to encourage helmet use by users. Describe any education, outreach, discounts, or other options available to increase helmet usage including partnerships with local bike shops or hotels.
 2. **Minimum Age.** The minimum age of e-bike share users shall be 12 years.
 3. **Education.** Describe any community outreach education that Vendor will conduct in conjunction with the Bike-share system. Describe potential partnerships with nonprofits and/or bike shops. Examples include safety tips and reminders of local traffic laws printed on bike or sent in e-mail, incorporating the Friends of Pathways "How we roll" video", information during registration, ongoing community safety outreach education, available safety information and resources online, or other methods.

4. **Speed Governance.** Describe any speed governance bike controls your system uses to reduce speeds in sensitive and/or congested areas. Description should include indication of ability to set a geofence and define a maximum speed (e.g. 16 mph) within that fence. Ebikes will not be able to exceed the maximum speed set in the bike-share service area.
5. **Branding, Marketing and Public Relations specific to bike-share.** Robust and multi-media marketing program that works with and not in competition with local bike shops. If marketed correctly, the e-bike-share program can enhance a safe e-bike culture in the Town and foster growth in non-biking populations, and potentially lead to increased e-bike ownership for households that can store their own e-bike.

C. Additional System Maintenance and Operations Standards

1. **Operating Model** – The operations preference is for docked operations and Class 1 Pedal Assist Bicycles. The Town would consider a system where there is a fence or maximum distance from a fixed dock that a bike can be checked in to provide user flexibility in their origins and destinations, however the flexible management system must address how sidewalk clutter and ADA access will be managed.
2. **Equipment** – The Vendor will be responsible for procuring all bike-share equipment and will retain ownership of the equipment throughout the duration of the contract. The Vendor will be responsible for maintaining bicycles in safe operating condition per Wyoming State statute. The seat should be easily adjusted and a sturdy basket or other carrying mechanism is highly desirable. Proposers should describe the quality of equipment and ease of acquiring replacement parts and any potential to include e-cargo bikes in the fleet.
3. **Balancing.** Proposer should describe proven ability to actively track and monitor bike inventory and distribution from sunrise to sundown and balance bikes amongst the network. The team must also have a robust maintenance program that addresses routine, annual, and emergency maintenance including a hotline that is available to users to address immediate maintenance needs including picking up disabled vehicles and replacing them on a moment's notice;
4. **Real-time communication.** Provide a system to track bicycles and, if applicable, station and dock status. Populate an interactive map with the location and status of bicycles throughout the Town service delivery area along with optional address and direction, and transit information.
5. **Walk-Up Utilization.** Allow one-time use by walk-up registration at all or designated stations or through cell phone registration. Walk-up renters shall be able to register, submit credit card data, sign a liability waiver or watch the safety video, and execute a user agreement with no more than a one-hour delay and ideally a two-minute delay.
6. **Minimum System Size.** The system should have enough bikes and stations to be a reliable, on-demand mobility option for residents, employees, commuters, and visitors. This RFP calls for a minimum of **30 e-bikes and 8 stations at launch**, with the possibility to scale up if there is sufficient demand. Include any seasonal changes to this approach such as decrease in size of fleet or hibernation of the system from November through April.
7. **Bike-share station locations.** Proposals shall include a detailed geographic approach to this launch, specifying the minimum number of bikes that would be launched in each zone. Please see attached Figure A for identification of potential locations. Locations and zones are not intended to be “set in stone” or restrict the creativity of the Vendor but instead to inform the proposal and position the rollout for success. Note that final station placement may be subject to power availability.
8. **Open Data** – The vendor shall make anonymized real-time data available to the Town and/or a designated third party through APIs in the General Bikeshare Feed Specification (GBFS), a standardized data feed for bike-share system availability. Provide iOS and Android App with real-time map updates to allow users to locate stations and status of bicycles.

9. **Bike parking.** Describe a plan for ensuring that bikes are properly and legally parked. Describe a plan for retrieving within 24 hours and managing improperly parked vehicles that need service, are inoperable, or abandoned.
10. **Bike storage.** Vendor should describe their plan for storing equipment during off-season months (November through April). Please identify the storage site and associated costs, or a plan for procuring a storage site. The Vendor should not anticipate the availability of Town facilities for storage.
11. **Access.** Proposal should describe how walk-up customers or members can access the bike (e.g. with a 5-digit code, an RFID card or fob, etc.)

3.1.5 Car Sharing Program

A. **Launch Date:** The car-share program must launch by April 1, 2025.

B. **System Maintenance and Operations Standards**

1. **Operating Model** – The operations must provide for round-trip operations (A2A). The round-trip model allows a member to pick up a vehicle at a predetermined dedicated spot and return it to that same location.
2. **Minimum System Size** – In the first year, the system shall have at least three (3) and ideally 5-6 vehicles, either EV or internal combustion engine (ICE) depending on station locations available.
3. **Equipment** – The Vendor will be responsible for procuring all car-share vehicles and will retain ownership of the vehicles throughout the duration of the contract. Vendor will be responsible for maintaining vehicles in safe operating condition per Wyoming State law and vehicles must pass standard inspections. Vehicles must be less than five (5) years old. Vendor will be responsible for costs and labor to install and maintain additional EV charging stations at available Town provided parking spaces if the Vendor proposes a full EV car-sharing program.
4. **Vehicle Storage** – Describe your plans for storing/parking vehicles to be accessible to customers year-round or seasonally.
5. **Minimum Age.** The minimum age of car-share users shall be 18 years.
6. **Vehicle Telematics and other Safety Features**– It is highly desirable for the vehicles to be equipped with sufficient telematics to detect illegal or unsafe maneuvers and provide feedback to the customer, with the ability for the Project Team to issue warnings or terminate a customer's membership. Describe vehicle safety features and operating procedures that enable safe operation of shared vehicles.
7. **Signage** – the Vendor will work with the Town to approved designated signage for the Town to order and erect at designated parking spaces.
8. **Infrastructure**– If the Vendor chooses to operate an EV car-sharing system, the Vendor will be responsible for maintaining (and replacing as needed) the Level 2 charging stations in a state of good repair with 99% station 'uptime' and making any recommended improvements, at their discretion, subject to Town approval.
9. **Experience with EV carsharing** – Proposer shall describe any experience transitioning a fleet of ICE vehicles to EV and other experience associated with operating an EV car sharing program.
10. **Access and Reservation Options.** Proposer shall describe how registered users can reserve a vehicle and how they can access the vehicle they have reserved (e.g. unlock the vehicle via phone, membership card, etc.). Describe the customer's ability to schedule and manage their reservation via web browser and mobile application.

3.2 Responsibilities of the Town

Through the contract agreement:

- The Town will provide up to six (6) garage spaces at the Simpson/Millward Parking Garage for year-round use. **One (1)** of these spaces is equipped with a Level 2 charger. The Town will designate such exclusive parking spots as tow-away zones and will ensure it has the authority, and will exercise such authority, to tow violators. The Town anticipates a phased-in car-share installation, which may, at the Vendor's request, include a small, short pilot program before full installation of the first phase.
 - Alternatively, additional off-street parking spaces in surface lots may be available and could be discussed during negotiation. The Town clears off-street parking, subject to staff availability and storm severity. The Town does **NOT** clear snow that accumulates on top of parked vehicles.
 - The Town would be open to considering summer seasonal operations and additional on-street or off-street parking spaces, utilizing a point-to-point (A2B) car-sharing model, in the summer months.
- The Town will support identifying at least 8 areas appropriate for bike-share docking stations, with potential for more pending Vendor's proposed station placement.
- The Town will work with the vendor and private property owners during contract negotiation to assist in identifying additional spaces for car-share vehicles and bike-share docks.
- The Town will provide oversight in the form of reviewing monthly performance reports and participating in project management meetings with the Vendor.
- The Town will provide limited support during bike-share system start-up each spring (e.g. preparing agreed-upon areas for docking or bicycle placement).

3.3 Cost Proposal Information (Table A)

Module: _____ (submit a table for each module)

Proposer may propose a three to five (3-5) year contract base term. For each year in Vendor's proposed base term of operations, please provide a high-level **narrative** of proposed system operating parameters and associated expenses and revenues for evaluation. The table below is intended to support your narrative; add additional rows as appropriate. If there are equity-based programs available for lower-income households, please list those costs as separate items.

	Year 1	Year 2	Year 3	Year 4	Year 5
EXPENSES:					
Installation					
Initial capital outlay					
Equipment Storage					
Salaries/labor					
Parts/equipment					

Other direct costs					
BIKE-SHARE REVENUES:					
One-time sign-up fee/initiation fee:					
User fees: season pass (assume May 1 to Sept 30)					
User fee: monthly pass (30 days)					
User fee: 7-day pass					
User fee: day pass					
User fee: single 30-minute ride					
Other fees/subsidy requested					
CAR-SHARE REVENUES:					
One-time Sign-up fee/initiation fee per person:					
Hourly rate- large truck/SUV					
Hourly rate- midsize					
Hourly rate- compact car					
Other user fees (please itemize)					
Subsidy requested (if any)					

4 Proposal Information and Requirements

4.1 Submittal Requirements

To be considered, interested parties must submit by the **January XX, 2023** deadline a proposal package that includes the following:

Submit the following items once, regardless of how many modules you are proposing on:

1. **Cover Letter**
 - a. Proposer introduction with contact information.
2. **Firm Experience and Project Understanding**
 - a. Knowledge of requirements, system characteristics, unique aspects of Town of Jackson's shared mobility transportation needs
 - b. Years of experience providing similar bike-sharing and/or car-sharing services.
 - c. Description of one to three similar bike-sharing and/or car-sharing projects implemented and maintained by the Proposer within the past four (4) years.
3. **Ability to Integrate/Operate in a MaaS framework**
 - a. Include experience related to providing open data
 - b. Include description of experience in using a platform in either establishing or integrating bike-share and/or car-share services into a platform that allows users to find, book and pay for multiple modes of transportation to complete trips or trip chains.
 - c. Include experience with the Mobility Data Specification (MDS) and/or General Bikeshare Feed Specification (GBFS) as relevant.
4. **Qualifications of the Team**
 - a. List of team members and qualifications.
 - b. Any subcontractors and their staff.
 - c. Organizational chart for the Proposer's staff and if the proposal is submitted on behalf of a team of firms, please describe the relationship between the firms (prime and subcontractors, joint venture etc.) and how project activities will be managed.
5. **References**
 - a. References from at least one current municipality in which the Proposer has implemented bike-share and/or car-share programs.
 - b. At least **two** additional references that can speak to the qualifications and experience of the vendor.

Submit the following items for each module you are proposing on:

6. **Approach to the Project/Module scope of work (responses to sections 3.1.4 and 3.1.5)**
 - a. Description of ability, methodology, and means of meeting requirements.
 - b. Description of associated tasks.
 - c. Description of included start-up training and ongoing customer support.
 - d. Description of proposed interface(s) with other project modules if not proposing on entire scope of services
 - e. Timeline for activities.
7. **Cost/Overall Value, and Proposal of the Team** (to be submitted on a **separate sheet according to Table A above**)
 - a. Detailed budget with one-time implementation costs, onsite and ongoing training, ongoing annual costs (e.g., subscriptions, technology fees, or communications costs), hardware costs, associated project travel and expenses.
 - i. Proposer should include a copy of *Table A* (above) for each module proposing to perform.
 - b. Pricing must be valid for 90 days.

The proposal package for items 1. through 5. described above cannot exceed 15 pages, excluding proposal cover, team resumes, table of contents, and divider pages. The proposal package for each module (items 6 and 7) cannot exceed 15 pages per module proposal.

4.2 Communications

Requests for additional information or documents from the Town of Jackson in order to respond to the RFP must be received in writing/via email no later than **XX**. Questions can be submitted at **Quest CDN OR**

PUBLIC PURCHASE. All information and documents provided by Town of Jackson will be posted on the Public Purchase/Quest CDN at [\[insert web address\]](#). Any oral communications will be considered unofficial and non-binding on the Town.

4.3 Process and Timeline for Selection

A vendor selection committee will review the proposals. The committee may select prospective vendors for further consideration or may directly select and negotiate for a scope of service with the leading candidate. If more than one vendor is considered, then interviews may be conducted, or additional information requested. The schedule is contingent upon the Town of Jackson's project schedule and may be changed at any time. The selection process will proceed on the following schedule:

October 20, 2023 – RFP released

RFP posted and noticed.

November XX, 2023 – Deadline for RFP questions or clarifications

Questions must be received by November XX, 2023

December XX, 2023 – Town of Jackson responses to RFP questions or clarifications

The Town will respond to questions or clarifications by [DATE] via post to **Public Purchase**.

January XX, 2023 – Deadline for RFP submittal

Submittals must be received by Town by 4:00 pm, prevailing Mountain time, [DATE]. Submittals may be transmitted via e-mail or hard copy delivered by hand or delivery service (Fed Ex etc.) to [ADDRESS]. The Town cannot accept responsibility for delayed delivery of proposals so please plan accordingly.

January XX, 2023 – Review and selection of candidates

The evaluation team will select candidate(s) from submittals received. This process will include review of submittals, references, and other information as necessary. The Town may conduct interviews with potential candidates at its discretion. In making its selection, the Town reserves the right to request from any responding entity to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal within the timeline requested by the Town. The Town also reserves the right to make a selection without conducting interviews.

February XX, 2023 – Award of contract

The Town will attempt to negotiate a satisfactory contract with a preferred vendor. If the Town determines, at its sole discretion, that the negotiation is not proceeding satisfactorily, the Town may terminate negotiation with the preferred vendor and begin negotiation with another Vendor, according to the evaluation criteria.

TBD – Go-live

The desired go-live/launch date for the new services, according to the service parameters, will be established in conjunction/partnership with the selected Vendor. Proposers should be advised/ reminded that project timeline/schedule will be considered as part of the proposal review and evaluation process.

4.4 Evaluation Criteria

Responses will be evaluated for **each proposed module** by the Town and a designated review team as set forth immediately below:

EVALUATION CRITERIA	POINT VALUE
Firm Experience and Project Understanding – What is the experience and proven ability of the Proposer to deliver a successful project? Do they understand the four primary project objectives and Responsibilities of the Vendor?	15
Ability to Integrate/Operate in a Mobility as a Service framework – Does the vendor provide open data? Does the vendor have demonstrated experience in using a platform that allows users to find, book, and pay for multiple modes of transportation?	15
Qualifications of the Team – How qualified are the identified team members to deliver the project successfully? What is the experience of the proposed project team members on similar projects?	15
References – How strong and relevant are the references provided for similar work?	10
Approach to the Project/Module scope of work – How does the Proposer plan to approach the work, how well does the Proposer meet the requirements of each module? Do they present an advantageous approach to project delivery? Do they clearly show how they meet the overall responsibilities and each required service component?	20
Cost, Overall Value, and Financial Capability – How much value does the Proposer provide in comparison to other proposals? Is the Proposer financially capable?	20
Innovation, Sustainability, and Equity – Does Proposer offer features that enhance innovation, sustainability, or equity?	5
TOTAL MAXIMUM SCORE	100

The Town reserves the right to utilize new or revised evaluation criteria at its sole discretion. The Town reserves the right to award the contract to the responding entity or entities which best meet the needs and interests of the Town or to reject all responses. The Town also reserves the right to make multiple contract awards as described in the Scope of Services.

4.5 Proposal Submissions

Submit to [PublicPurchase/QuestCDN](#), by 4:00 pm, prevailing Mountain time, **[DUE DATE]**

4.6 Open Records

The Town of Jackson is subject to the Wyoming Public Records Act (Wyoming Statutes 16-4-201 through 205). Any proposals submitted hereunder are subject to public disclosure by the Town of Jackson pursuant to the Public Records Act.

4.7 Reservation of Rights

The Town reserves all of the following rights:

- To waive minor informalities.
- Reject any and/or all proposals.
- Not to award a module if the Town determines no satisfactory proposal for the module was received.
- Select a party for contract negotiation other than the one with the lowest cost proposal.
- Negotiate any aspect of the price proposal with any party.
- Terminate negotiations and select the next most responsive and responsible proposal for contract negotiation.
- Terminate negotiations and take any action as deemed appropriate, including preparing and releasing a new RFP.

Appendix 1. Additional Information for Bidders

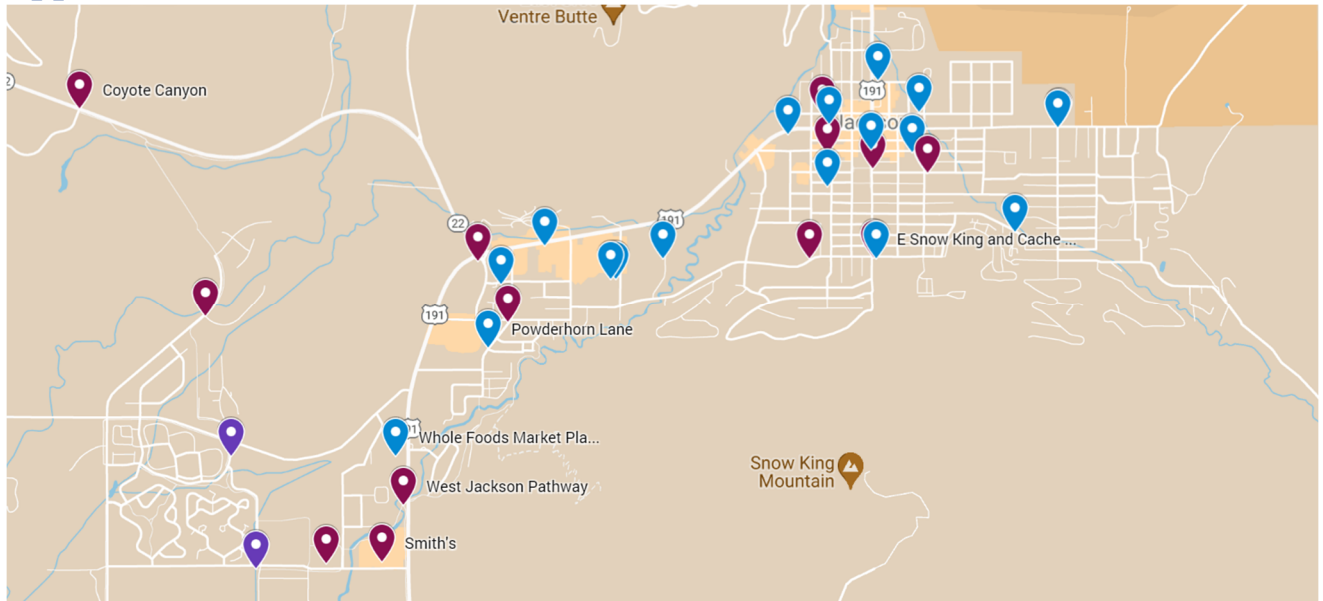


Figure A (Separate attachment, **will also include KMZ map file with station lat/longs**) Blue indicate prior stations; maroon indicate People's Market suggested locations; purple indicate staff recommended locations

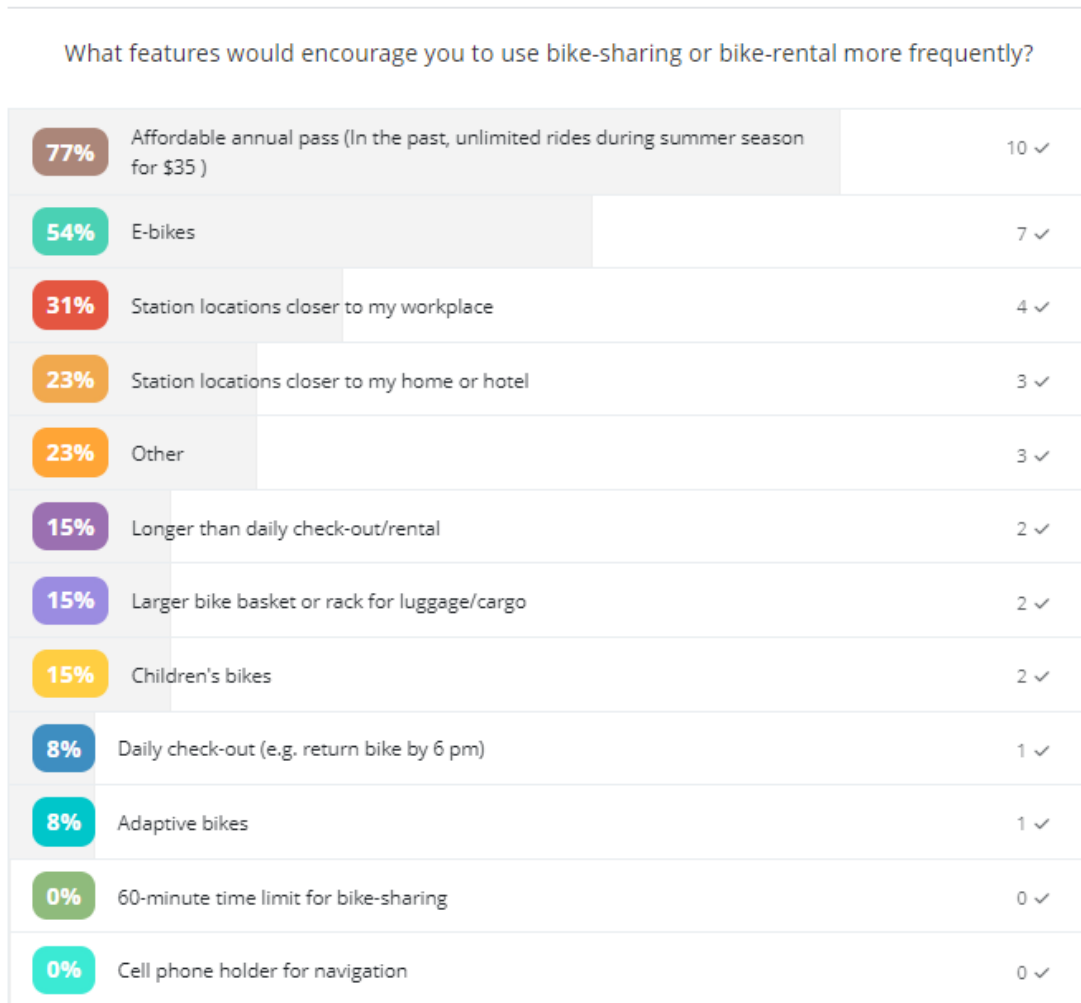


Figure B. Survey responses to question “What features would encourage you to use bike-sharing or bike-rental more frequently”

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	2023 Rodeo End of Season Report and 2024 Rodeo Dates	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to approve the 2024 rodeo dates and accept the 2023 Rodeo Report, pursuant to the Rodeo Concession Agreement.

Requested Action.

The requested action is to receive Council approval for the 2024 rodeo dates as presented by JH Rodeo and accept the 2023 Rodeo Report as presented.

Recommendations.

Staff recommends approval of the 2024 rodeo dates and acceptance of the 2023 Rodeo Report as presented.

Background.

Rodeo Dates

The Rodeo Concession Agreement states that the rodeo shall be produced Wednesdays through Saturdays during the Rodeo Season. The Rodeo Season is the Friday of Memorial Day Weekend through the day after Labor Day. The rodeo shall also be produced on July 4th and may be produced on eight additional dates upon mutual agreement between the Concessionaire (JH Rodeo) and the Administrative Authority (Teton County) and approval by the Town Council. The Rodeo Concession Agreement requires the next year's schedule to be submitted by September 25 and Council's action on the proposed schedule by October 31. The proposed 2024 rodeo dates are attached, which include 8 additional dates that JH Rodeo has chosen to request.

Teton County and the Fairgrounds Manager have approved of the proposed dates by the concessionaire.

Rodeo Report

The Rodeo Concession Agreement states the following regarding the annual report:

Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season's rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

The end of season report is attached to the staff report and staff is happy to report that this rodeo season was reported as very successful and positive. The working relationship between JH Rodeo and Teton County Fairgrounds staff continues to be productive.

Highlights of that report include:

- New sound board/mixer and microphones for PA system.
- Good communication between JH Rodeo and Teton County.

- Excellent job of JH Rodeo vacating the premises before the fair and turning it over in good condition.

Analysis.

Key Policy Question #1 – Does Council approve of the 2024 rodeo dates as requested?

As noted, the Concessionaire has requested the attached dates and Teton County approves of the requested dates. The Town Council has the option to remove one Wednesday or Saturday night rodeo event. Because both the Concessionaire and Teton County approve of the dates, there would be no reason to remove a rodeo date.

Key Policy Question #2 – Does Council accept the 2023 rodeo report as presented?

As noted the Concession agreement requires the report be submitted to the Town Council for consideration each year. The 2023 Rodeo report is very positive. Highlights of the report are provided in the background section of this staff report.

Possible Alternatives.

The Town Council has the option of approving the proposed schedule for rodeo events as presented, remove one Wednesday or Saturday night rodeo, and/or adjust the eight additional rodeo event dates requested.

Comprehensive Plan & Priority Alignment.

The production of a rodeo relates to Common Value 3, Quality of Life, in that rodeos in Jackson are a part of our history and culture. They also pay homage to our ranching heritage. Rodeos also allow locals who work at dude and working ranches to participate in a local activity, while providing entertainment to tourists, and therefore supporting our economy on multiple levels.

Fiscal Impact.

There is no fiscal impact associated with approval of the 2023 proposed rodeo dates. JH Rodeo has made their 3 required payments of \$12,500 with the remaining payment due on October 15, 2023 (10% of proceeds).

Pursuant to the Rodeo Grounds Management Agreement (RGMA) between the Town and the County, the Town passes through a minimum of \$10,000 and a maximum of \$80,000 (at no time exceeding the amount received from the Concessionaire) to Teton County for management of the grounds on our behalf. This pass through of funds usually occurs in the spring following the previous season.

Staff Impact.

Administration staff spent approximately 3 hours gathering information and preparing the staff report.

Attachments or Links.

2024 Proposed Rodeo Dates
2023 End of Season Report

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

I move to approve the 2024 rodeo schedule as presented and to accept the 2023 Rodeo End of Season Report as presented.

Proposed 2024 Rodeo Schedule

MAY

19	20	21	22	23	24	25 Rodeo
26	27	28	29 Rodeo	30	31	

JUNE

						1 Rodeo
2	3	4	5 Rodeo	6	7	8 Rodeo
9	10	11	12 Rodeo	13	14	15 Rodeo
16	17	18	19 Rodeo	20	21	22 Rodeo
23	24	25	26 Rodeo	27	28	29 Rodeo
30						

JULY

	1	2	3 Rodeo	4 Rodeo	5 Rodeo	6 Rodeo
7	8	9	10 Rodeo	11	12 Rodeo	13 Rodeo

14	15	16	17 Rodeo	18	19 Rodeo	20 Rodeo
21	22	23	24 ?Fair?	25	26	27
28	29	30	31 Rodeo			

AUGUST

				1	2 Rodeo	3 Rodeo
4	5	6	7 Rodeo	8	9 Rodeo	10 Rodeo
11	12	13	14 Rodeo	15	16 Rodeo	17 Rodeo
18	19	20	21 Rodeo	22	23 Rodeo	24 Rodeo
25	26	27	28 Rodeo	29	30 Rodeo	31 Rodeo



Teton County Fair & Fairgrounds

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

Tuesday September 19th, 2023

Dear Honorable Mayor Morton-Levinson and Town Council Members,

The purpose of this letter is to summarize the 2023 JH Rodeo season and the working relationship between the Rodeo Concessionaire and your Administrative Authority/TC Fairgrounds staff. I am happy to report that this past season was, for the 2nd year in a row, positive and successful. After 6 summers as the Fairgrounds Manager, we seem to be headed in the right direction and I am confident that it will continue.

One capital project worth noting, installed this past spring, was a new sound board/mixer and microphones for the venue PA System. Fairgrounds staff worked with Atkinson Sound out of Utah, already familiar with the existing system from performing work in the past and with the venue itself. Representatives from Atkinson Sound arrived on site in late-June and installed the new equipment, checked all the speakers, wiring, and settings etc. One benefit of the new equipment is that several programmed settings can be saved. The contractor worked with the Rodeo Concessionaire to get their specific setting dialed in and then were able to lock it. Each time the Rodeo Concessionaire came in for a performance, they just had to reset their sound setting to the original and were ready to go.

Overall, it was a great season! Communication between both parties occurred regularly and productively. The Rodeo Concessionaire is always quick to make Fairgrounds staff aware of any issues, which in turn allows us to address them as soon as possible. The Rodeo Concessionaire also did an exceptional job of vacating the premises before Fair and turning it over to us in good condition. We are in favor of the proposed 2024 JH Rodeo dates and look forward to another successful season!

Best Regards,

Rachel Grimes

Fair & Fairgrounds Manager

(307) 203-0660

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Paul Anthony & Kelly Thompson
Agenda Item:	Fee Schedule Update	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization through resolutions and an updated resolution is necessary to address the most recent ordinances adopted related to Short Term Rentals (STRs) and compliance with Wyoming Statutes related to manufacturer's off-premise liquor license fees.

Requested Action.

Staff requests that Council adopt the proposed amended fee schedule.

Recommendations.

Staff recommends the Town Council consider and discuss the proposed fees, make any changes, and adopt the fee schedule.

Background.

Town Council last approved the fee schedule resolution with 23-14 on July 17, 2023. Since then, new fees related to STR ordinances and corrections to the fee schedule have occurred. These need to be formalized into the fee schedule resolution.

Analysis & Key Questions.

Key Policy Question #1 – Does Council support the proposed fees for STR?

STR Basic Use Permit (BUP):

Town Council approved Ordinance 1348 relating to Short-Term Rental Uses on August 21, 2023. Council previously discussed BUP fees at its May 1, 2023, Regular meeting. A Basic Use Permit applies to uses that are allowed by right but which require review and approval by staff. Council directed staff to proceed forward on item #6 which would establish a BUP fee structure per below. Council now needs to make the following changes to the fee schedule:

- Remove Short Term Rental business license fee since the repeal of Municipal Code Chapter 5.60 is scheduled for first reading on October 16, 2023, and second and third readings at successive meetings thereafter.
- Add Basic Use Permit – Short-Term Rental (new fee authorized in the LDRs)
 - o Initial application fee - \$500 per bedroom
 - o Annual renewal fee - \$500

Two fee schedule corrections:

- Parklets were approved by Council with the May 8, 2023 fee schedule resolution. These were accidentally left off the printed fee schedule in the most recent resolution. The fee schedule will show these in accordance with prior Council direction.
- The current fee schedule lists the annual fee for Manufacture's Off-Premise liquor license at \$100. Statute 12-4-414(g) states "The local licensing authority may require payment of an additional permit fee of not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00)". Staff is currently charging \$50 per applicable permit to maintain compliance with Wyoming Statutes. The fee schedule will be updated to be in compliance with Statute maximum.

This resolution will be effective On October 17, 2023.

Alternatives.

- Council could defer the effective date beyond October 17, 2023.
- Council could change the initial application or renewal amounts.

Comprehensive Plan & Priority Alignment.

Establishing and maintaining a clear and transparent fee schedule aligns with Quality Community Service Provision in the Comprehensive Plan: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The intent is to have new application fees for STRs offset the Town's cost of implementing and administering the new program long term. The fees should cover the cost of staff time and other resources in the Planning, Legal, Code Enforcement, Police and Fire Departments, thus the fiscal impact to the Town should be neutral. Staff recommends updating the Town's fee resolution consistent with the new fees. The fiscal impact of the Council adopting the fee schedule is unknown until new applications are received. Sample estimates:

- 50 one-bedroom BUP applications = \$25,000
- 100 two-bedroom BUP applications = \$100,000
- 150 annual renewals in FY2025 = \$75,000

Staff Impact.

The staff impact of updated fees is approximately 2 hours to update all related applications, documents, etc. that are tied to the fee schedule. It also includes the time necessary to print, obtain signatures, post online, and record the resolution in the permanent record books for the Town of Jackson.

Attachments or Links.

Fee Schedule Resolution 23-20

Appendix A: Fee Schedule

Suggested Motion.

I move to approve Resolution 23-20, rescinding all previous fee schedules and adopting the Town of Jackson Fee Schedule.

RESOLUTION 23-20

A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)

EFFECTIVE OCTOBER 17, 2023

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

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

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

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

WHEREAS, The Town Council, by adoption of this resolution adopts the Town of Jackson Fee Schedule, attached hereto as Appendix A, and rescinds all previous fee schedules; and

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

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on October 16, 2023, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution 23-20, replacing the previous Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 16th day of October 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____

Riley Taylor, Town Clerk

**RESOLUTION 23-20, APPENDIX A
FEE SCHEDULE, EFFECTIVE 10/17/2023**

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

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	126.00
	11-49 employees	252.00
	50-99 employees	378.00
	100 employees, or more	630.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	164.00
	11-49 employees	365.00
	50-99 employees	492.00
	100 employees, or more	819.00
5.16.025	Independent Contractors and Agents	126.00
5.16.027	Commercial Rentals	128.00
5.16.027	Residential Rentals	128.00
5.06.130	Solicitation - Commercial	128.00
5.06.150	Solicitation - Highway or Street	128.00
5.60.040 C	Short Term Rental	114.00
5.20.010	Installation Permit	32.00
5.32.040	Pawnbroker	33.00
5.20.020	Exposition Licenses	
	5 or fewer vendors; for-profit expositions	131.00
	more than 5 vendors; for-profit expositions	263.00
	5 or fewer vendors; non-profit expositions	66.00
	more than 5 vendors; non-profit expositions	131.00
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	47.00
5.04.026 B	Renewal Late Fee	
	\$32 per month on January 31st not to exceed \$128	32.00
5.12.130	Change of Location Fee	
	notice given on new application	47.00
Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	126.00
	> 10 employee	252.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	48.00
	< 30 mpg	72.00
5.50.060 B	Operator License Permit	
	new	120.00
	renewal	61.00
5.50.085	Taxi Fares	
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"	
	https://www.jacksonwy.gov/575/Taxi-Fee-Information	

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

Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	64.00
	Cat, annual fee	64.00
	Owner Surrender	37.00
	Rabies voucher	27.00
	Teton County License	27.00
	Altered	11.00
	Unaltered	27.00

Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	207.00

Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	55.00
8.36.070 C	Second conviction	110.00
8.36.070 C	Third Conviction goes to Municipal Court	-

Encroachment Permit		\$ Current Fee
12.08.030	Encroachment Agreements	
	Deposit on Application: Non-Refundable, applied to final request	50.00
	Request for Encroachment	601.00
	Encroachment Agreement	601.00
	Crane in PROW (set in crane agreements, per license)	
	Crane Swing in PROW (set in crane agreements, per license)	
	Amendments to Agreements: Half the cost of the Agreement Fee	
12.08.060	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Encroachment Activity:	
	Minimum Fee: Non-Refundable, applied to full Permit Fee	50.00
	Amendment to Permit: Non-refundable	25.00
	Utility Excavation in public street - per utility	500.00
	Utility Excavation in public alley - per utility	300.00
	Utility Excavation in public easement - per utility	300.00
	Driveway cuts/curb cuts installation/replacement - each	180.00
	Curb and gutter installation - each block	180.00
	Sidewalk installation - each block	180.00
	Construction-related, occupy street travel lane - per 50 ft of lane/day	75.00
	Construction-related, occupy bike travel lane/pathway/cycle track - per 50 ft of lane/day	20.00
	Construction-related, occupying sidewalk and buffer area - per 50 ft of lane/day	15.00
	Construction-related, occupy public alley - per day	180.00
	Construction-related, occupy time-restricted parking space - per space/day	89.00
	Construction-related, occupy non-time restricted parking space - per space/day	50.00
	House moving, per Town staff assistance	45.00
	Other, as deemed appropriate by Public Works Director	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Excavation, Construction, and Occupancy fees are cumulative	
	Fees are per the table unless otherwise noted, conditioned, or regulated (e.g. restrictions for winter snow removal ordinance). Minimum permit fees may apply. Minimum pay quantity is as shown.	
	Fees, other than the Deposit on Permit, are non-refundable unless staff determines that it was notified prior to the permitted dates that the permit activity would not occur.	

Full lane closure is inclusive of adjacent parking, does not include sidewalk and buffer area fee.

Fee Waivers are in accordance with the Planning Permit Fee Waiver policy or other established agreements.

Parklet Permit		\$ Current Fee
12.10.050 A	Annual Parklet fee	3,500.00

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

Planning Permit		\$ Current Fee
Fee Waiver		
The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:		
1. A project that is sponsored by a governmental entity, or a project that received public funding.		
2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.		
Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.		
Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.		
General Pre-Application Conference (per Pre-App meeting)		
	Sketch Plan, Special Use, Planned Unit Development	767.00
	Conditional Use, Development Plan, Map Amendment	384.00
	Development Option Plan	384.00
	Grading & Erosion Control	192.00
	Optional/Elective Conference with:	
	Staff	192.00
	Planning Commission or Town Council	original fee
	Design Review Committee	255.00
Physical Development		
	Sketch Plan, Development Plan	3,198.00
Sign Permit		
	Per Sign	96.00
	Master Signage Plan	384.00
Basic Use Permit		
		640.00
Basic Use Permit - Short-Term Rental		
	Initial Application Fee - per bedroom	500.00
	Annual Renewal Fee	500.00
Conditional Use Permit		
	Use Permit only	3,198.00
	Concurrent with application requiring public hearing	640.00
Special Use Permit		
		3,198.00
Development Option or Subdivision		
	Development Option Plan	640.00
	Subdivision Plat, <i>plus technical review fee</i>	1,279.00
	Exempt Land Division	no charge
Boundary Adjustment		
	Plat Required, <i>plus technical review fee</i>	1,279.00
	Without Plat, <i>plus technical review fee</i>	576.00

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

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

Mechanical Permit (IMC)	\$ Current Fee
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15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	53.00
	For issuing each supplemental permit	21.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	27.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	32.00
	Install or relocate each floor furnace, including vent	23.00
	Install or relocate suspended, recessed or floor mounted heater	23.00
	Install, relocate or replace appliance vent	16.00
	Repair or alter any heating, cooling, absorption or evaporative system	21.00
	Install or relocate boiler or compressor to 3 hp	23.00
	Install or relocate absorption system to 100,000 btu/h	23.00
	Install or relocate boiler or compressor 3-15 hp	43.00
	Install or relocate absorption system 100,000-500,000 btu/h	43.00
	Install or relocate boiler or compressor 15-30 hp	59.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	59.00
	Install or relocate boiler or compressor 30-50 hp	90.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	90.00
	Install or relocate boiler or compressor over 50 hp	160.00
	Install or relocate absorption system over 1,750,000 btu/h	160.00
	Each air-handling unit up to 10,000 cfm and attached ducts	21.00
	Each air-handling unit over 10,000 cfm	32.00
	Each evaporative cooler other than portable type	21.00
	Each ventilation fan attached to a single duct	16.00
	Each ventilation system not part of heating or air conditioning system	21.00
	Installation of hood system serving any mechanical exhaust, including ducts	21.00
	Install or relocate domestic type incinerator	32.00
	Install or relocate commercial or industrial incinerator	122.00
	Install, relocate or alter any unclassified equipment	21.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	Gas-piping Systems to 5 outlets	16.00
	For each additional Gas-piping System outlet, per outlet	5.00

15.12.030	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min
	For which no fee is specifically indicated	80.00/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min

Electrical Code	\$ Current Fee
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15.20.010 3	Valuation of Electrical Work	
	1.00 to 500	38.00
	500.01 to 600	44.00
	600.01 to 700	49.00
	700.01 to 800	53.00
	800.01 to 900	59.00
	900.01 to 1,000	64.00
	1,000.01 to 1,100	68.00
	1,100.01 to 1,200	73.00
	1,200.01 to 1,300	79.00
	1,300.01 to 1,400	84.00
	1,400.01 to 1,500	88.00
	1,500.01 to 1,600	94.00
	1,600.01 to 1,700	99.00
	1,700.01 to 1,800	103.00
	1,800.01 to 1,900	109.00
	1,900.01 to 2,000	114.00
	2,000.01 to 3,000	129.00

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

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

Inspections for which no fee is specifically indicated	80.00/hr min
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min

Flood Damage Prevention	\$ Current Fee
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15.30.110	Floodplain Development Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Scale of project is determined by the Floodplain Administrator and examples of projects are included in the application:	
	Small Scale	300.00
	Large Scale	750.00
	Floodplain Map Revision (CLOMR and LOMR) Application	1,200.00
	Permit Revisions: half the cost of the original permit	
	Variance Application	750.00
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Contractor Licensing	\$ Current Fee
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15.36.040 i	Classification:	
	General Contractor (Class A)	426.00
	Building Contractor (Class B)	426.00
	Building Contractor Restricted (Class Br)	426.00
	Residential Contractor (Class C)	426.00
	Electrical Contractor	426.00
	Low Voltage Electrical Contractor	426.00
	Plumbing Contractor	426.00
	HVAC Contractor	426.00
	Woodstove/Gas Stove Installer	426.00
	Gas Service Contractor	426.00
	Lawn Sprinkler Installer	426.00
	Water Conditioning Installer	426.00
	Refrigerator Contractor	426.00
	Fire Sprinkler Contractor	426.00
15.36.050 G	Certificates of Qualification	
	Initial Certificate	160.00
	Renewal of Certificate	80.00

Demolition Standards		\$ Current Fee
15.38.010	Demolition Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Demolition Permit	250.00
	Permit Revisions: half the cost of the original permit	
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Grading, Erosion Control, and Stormwater Management		\$ Current Fee
LDR: 5.7	Grading Permit	
	Deposit on Grading Permit: Non-Refundable, applied to full Grading Permit Fee	50.00
	Individual Residential (Primary + 1 accessory):	
	Statement	200.00
	Plan Level	600.00
	Multi-Unit Residential (3+ Units)	
	Statement	200.00/unit
	Plan Level	350.00/unit
	Multi-Lot Residential/Subdivision: Plan Level Only	350.00/lot
	Commercial Development: \$0.10/square foot of total development area; minimum fee \$200	
	Permit Revisions: half the cost of the original permit	
	Fee Specifically Indicated: \$100/hour/reviewer	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	493.00
	Internment - Open/Close Cremation	70.00
	Weekend / Holiday Charge	140.00
	Deed Filing Fee	28.00
	Winter Charge (Dec 1 - April 30)	140.00
	Plot Purchase - Full	422.00
	Plot Purchase - Cremation/Infant	140.00
	Disinterment - Open/Close Full	634.00
	Disinterment - Open/Close Cremation	140.00

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Administration & Finance	Presenter:	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2024 Budget - Amendment #1	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approval of a resolution adopting amendments to the Town of Jackson's fiscal year 2024 budget.

Requested Action.

Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.

Staff recommends that the Mayor & Council approve the attached resolution.

Background.

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address strategic priorities and give staff resources to provide core services.

Analysis & Key Policy Questions.

The proposed budget amendment is divided into three separate sections as discussed below:

1. Joint Department/Division County Compensation Study Adjustments

The County and Town last held a Joint Information Meeting to review FY2024 Joint Department/Divisions on May 15, 2023. Based on available budget figures at that meeting, the Town Council approved the Town's FY2024 budget on June 5, 2024. After this approval, the County made adjustments to County managed Joint departments/Divisions. The Town now needs to consider these changes for its 46% share of Joint departments.

Since the May 15 JIM, County adjustments only occurred in operating budgets, there were no changes to capital budgets and there were no offsetting revenue adjustments. The Town 46% match increased in all Joint departments/divisions, largely due to approval of a County wide Compensation Study, with only immaterial adjustments to individual line items for items other than compensation. Please see below the joint department/division compensation adjustments that occurred after adoption of the Town budget. Staff notes that the Town did include \$350,000 in our FY24cadopted budget to address this issue, however the end result was \$629,294 above this amount for a total compensation adjustment of \$979,294.

Department	Town Adopted 46% Match	County Requested 46% Match	General Fund Increase
Fire/EMS	\$ 2,923,937	\$ 3,245,615	\$ 321,678
Affordable Housing	521,530	558,985	37,455
Parks & Recreation	2,454,651	2,873,188	418,537
Dispatch	801,038	935,286	134,248
Pathways	125,862	143,902	18,040
Emergency Management	160,169	175,429	15,260
Drug Court	42,250	54,155	11,905
Joint Planning	198,673	210,622	11,949
Joint Transportation	301,672	311,849	10,177
Total Compensation Increase			979,249
Budgeted Compensation Study			(350,000)
Total	\$ 7,529,782	\$ 8,509,031	\$ 629,249

Key Policy Question #1: At what level does Council want to fund the County compensation adjustments for Joint departments/divisions made after adoption of the Town Budget?

As discussed during Town budget discussions staff identified the following 4 options for consideration by Council when considering Joint funding requests.

1. Fund the "County requested" amount for each Joint Department
2. Fund the "Town Adopted" amount for each Joint Department (with this approach the County may choose to fund the difference to fully fund the department request, or the overall department budget can be reduced)
3. Determine a fixed amount the Town is able to pay for each Joint Department (with this approach the County may choose to fund the difference to fully fund the department request, or the overall department budget can be reduced)
4. Continue this item to a future budget amendment.
5. Other

Staff have included in the proposed budget amendment the County requested \$629,294. This additional funding would be provided through use of the General Fund Reserve.

2. Town Proposed Amendments

The attached resolution proposes modifications to the Town's current FY2024 budget. The resolution represents the 2024 amended budget divided into budget divisions. There are increased revenues of \$148,263. There are \$207,682 in items not previously presented to Council shown in blue below. Excluding Joint Department items previously discussed, new expenditures make up most of this amount including the following:

- \$1,000,000 for 90 Virginian Lane Contribution
 - o This will be funded with Affordable Housing Fund reserve.
- \$240,000 for Bruun bike lane
 - o This will be funded with Capital Projects Fund reserve.
- \$142,014 for Emergency Parking Garage resealing
 - o This will be offset by reducing roof repairs at Snow King Sports & Events Center
- \$107,808 for Airport Pilot Service
 - o This will be funded with passenger fares and Jackson Hole Airport contributions.
- \$25,000 for State Legislative Contract
 - o This will be funded with General Fund reserve.
- \$20,000 for Bullet Proof Vests
 - o This will be funded with General Fund reserve and Department of Justice grant.
- \$20,185 for CDL Bonus Funding
 - o This will be funded with General Fund, Water Fund and Sewer Fund reserves.
- \$12,700 for Police Department polygraph and telephone equipment
 - o This will be funded with IT Services Fund reserves.
- \$12,033 for firewall software platform
 - o This will be funded with IT Services Fund reserves.

Including offsetting revenue and project reductions, staff is recommending a total budget amendment of \$484,388.

Key Policy Question #2: Does Council have any edits to the staff recommended amendments?

3. Capital Project Budget Rollover

Several capital projects were in progress at the end of FY2023. Remaining funds from FY2023 need to be carried into the FY2024 budget to complete these projects. Projects requiring budget rollover include:

- \$329,970 Flat Creek Dr Rebuild
- \$65,090 GLS Basement Building
- \$219,760 North King Water Line Rec Cent
- \$7,636 Pearl St. Side - Willow to GV
- \$70,470 PW Yard Fence
- \$193,807 Rancher St - Complete St
- \$5,041 SK - Emergency East Egress Sno
- \$13,405 Snow King Center Improvements
- \$68,108 Snow King Corridor Master Plan
- \$22,093 Stormwater Management Program

- \$317,710 Vehicle - Patrol
- \$56,000 WWTP Lab MUA R&M

Including offsetting revenue and project reductions, staff is recommending a total budget amendment of \$61,288.

Proposed Budget Amendment Summary

The total budget amendment as proposed is as follows:

\$629,294	Joint Division/Department County Compensation Study Adjustments
\$484,388	Town Proposed Amendments
<u>\$61,288</u>	Capital Project Budget Rollover
\$1,174,970	Total

Possible Alternatives.

Council may amend as deemed necessary.

Comprehensive Plan & Priority Alignment.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from the FY24 budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

Staff Impact.

Town Manager and Directors spend about 20 hours a month reviewing the budget.

Attachments or Links.

Resolution 23-21 adopting amendments to the Fiscal Year 2024 Budget.

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

I move to approve Resolution 23-21 adopting amendments to the fiscal year 2024 budget.

RESOLUTION 23-21

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024 BUDGET
OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2024 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	397,348	25,000	422,348
Town Attorney	731,370	-	731,370
Municipal Judge	318,646	-	318,646
Administration	471,737	-	471,737
Town Clerk & Personnel	1,016,974	-	1,016,974
Finance	800,802	-	800,802
Community Development	808,144	-	808,144
Information Technology	1,113,490	750	1,114,240
Planning	1,413,893	22,171	1,436,064
Town-Wide Services	729,902	(350,000)	379,902
Town Facilities	972,616	(13,753)	972,616
Police - Administration	774,541	-	774,541
Police - Investigations	822,630	-	822,630
Police - Patrol	4,085,145	20,000	4,105,145
Police - Community Service	743,273	-	743,273
Police - Special Operations	26,623	-	26,623
Victim Services	434,227	-	434,227
Animal Shelter/Control	461,778	-	461,778
Building Inspections	528,455	-	528,455
Public Works Administration	472,478	1,262	473,740
Streets	2,253,678	8,725	2,262,403
Engineering	791,825	-	791,825
Yard Operations	58,862	-	58,862
Cemetery	34,493	-	34,493
Social Services	1,463,390	-	1,463,390
Community Initiatives	455,675	11,905	467,580
County-Budgeted Joint Programs	5,915,657	907,763	6,823,420
Transfers Out	9,475,325	37,455	9,512,780
Total General Fund	37,572,977	671,278	38,244,255
Affordable Housing	1,571,530	1,037,455	2,608,985
Total Affordable Housing Fund	1,571,530	1,037,455	2,608,985
Parking Exactions Fund	5,000	-	5,000
Total Parking Exactions Fund	5,000	-	5,000
Parks Exactions	522,000	-	522,000
Total Park Exactions	522,000	-	522,000
Employee Housing Fund	635,970	(5,159)	529,030
Transfers out	101,781	-	101,781
Total Employee Housing Fund	737,751	(5,159)	732,592
Animal Care Fund	-	-	-
Transfers Out	55,000	-	55,000
Total Animal Care Fund	55,000	-	55,000
Lodging Tax Fund	550,000	-	550,000
Transfers Out	1,541,779	-	1,541,779
Total Lodging Tax Fund	2,091,779	-	2,091,779
START Administration	2,029,987	-	2,029,987
START Operations	7,578,456	107,808	7,686,264
START Capital	10,694,738	-	10,694,738
START Transfers	135,952	-	135,952
Total START Fund Expenditures	20,439,133	107,808	20,546,941
Capital Outlay	22,901,227	(193,424)	22,707,803
Transfers Out	523,550	-	523,550
Total Capital Projects Fund	23,424,777	(193,424)	23,231,353

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	255,384	-	255,384
Total 2006 SPET	255,384	-	255,384
Capital Outlay	-	-	-
Total 2010 SPET	-	-	-
Capital Outlay	510,000	-	510,000
Total 2014 SPET	510,000	-	510,000
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	5,692,724	(1,354,251)	4,338,473
Total 2019 SPET	5,692,724	(1,354,251)	4,338,473
Water Maintenance & Operation	1,352,738	1,577	1,354,315
Water Wells	348,171	-	348,171
Water Billing & Accounting	325,023	841	325,864
Water Capital Outlay & Improvements	2,983,485	376,180	3,359,665
Water Debt Service	66,970	-	66,970
Water Transfers Out	2,641,278	-	2,641,278
Sewage Plant Operations	1,037,302	3,154	1,040,456
Sewage Maint. & Operations	641,590	3,785	645,375
Sewage Billing & Accounting	203,581	841	204,422
Sewage Capital Outlay & Improvements	1,472,000	182,442	1,654,442
Sewage Transfers Out	2,641,278	-	2,641,278
Total Enterprise Funds	13,713,416	568,820	14,282,236
Employee Insurance	3,502,497	-	3,502,497
Total Insurance Fund	3,502,497	-	3,502,497
Fleet Expenditures	2,443,971	-	2,443,971
Total Fleet Management Fund	2,443,971	-	2,443,971
Central Equipment Expenses	1,188,600	317,710	1,506,310
Total Central Equipment Fund	1,188,600	317,710	1,506,310
IT Services	2,182,252	24,733	2,206,985
Total IT Service Fund	2,182,252	24,733	2,206,985
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,512,280	-	12,512,280
Licenses & Permits	1,461,623	-	1,461,623
Intergovernmental Revenue	15,407,435	3,000	15,410,435
Charges for Services	812,558	-	812,558
Fines & Forfeitures	385,000	-	385,000
Miscellaneous Revenue	894,012	-	894,012
Transfers In	2,064,578	-	2,064,578
Total General Fund	33,537,486	3,000	33,540,486
Licenses & Permits	500,000	-	500,000
Miscellaneous Revenue	69,700	-	69,700
Transfers In	1,571,530	37,455	1,608,985
Total Affordable Housing Fund	2,141,230	37,455	2,178,685
Licenses & Permits	317,000	-	317,000
Miscellaneous Revenue	36,300	-	36,300
Transfers In	-	-	-
Total Parking Exactions	353,300	-	353,300
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	14,200	-	14,200
Total Park Exactions	64,200	-	64,200
Miscellaneous Revenue	676,701	-	676,701
Transfers In	-	-	-
Total Employee Housing Fund	676,701	-	676,701

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	1,425,211	-	1,425,211
Intergovernmental Revenue	-	-	-
Miscellaneous Revenue	35,200	-	35,200
Total Lodging Tax Fund	1,460,411	-	1,460,411
Intergovernmental Revenue	15,008,954	57,808	15,066,762
Charges for Services	2,256,492	-	2,256,492
Miscellaneous Revenue	27,000	-	27,000
Transfers In	3,010,736	50,000	3,060,736
Total START Fund Revenues	20,303,182	107,808	20,410,990
Intergovernmental	5,198,358	-	5,198,358
Miscellaneous Revenue	382,744	-	382,744
Transfers In	10,036,486	-	10,036,486
Total Capital Projects Fund	15,617,588	-	15,617,588
Miscellaneous Revenue	-	-	-
Total 2006 SPET	-	-	-
Miscellaneous Revenue	3,500	-	3,500
Total 2010 SPET	3,500	-	3,500
Miscellaneous	80,100	-	80,100
Total 2014 SPET	80,100	-	80,100
Miscellaneous	8,700	-	8,700
Total 2016 SPET	8,700	-	8,700
Taxes	7,000,000	-	7,000,000
Intergovernmental	170,575	-	170,575
Miscellaneous	150,000	-	150,000
Total 2019 SPET	7,320,575	-	7,320,575
Taxes	3,000,000	-	3,000,000
Miscellaneous	45,000	-	45,000
Total 2022 SPET	3,045,000	-	3,045,000
Water Intergovernmental	-	-	-
Water Charges for Services	3,367,348	-	3,367,348
Water Miscellaneous	250,400	-	250,400
Water Transfers In	61,275	-	61,275
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	3,027,207	-	3,027,207
Sewage Miscellaneous	180,880	-	180,880
Sewage Transfers In	61,275	-	61,275
Total Enterprise Funds	6,948,385	-	6,948,385
Charges for Services	2,895,795	-	2,895,795
Miscellaneous Revenue	74,500	-	74,500
Total Employee Insurance Fund	2,970,295	-	2,970,295
Charges for Services	2,428,671	-	2,428,671
Miscellaneous Revenue	(3,500)	-	(3,500)
Transfers In	-	-	-
Total Fleet Management Fund	2,425,171	-	2,425,171
Charges for Services	702,500	-	702,500
Miscellaneous Revenue	17,600	-	17,600
Total Central Equipment Fund	1,121,100	-	1,121,100
Charges for Services	1,412,742	-	1,412,742
Miscellaneous Revenue	33,000	-	33,000
Total IT Service Fund	1,445,742	-	1,445,742

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(4,035,491)	(668,278)	(4,703,769)
Affordable Housing	569,700	(1,000,000)	(430,300)
Parking Exactions Fund	348,300	-	348,300
Park Exactions Fund	(457,800)	-	(457,800)
Employee Housing Fund	(61,050)	5,159	(55,891)
Animal Care Fund	5,200	-	5,200
Lodging Tax Fund	(631,368)	-	(631,368)
Start Fund	(135,951)	-	(135,951)
Capital Projects	(7,807,189)	193,424	(7,613,765)
2006 SPET	(255,384)	-	(255,384)
2010 SPET	3,500	-	3,500
2014 SPET	(429,900)	-	(429,900)
2016 SPET	(11,300)	-	(11,300)
2019 SPET	1,627,851	1,354,251	2,982,102
2022 SPET	3,045,000	-	3,045,000
Enterprise Funds	(6,765,031)	(568,820)	(7,333,851)
Employee Insurance Fund	(532,202)	-	(532,202)
Fleet Management Fund	(18,800)	-	(18,800)
Central Equipment Fund	(67,500)	(317,710)	(385,210)
IT Services Fund	(736,510)	(24,733)	(761,243)

PASSED, APPROVED, & ADOPTED this 16th day of October , 2023

Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Valentine
Agenda Item:	Zoning Map Amendment for Karns Meadow - Second Reading of Ordinance W (P23-079).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at Second Reading Ordinance W, which changes the zoning of the seven tracts of land making up Karns Meadow and amends the Town of Jackson Official Zoning Map.

Requested Action.

Staff requests Council consider Ordinance W to amend the Official Zoning Map for Karns Meadow, which consists of six tracts of land owned by the Town of Jackson (Tracts 1-6), and one tract owned by Jackson Hole Land Trust (Tract 8). Below is a summary of the zoning change for each tract of land:

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

Recommendations.

The Community Development Director recommends **approval** of Ordinance W as presented in the attachment to this staff report.

Background.

At the July 17, 2023, Town Council regular meeting, Town Council approved a Zoning Map Amendment for Karns Meadow (P23-079) and directed staff to prepare an ordinance to effectuate the amendment. Ordinance W was approved on first reading at the October 2, 2023, regular Town Council meeting.

Analysis & Key Policy Questions.

Currently, all Karns Meadow tracts are zoned Neighborhood Low Density-1, which is inconsistent with the intended future uses as a public park and as allowed in the conservation easement held by the Jackson Hole Land Trust. For this reason, on July 17, 2023, the Council approved rezoning Tracks 1 - 6, and 8 as presented in this staff report to allow the uses that will be anticipated in the forthcoming Karns Meadow Master Plan. Prior to a change in the official zoning map becoming official, three ordinance readings are required.

A key issue for this application is whether the proposed rezoning to the P zone, P/SP zone, and NL-3 zone will allow for the intended future uses of the site. The Town Council discussed this key issue at the July 17, 2023,

Council meeting and found that the proposed zones were appropriate and would align with the desired future uses of the site.

Possible Alternatives.

Staff provides the following alternatives for Town Council:

1. Approve Ordinance W with changes at First Reading.
2. Not approve Ordinance W.
3. Other.

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on July 17, 2023, and its conclusion for each.

Zoning Map Amendment (P23-079): Pursuant to Section 8.7.3.C the advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. Staff finds that the proposed request to be consistent with the purpose and intent of the LDRs.

The purpose of the P zone (LDR Section 4.2.2) is “to designate land which is owned by the Town, County, State or Federal agencies, or special districts, and whose primary purpose is to provide public recreational opportunities for residents, tourists, and visitors. The P zone provides for active recreational facilities or open space opportunities in these areas.” As such, the Town of Jackson qualifies as a legitimate P landowner and intends to later use the P-zoned tracts for passive recreational use and open space for the public (i.e., pathway and picnic shelter) in line with the conservation easements.

The purpose of the P/SP zone (LDR Section 4.2.1) is “to provide locations for new and existing uses and facilities of a public or semi-public nature.” In addition, it is intended to be under the control of “federal, state, or local governments, or other governmental entities such as a school district or hospital district.” As such, the Town of Jackson qualifies as a legitimate P/SP landowner that intends to later use the P/SP-zoned tract for public facilities (i.e., parking lot) to serve and support the nonmotorized pathway and picnic shelter.

Finally, the purpose of the NL-3 is “to allow the development of single-family detached homes with up to one Accessory Residential Unit (ARU) in a way that is consistent with the existing neighborhood character. This zone is intended for Stable neighborhoods where increased residential density is not intended.” Since Karns Meadow is a Stable area and not intended for increased density, staff finds that NL-3 is appropriate because 1) it maintains the same density as the current NL-1 zone (1 primary unit + 1 ARU), 2) it is consistent with the allowed uses in the conservation easement and in the purchase and sale agreement, and 3) it has a smaller minimum lot size of 7,500 sf which would allow 3 residential lots to be created within the 24,000 sf area designated to the Town for housing.

2. *Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;*

N/A. Per a recent Wyoming Supreme Court case, this finding is not applicable until further notice.

3. *Is necessary to address changing conditions or public necessity;*

Complies. The rezone is intended to facilitate the development of certain improvements within Karns Meadow that are consistent with the conservation easements and consistent with the Town Council's direction at the October 17, 2022, meeting. The P, P/SP, and NL-3 zones are the appropriate zones to facilitate the desired future uses in each tract.

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

Complies. Staff finds that the proposed request is consistent with all other Town Ordinances.

Fiscal Impact.

Staff is not aware of any current fiscal impacts with a Zoning Map Amendment. However, the zoning change will allow a future Conditional Use Permit for a public park which will analyze fiscal impacts regarding improvements and long-term maintenance of the park.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 5-6 hours.

Attachments or Links.

Ordinance W

First Reading Staff Report for Ordinance W

SUGGESTED MOTION

I move to approve Ordinance W on Second reading.

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1197 (PART); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 42 ACRES OF LAND: TRACT 1 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 2 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 3 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 4 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE AND NEIGHBORHOOD LOW DENSITY-3; TRACT 5 FROM NEIGHBORHOOD LOW DENSITY-1 TO PUBLIC/SEMI-PUBLIC; TRACT 6 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 8 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I

Section 1 of Town of Jackson Ordinance Nos. 1074 (part) and 1197 (part); Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of 42 acres of land: Tract 1 from Neighborhood Low Density-1 to Park & Open Space; Tract 2 from Neighborhood Low Density-1 to Park & Open Space; Tract 3 from Neighborhood Low Density-1 to Park & Open Space; Tract 4 from Neighborhood Low Density-1 to Park & Open Space and Neighborhood Low Density-3; Tract 5 from Neighborhood Low Density-1 to Public/Semi-Public; Tract 6 from Neighborhood Low Density-1 to Park & Open Space; Tract 8 from Neighborhood Low Density-1 to Park & Open Space, to wit:

TRACT 1 - PT. SE1/4NW1/4 & PT. NE1/4SW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 1 (T-46D)
PIDN: 22-41-16-33-2-00-026

TRACT 2 - PT. W1/2NE1/4 & PT. SE1/4NW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 2 (T-46D)
PIDN: 22-41-16-33-1-00-033

TRACT 3 - PT. SW1/4NE1/4, PT. SE1/ENW1/4 & PT. NE1/4SW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 3 (T-46D)
PIDN: 22-41-16-33-1-00-034

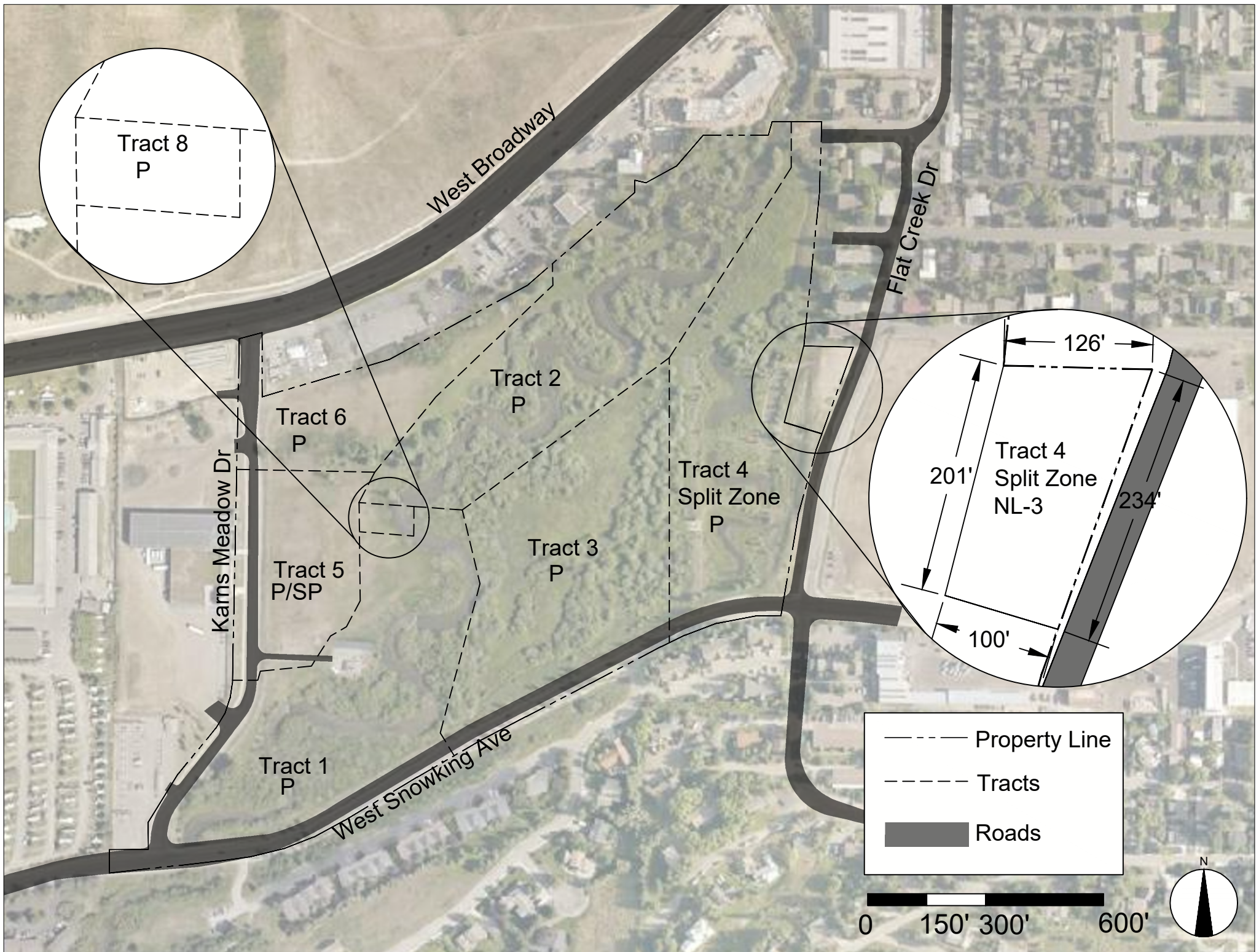
TRACT 4 - PT. W1/2NE1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 4 (T-46D)
PIDN: 22-41-16-33-1-00-035

TRACT 5 - PT. SE1/ENW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 5 (T-46D)
PIDN: 22-41-16-33-2-00-028

TRACT 6 - PT SE1/4NW1/4, Section 33, Township 41, Range 116
PIDN: 22-41-16-33-2-00-031

TRACT 8 - PT. SE1/4NW1/4 Section 33, Township 41, Range 116
PIDN: 22-41-16-33-2-00-027

(Ord. ____ § 1, 2023; Ord. 1197 (part) § 1, 2018; Ord. 1074 (part) § 2, 2014; Ord. 1074 (part) § 1, 2014.)



SECTION II

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

SECTION III

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	October 2, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Valentine
Agenda Item:	Zoning Map Amendment for Karns Meadow - First Reading of Ordinance W (P23-079).	Public Comment:	Yes

***This item was continued from the September 11, 2023, Town Council meeting. Supplemental information is provided below under the Supplemental Information section.**

Purpose & Policy Considerations.

The purpose of this item is to consider at First Reading Ordinance W, which changes the zoning of the seven tracts of land making up Karns Meadow and amends the Town of Jackson Official Zoning Map.

Requested Action.

Staff requests Council consider Ordinance W to amend the Official Zoning Map for Karns Meadow, which consists of six tracts of land owned by the Town of Jackson (Tracts 1-6), and one tract owned by Jackson Hole Land Trust (Tract 8). Below is a summary of the zoning change for each tract of land:

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

Recommendations.

The Community Development Director recommends **approval** of Ordinance W as presented in the attachment to this staff report.

Background.

At the July 17, 2023, Town Council regular meeting, Town Council approved a Zoning Map Amendment for Karns Meadow (P23-079) and directed staff to prepare an ordinance to effectuate the amendment.

Analysis & Key Policy Questions.

Currently, all Karns Meadow tracts are zoned Neighborhood Low Density-1, which is inconsistent with the intended future uses as a public park and as allowed in the conservation easement held by the Jackson Hole Land Trust. For this reason, on July 17, 2023, the Council approved rezoning Tracts 1 - 6, and 8 as presented in this staff report to allow the uses that will be anticipated in the forthcoming Karns Meadow Master Plan. Prior to a change in the official zoning map becoming official, three ordinance readings are required.

A key issue for this application is whether the proposed rezoning to the P zone, P/SP zone, and NL-3 zone will allow for the intended future uses of the site. The Town Council discussed this key issue at the July 17, 2023, Council meeting and found that the proposed zones were appropriate and would align with the desired future uses of the site.

Supplemental Information

At the September 11, 2023, Town Council meeting, the Council continued this item and requested additional information pertaining to Tract 5 and clarification on the process moving forward. The Council was split on whether P/SP or P zoning was most appropriate for the Council's desired future uses on Tract 5, as well as for the uses allowed in the conservation easement. In addition, some members questioned whether choosing one zone over the other would somehow limit or constrain uses for the Karns Meadow Master Plan but which would not be known until after the zoning was officially changed. To help clarify how each zone aligns with the conservation easement, the below chart lists all allowed uses from the conservation easement for Tract 5 with a "Y" for allowed and a "N" for not allowed. In summary, all uses in the conservation easement, except for an independent parking lot or parking garage, are permitted in both zones.

Conservation Easement Uses	Public/Semi-Public	Park & Open Space
Natural Park	Y	Y
Planting, chemical use, removal of vegetation & habitat improvements	Y	Y
Paved bike, pedestrian, & cross-country pathway (10' max)	Y	Y
Equestrian pathway (10' max)	Y	Y
Public parking lot or parking garage	Y	N
Parking lot associated with a natural park or recreation uses	Y	Y
Gravel drive for Town Well #5	Y	Y
Downcast lighting on the pathway, parking lot, and parking garage	Y	Y
Use of vehicles/equipment for maintenance of a well	Y	Y
Public bus stop	Y	Y
Snow storage – not permitted after the park is developed	Y	Y
Maintenance activities	Y	Y
Water well	Y	Y
Special events	Y	Y
Commercial photography	Y	Y
Scientific study and educational use	Y	Y
Informal recreational uses	Y	Y
Unlighted wooden signs	Y	Y

The Council also discussed the Phil Baux (Mercer) Cabin even though the details of the cabin's future within Karns Meadow are still unknown. Staff can confirm that both the P/SP and P zone would allow the cabin to remain provided the cabin's use is ancillary to the park either as a historical/cultural resource, bathroom, gathering space, or other similar use.

Regarding the full review steps in the Karns Meadow Master Plan process, please refer to the outline below:

1. **Zoning Map Amendment** – The Karns Meadow zoning needs to be changed to an appropriate zone in order for a Conditional Use Permit to be submitted for the Master Plan.
2. **Environmental Analysis (EA)** – Staff is still waiting to receive the amended EA that analyzes the development components of the park that Council provided preliminary support for earlier this year (i.e., pathway, parking lot, bathroom, and shelter). The EA will summarize the potential impacts and recommended mitigation measures for each of the proposed improvements.
3. **Conditional Use Permit (CUP)** – The CUP cannot be submitted until the zoning has been changed and the EA has been completed. The CUP will be the application to review and approve the Master Plan.
 - a. NOTE: Before the Conditional Use Permit is submitted, staff could bring a draft of the Master Plan (including EA analysis) to the Council in a workshop for feedback and direction if the Council thinks that would be helpful.
4. **Development Permits:** Once the CUP and Master Plan are approved, building permits and/or grading permits will likely be required to construct some of the park improvements, such as the bathroom structure and pathway.

Possible Alternatives.

Staff provides the following alternatives for Town Council:

1. Approve Ordinance W with changes.
2. Not approve Ordinance W.
3. Other.

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on July 17, 2023, and its conclusion for each.

Zoning Map Amendment (P23-079): Pursuant to Section 8.7.3.C the advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. Staff finds that the proposed request to be consistent with the purpose and intent of the LDRs.

The purpose of the P zone (LDR Section 4.2.2) is “to designate land which is owned by the Town, County, State or Federal agencies, or special districts, and whose primary purpose is to provide public recreational opportunities for residents, tourists, and visitors. The P zone provides for active recreational facilities or open space opportunities in these areas.” As such, the Town of Jackson qualifies as a

legitimate P landowner and intends to later use the P-zoned tracts for passive recreational use and open space for the public (i.e., pathway and picnic shelter) in line with the conservation easements.

The purpose of the P/SP zone (LDR Section 4.2.1) is “to provide locations for new and existing uses and facilities of a public or semi-public nature.” In addition, it is intended to be under the control of “federal, state, or local governments, or other governmental entities such as a school district or hospital district.” As such, the Town of Jackson qualifies as a legitimate P/SP landowner that intends to later use the P/SP-zoned tract for public facilities (i.e., parking lot) to serve and support the nonmotorized pathway and picnic shelter.

Finally, the purpose of the NL-3 is “to allow the development of single-family detached homes with up to one Accessory Residential Unit (ARU) in a way that is consistent with the existing neighborhood character. This zone is intended for Stable neighborhoods where increased residential density is not intended.” Since Karns Meadow is a Stable area and not intended for increased density, staff finds that NL-3 is appropriate because 1) it maintains the same density as the current NL-1 zone (1 primary unit + 1 ARU), 2) it is consistent with the allowed uses in the conservation easement and in the purchase and sale agreement, and 3) it has a smaller minimum lot size of 7,500 sf which would allow 3 residential lots to be created within the 24,000 sf area designated to the Town for housing.

2. *Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;*

N/A. Per a recent Wyoming Supreme Court case, this finding is not applicable until further notice.

3. *Is necessary to address changing conditions or public necessity;*

Complies. The rezone is intended to facilitate the development of certain improvements within Karns Meadow that are consistent with the conservation easements and consistent with the Town Council’s direction at the October 17, 2022, meeting. The P, P/SP, and NL-3 zones are the appropriate zones to facilitate the desired future uses in each tract.

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

Complies. Staff finds that the proposed request is consistent with all other Town Ordinances.

Fiscal Impact.

Staff is not aware of any current fiscal impacts with a Zoning Map Amendment. However, the zoning change will allow a future Conditional Use Permit for a public park which will analyze fiscal impacts regarding improvements and long-term maintenance of the park.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 5-6 hours.

Attachments or Links.

Ordinance W

SUGGESTED MOTION

I move to approve Ordinance W on first reading.

STAFF REPORT



Meeting Date:	October 16, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance Z – An Ordinance Repealing Noise from the Special Event Section of the Municipal Code	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves all ordinances for the Town of Jackson and directed staff to bring forward a repeal of Section 12.28.050.H. of the Municipal Code to eliminate conflict with Section 9.44 Excessive Noise.

Requested Action.

Staff requests Town Council approval of Ordinance Z on first reading as presented.

Recommendations.

Staff recommends Town Council approve Ordinance Z, An Ordinance Repealing Noise from the Special Event Section of the Municipal Code, on first reading as presented.

Background.

Section 12.28.050.H. of the Municipal Code addresses noise for special events under the Special Event regulations. Section 9.44 of the Municipal Code addresses excessive noise and already exempts events approved by the Town (i.e., special events) from the maximum sound levels. The Town Council discussed this issue and provided direction on August 21, 2023 to repeal this section.

Council also provided direction on August 21, 2023 to repeal 6.4.3 of the Land Development Regulations and this repeal is on the list for Planning Commission processing as soon as staff capacity allows.

Analysis.

Analysis was provided and key policy questions were answered at the August 21, 2023 meeting when the motion to direct that a repeal be brought forward was passed, and that staff report is attached.

Possible Alternatives.

Delay until a future meeting.

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.

Staff Impact.

Once this section and the sections in the Land Development Regulations are fully repealed, staff will provide information to inform the community of the changes.

Ordinance Z Repealing 12.28.050.H. Staff Impact		
Component	Responsible Department	Combined Staff Time Estimated
Ordinance Prep Repealing Section 12.28.050.H. 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 Information/Education Clarifying Noise Regulations	Community Development	5
Total		14

Attachments or Links.

Ordinance Z.

August 21, 2023 Workshop Staff Report on Noise Issue at Center for the Arts.

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

I move to approve Ordinance Z, An Ordinance Repealing Noise from the Special Event Section of the Municipal Code, on first reading as presented.

ORDINANCE Z

AN ORDINANCE REPEALING SECTION 1 (PART) OF TOWN OF JACKSON ORDINANCE NO. 1011 AND JACKSON MUNICIPAL CODE SECTION 12.28.050.H; SECTION 1 (PART) OF TOWN OF JACKSON ORDINANCE NO. 1112 AND JACKSON MUNICIPAL CODE SECTION 12.28.050.H REGARDING SPECIAL EVENT NOISE AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The following are hereby repealed:

- a. Section 1 (part) of Ordinance No. 1011 and Jackson Municipal Code 12.28.050 H; and
- b. Section 1 (part) of Ordinance No. 1112 and Jackson Municipal Code 12.28.050 H.

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____ 2023.
PASSED 2ND READING THE _____ DAY OF _____ 2023.
PASSED AND APPROVED THE _____ DAY OF _____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2023. I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 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

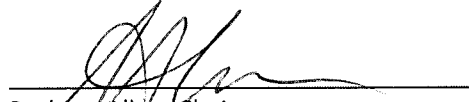
Community Center for the Arts
Attn: Executive Director
P.O. Box 860
Jackson, WY 83001

(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

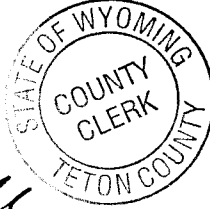


Barbara Allen, Chair
Board of County Commissioners
Teton County, Wyoming

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

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Teton County, Wyoming

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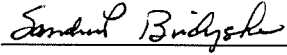
Sherry L. Daigle, Teton County Clerk

Town of Jackson

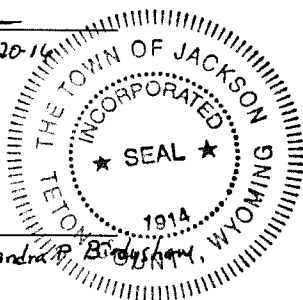


Sara Flitner, Mayor

Attest:



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



Community Center for the Arts

Donald Opatrny, Chairman
Board of Directors

Jennifer Felsinger, Secretary
Board of Directors

Approval and Execution

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Board of County Commissioners
Teton County, Wyoming

Attest:

Sherry L. Daigle, Teton County Clerk

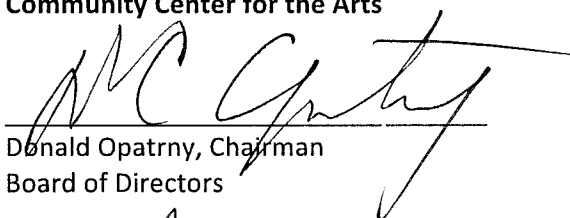
Town of Jackson

Sara Flitner, Mayor

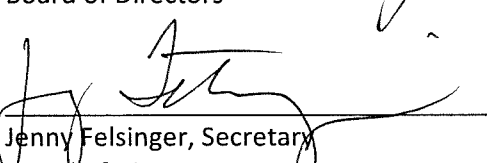
Attest:

Roxanne DeVries Robinson,
Town of Jackson Deputy Clerk

Community Center for the Arts

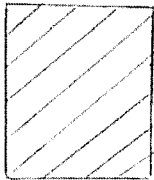
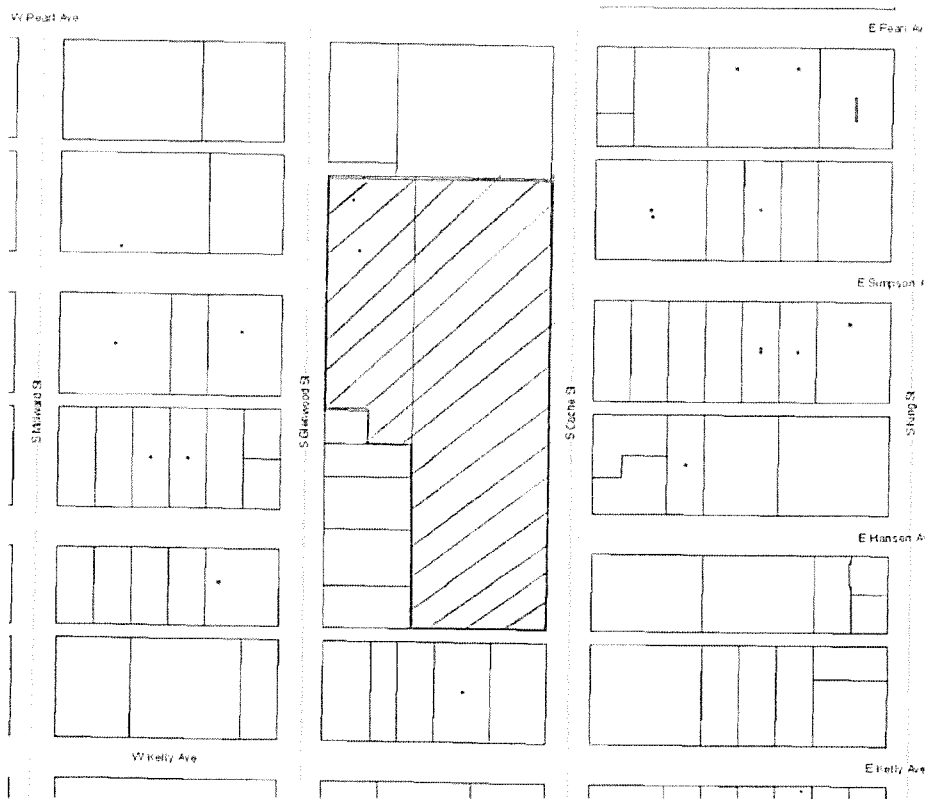


Donald Opatrny, Chairman
Board of Directors



Jenny Felsing, Secretary
Board of Directors

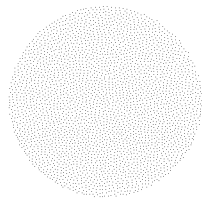
RESTATED LEASE AGREEMENT
Exhibit A – Leased Premises



= 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.

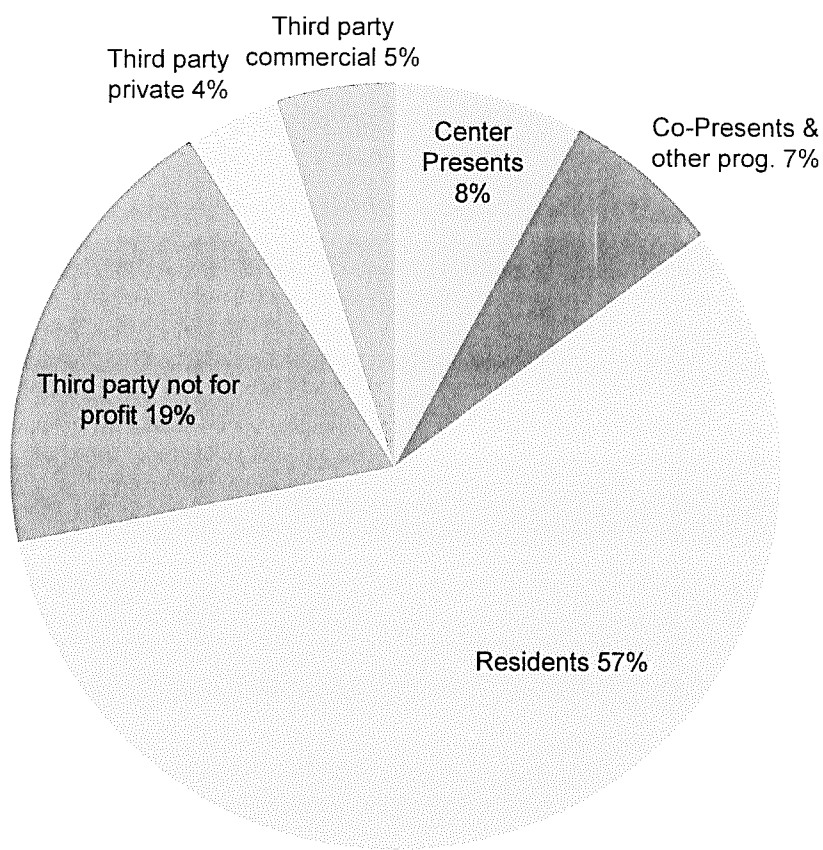
	2014/2015 Actual	2015/2016 Budget
Center Presents Ticket Revenue	\$210,000	\$357,373
General Theater Revenue	\$24,779	\$26,000
Total Revenue	\$234,779	\$383,373
Artist Fees	\$139,750	\$225,000
Hospitality	\$3,117	\$6,250
Lodging and Transportation	\$9,360	\$11,000
Service Contractors	\$16,053	\$24,000
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

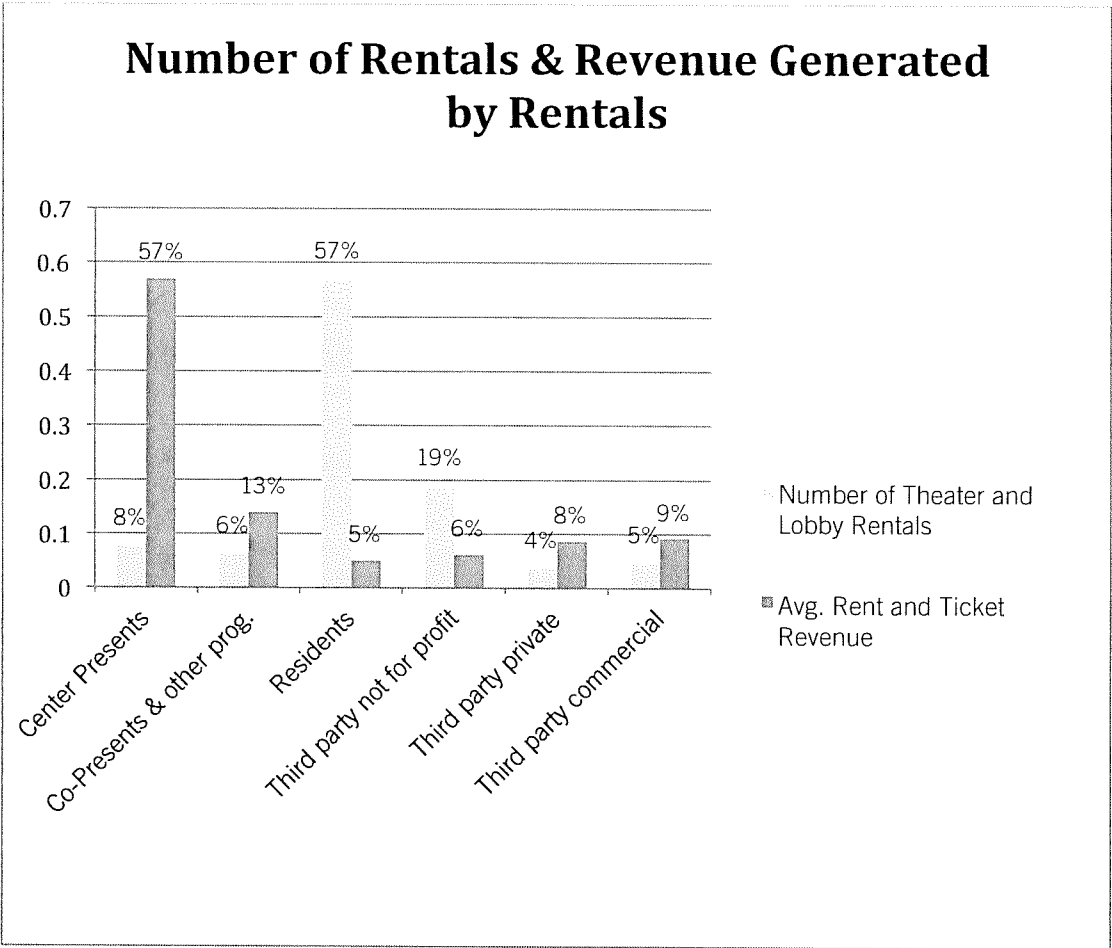
CENTER THEATER AND LOBBY

- 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

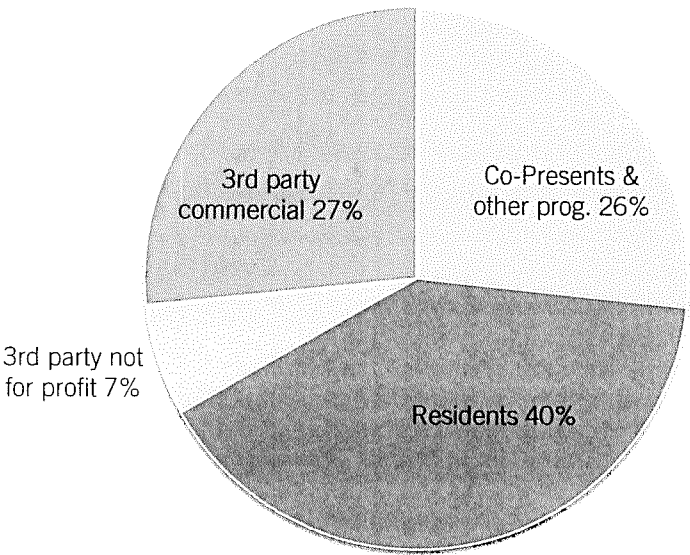
Tracy Kidder (1 day)	Interconnections 21	\$18.00
Town of Jackson Centennial Event (1 day)	JH Chamber of Commerce	No CFA ticket charge
JH Community School High School Graduation (1 day)	JH Community School	No CFA ticket charge
Conservation Alliance reception (1 day)	JH Conservation Alliance	No CFA ticket 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.

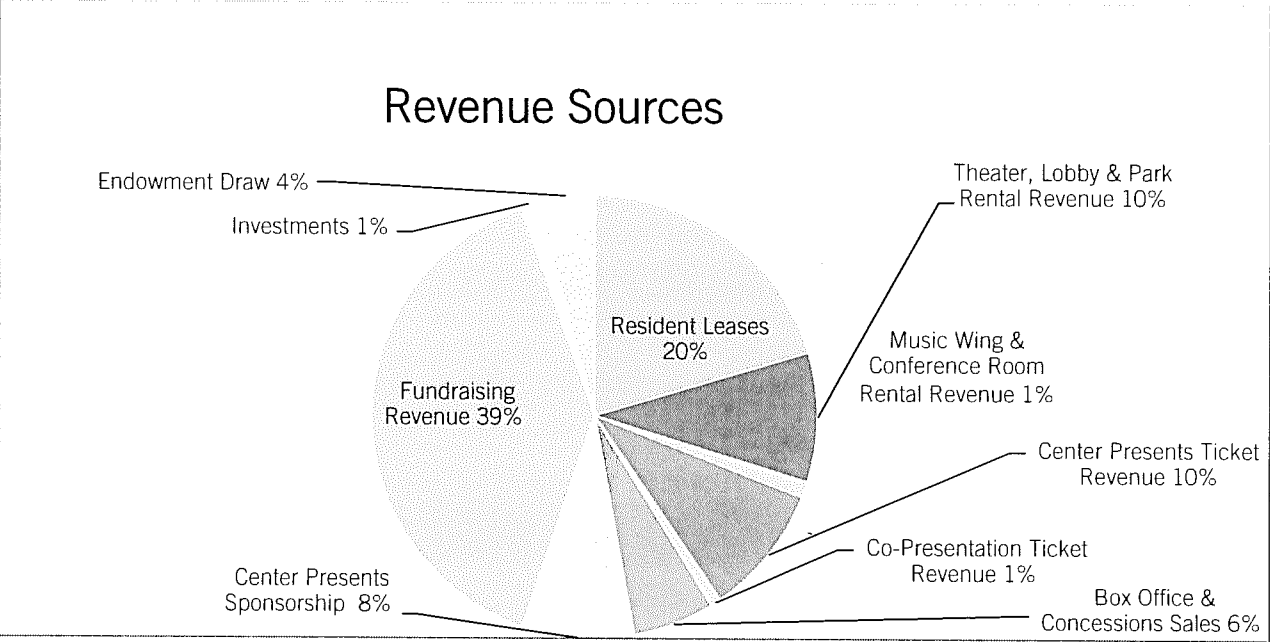
CENTER PARK	No. of events	%
Co-Presents & other prog.	4	26%
Residents	6	40%
3rd party not for profit	1	7%
3rd party commercial	4	27%
Total	15	100%

Number of Center Park Rentals

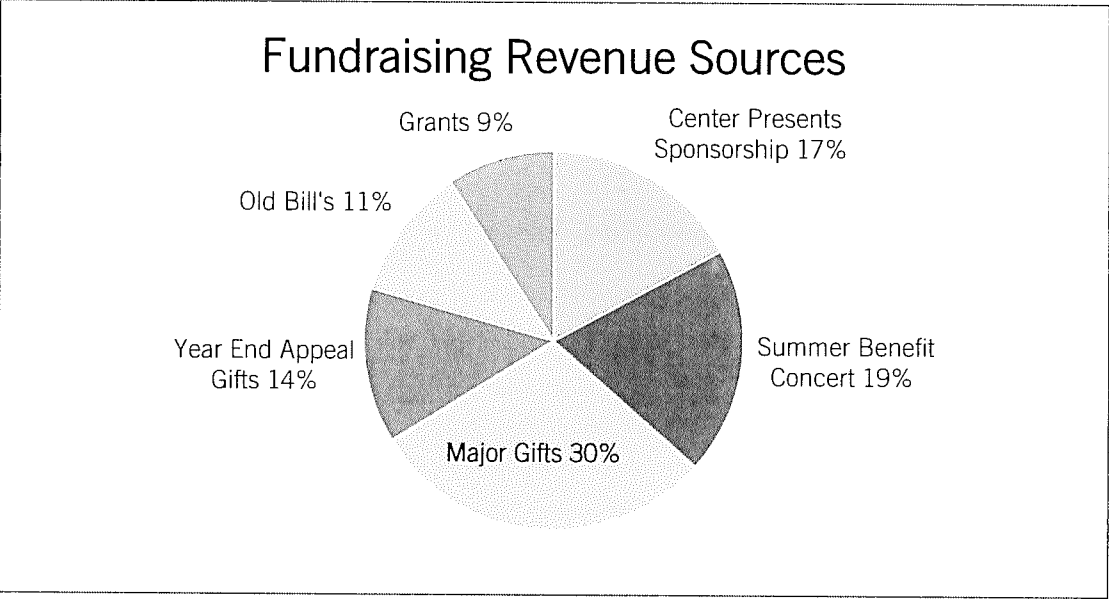


CENTER PARK EVENTS	Name of Presenting Organization	Avg. Ticket Price
Thin Air Shakespeare (4 days)	Off Square Theatre Company and Center for the Arts	No CFA ticket charge
Contour Festival (6 days)	Center of Wonder	No CFA ticket charge
Tuxes and Tails (1 day)	PAWS of Jackson Hole	No CFA ticket charge
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, *Municipal Code*, 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:	October 16, 2023	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Presentation of Ordinances Regarding Bias Crimes, Illegal Discrimination, and Penalties for Violations of Chapter 9.16 of the Jackson Municipal Code	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the following ordinances for the Jackson Municipal Code:

- 1) An ordinance adding a bias crime provision to the Jackson Municipal Code.
- 2) An ordinance amending the Illegal Discrimination provisions of the Jackson Municipal Code (Chapter 9.26).
- 3) Ordinances amending the penalties for violations of Assault (9.16.010), Battery (9.16.020), and Unlawful Contact or Touching (9.16.030).

Requested Action.

Staff requests Council review the draft ordinances and provide direction to staff regarding adjustments, if any, to them.

Recommendations.

Staff recommends approving the ordinances as presented in the attachments to this staff report.

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.

On August 21, 2023, Council directed staff to:

- ✓ Add a bias crime provision to the Jackson Municipal Code that makes it a crime to commit certain existing criminal acts enumerated in the Code against individuals based on their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, and pregnancy status.
- ✓ Make suggestions for additions to the above list of characteristics if research identified other protected characteristics.
- ✓ Set the penalty for such an act at the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.
- ✓ Amend the Municipal Code so that crimes that involve actual or threatened violence against individuals have a penalty commensurate with the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

- ✓ Amend the provision in the Code that prohibits discrimination in housing and public accommodations based on actual or perceived sexual orientation, gender identity, or gender expression, to include the additional characteristics listed above.

Analysis & Key Policy Questions.

The effectuation of Council direction from the August 21, 2023 Meeting is as follows:

Characteristics to Include in the New Bias Crime Ordinance

First, Council directed all the characteristics listed in the ordinances of Casper, Gillette, and Cheyenne to be included in the new Town bias crime ordinance and pregnancy status as well (which is not included in those cities' ordinances). Relatedly, Council requested that if research identified other commonly protected characteristics they should be included. Staff identified being unhoused as a relatively common protected characteristic in bias crime statutes, and consistent with Council direction, it has been added to the draft bias crime ordinance.

Penalty for Bias Crimes

Second, consistent with Council discussion, the draft of the bias crime ordinance sets the penalty for conviction of this offense at the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

Penalty for crimes That Involve Actual or Threatened Violence Against Individuals

Third, at the August 21 Meeting Council discussed the fact that currently the Municipal Code does not have jail time as a potential penalty for existing crimes that involve actual or threatened violence against individuals. These crimes – Assault, Battery, Unlawful Contact or Touching – have a maximum penalty of a fine of \$750.00. Council directed that the penalty for these existing crimes be amended to include the potential of jail time. Ordinances effectuating the change are attached to this staff report.

Amendment of Existing Illegal Discrimination (discrimination in Housing and Public Accommodations)

Fourth, Council directed that the existing Illegal Discrimination provisions of the Code be broadened to include all the characteristics being protected in the new bias crime ordinance. That has been executed in the draft of Chapter 9.26 attached to this staff report. Notably, these crimes do *not* include the potential of jail time, as they do *not* involve actual or threatened violence against individuals.

Additional Recommended Amendment to Illegal Discrimination

Fifth and finally, in amending Illegal Discrimination, one issue was brought to light upon review, specifically, changing the prosecution process for complaints of illegal discrimination in public accommodations and housing. When this Code provision was enacted in 2018 it was one of the first of its kind in Wyoming (with the exception of Laramie) and the Council required a unique investigation process prior to issuing a citation. The new crop of ordinances in Cheyenne, Casper, and Gillette do not include these atypical investigative requirements, rather standard criminal procedure governs.

Key Policy Question: Is Council amendable to repealing the atypical investigation process in Chapter 9.26?

- Staff recommends repeal of this process because it is burdensome and convoluted for both the parties that are subject to the law (housing and public accommodations providers) and those trying to take advantage of it (complainants/victims), requiring significant and long-term involvement in investigations, meetings, reconciliation, etc. Moreover, the Town of Jackson is a municipality with criminal, not civil, jurisdiction and the standard procedures and statutes governing criminal law should govern investigation and prosecution.
- The draft amendment of the Illegal Discrimination ordinance attached to this staff report includes this recommended repeal.

Possible Alternatives.

Council could:

1. Provide direction to staff on modifications to one or more of the ordinance drafts and move them at first reading with those modifications (or direct staff to re-present them with those changes at a future meeting).
2. Elect not to adopt one or both of the draft ordinances.

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 drafting these ordinances, and preparing this staff report and PowerPoint presentation; Administration spent 1 hour coordinating with the Town Attorney on the staff report and Council presentation.

Attachments or Links.

- Ordinance A, Draft Bias Crime Ordinance
- Ordinance B, Draft Illegal Discrimination Ordinance
- Ordinance C, Draft Ordinance Amending Assault, Battery, Unlawful Contact or Touching
- August 21, 2023 Staff Report *Consideration of Adding an Antibias Provision to Title 9, Public Peace, Morals, and Welfare Of the Jackson Municipal Code*

Suggested Motion.

I move to approve ordinances A, B, and C at first reading.

ORDINANCE A

AN ORDINANCE ESTABLISHING CHAPTER 9.27 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING BIAS CRIME; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Chapter 9.27 of the Municipal Code of the Town of Jackson is hereby created to read as follows:

Chapter 9.27 – BIAS CRIME

9.27.010 Bias crime.

- A. No person shall commit a Specified Offense because of the actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status of another individual or group of individuals.
- B. A Specified Offense is an offense defined by any of the following provisions of this Code:
 - 1. Section 9.04.040, False record of crime;
 - 2. Section 9.16.010, Assault;
 - 3. Section 9.16.020, Battery;
 - 4. Section 9.16.025, Unlawful contact or touching;
 - 5. Section 9.20.015, Theft;
 - 6. Section 9.20.040, Shoplifting;
 - 7. Section 9.40.010, Disturbing meetings;
 - 8. Section 9.40.020, Breach of peace;
 - 9. Section 9.40.030, Obstructive or disruptive conduct within governmental facilities prohibited;
 - 10. Section 9.52.010, Defacing or destroying property;
 - 11. Section 9.52.040, Throwing stones or missiles;
 - 12. Section 9.56.010, Criminal trespass; or
 - 13. Section 7.08.020, Cruelty to animals.
- C. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ §1, 2023).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1200, 1317 § 1(Exh. A); AND SECTIONS 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, AND 9.26.120 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1200, 1317 § 1(Exh. A), and Sections 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, and 9.26.120 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities.
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town.
- C. Discrimination and Discriminatory practices based on actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town.
- D. Discrimination disturbs or jeopardizes the public health, safety, and welfare of the Town and its citizens and visitors.
- E. While the vast majority of housing providers and places of Public Accommodation within the Town do not Discriminate on the basis of actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status, the Town has received public testimony and written complaints reporting instances of Discrimination.
- F. Although state and federal laws have been enacted to eliminate Discrimination in housing, and Public Accommodations, the Town finds that existing state laws do not adequately address all Discriminatory acts reported to the Town.
- G. Discrimination on the basis of actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status limits the ability for individuals to fully and freely identify themselves as they seek housing and the services and products provided by Public Accommodations.
- H. Discrimination in housing makes it difficult to find housing in close proximity to urban services, educational facilities, in price ranges that are within earning ability, and may cause citizens to seek housing outside the Town.

- I. Discrimination in places of Public Accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek Public Accommodations outside the Town.
- J. Discrimination must be prohibited in order to protect the health, safety, and welfare of the Town and its citizens and visitors and to ensure the basic human rights of members of groups that have historically been subject to Discrimination, including the right of such group members to live in peace where they wish.
- K. Prohibition of Discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town.
- L. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate Discrimination.

(Ord. ____ § ____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.020 Declaration of policy, purpose, and intent.

- A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming, to be free from Discrimination in housing and Public Accommodations, and for it to be contrary to the policy of the Town and unlawful to Discriminate against any Person because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status in places of housing and Public Accommodation.
- B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no person shall be denied their civil rights, or Discriminated or retaliated against based upon their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status, as more specifically set out in this chapter.
- C. Consistent with the findings of the Town Council, and incorporating those findings, the ordinances from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such Discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town and its citizens and visitors, and to generally encourage the growth and economic expansion of the Town, and the ability of its residents to fully participate in the cultural, social, and economic life of the Town.

(Ord. ____ § ____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.030 Definitions.

- A. As used in this chapter, the following definitions apply:
 - 1. *Discrimination, Discriminate, or Discriminatory:* Any act, policy or practice that has the effect of unfavorably subjecting any Person to different or separate treatment because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender

expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status, or association with a person or group of people so identified.

2. *Housing Facility or Housing Accommodation*: A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.
3. *Perceived*: Refers to the perception of the actor, even if that perception is incorrect, and not to the perception of the Person for or against whom the action is taken.
4. *Public Accommodation*:
 - a. The term "Public Accommodation" means a place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.
 - b. The term "Public Accommodation" does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:
 - i. It has more than 100 members;
 - ii. Provides regular meal service; and
 - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business.

For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

...

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.050 Places of Public Accommodation; Discrimination prohibited.

- A. It shall be unlawful for any person to discriminate in the provision of public accommodations on account of an individual's actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.060 Housing; Discrimination prohibited.

- A. It shall be unlawful for any person, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to discriminate on the account of the actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and

pregnancy status of a person in the sale, lease or rental of any Housing Facility, or to otherwise Discriminate in the terms, conditions, maintenance, improvement, or repair of any Housing Facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section, provided that the owner rents no more than two sleeping rooms within the residence.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.070 Other prohibited acts.

...

- C. It shall be unlawful for any agent, broker, labor union, employment agency or any other intermediary to Discriminate in making referrals, listings, or providing information with regard to housing or Public Accommodations.
- D. It shall be unlawful for any person to conspire with, require, request, assist, or coerce another person to discriminate in any manner prohibited by this chapter.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.080 Retaliation.

- A. It shall be unlawful for any person to coerce, threaten, discharge, expel, refuse to employ , or otherwise retaliate against another person for opposing any practices prohibited by this chapter, making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this chapter;.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.090 Discriminatory effects.

- A. It shall be unlawful for any person to adopt, enforce, or employ any policy or requirement which has the effect of creating unequal opportunities for individuals to obtain Housing or Public Accommodations according to their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.120 Violation and remedy. (Repealed)

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 162, 1105, 1317 § 1(Exh. A); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 162; AND SECTIONS 9.16.010, 9.16.020, AND 9.16.025 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PENALTIES FOR VIOLATIONS OF CHAPTER 9.16 ASSAULT, BATTERY, AND UNLAWFUL CONTACT OR TOUCHING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 162, 1105, 1317 § 1(Exh. A); Section 2 of Town of Jackson Ordinance No. 162, and Sections 9.16.010, 9.16.020, and 9.16.025 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.16.010 Assault.

- A. It is unlawful for any person, having the present ability to do so, to attempt to cause bodily injury to another person by use of physical force.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 1, 1973).

9.16.020 Battery.

- A. It is unlawful for any person to intentionally, knowingly, or recklessly cause bodily injury to another person by use of physical force.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

9.16.025 Unlawful contact or touching.

- A. It is unlawful for any person to:
 - 1. Touch another person in a rude, insolent, or angry manner without intentionally using sufficient physical force to cause bodily injury to another; or
 - 2. Recklessly cause bodily injury to another person.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1200, 1317 § 1(Exh. A); AND SECTIONS 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, AND 9.26.120 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1200, 1317 § 1(Exh. A), and Sections 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, and 9.26.120 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities.
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town.
- C. Discrimination and Discriminatory practices based on actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~ inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town.
- D. Discrimination disturbs or jeopardizes the public health, safety, and welfare of the Town and its citizens and visitors.
- E. While the vast majority of housing providers and places of Public Accommodation within the Town do not Discriminate on the basis of actual or ~~P~~perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status~~Sexual Orientation and Gender Identity or Expression~~, the Town has received public testimony and written complaints reporting instances of Discrimination.
- F. Although state and federal laws have been enacted to eliminate Discrimination in housing, and Public Accommodations, the Town finds that existing state ~~and federal~~ laws do not adequately address all Discriminatory acts reported by to the Town. ~~'s diverse residents, including lesbian, gay, bisexual, and transgender individuals that have not attained equal opportunity in housing and Public Accommodations. A barrier to the advancement of lesbian, gay, bisexual, and transgender individuals in their personal and professional lives within the Town is the potential Discriminatory practices of providers of Public Accommodations and housing on the basis of actual or Perceived Sexual Orientation and Gender Identity or Expression, and thus the Town deems it necessary to adopt local regulations adapted to the needs of its~~ citizens.
- G. Discrimination on the basis of actual or ~~P~~perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political

~~affiliation, homelessness, or pregnancy status Sexual Orientation and Gender Identity or Expression impacts all citizens who may be lesbian, gay, bisexual, or transgender, because it~~ limits ~~the~~ their ability for individuals to fully and freely identify themselves as they seek housing and the services and products provided by Public Accommodations.

- H. Discrimination in housing makes it difficult ~~for Persons addressed in this chapter~~ to find housing in close proximity to urban services, educational facilities, in price ranges that are within ~~their~~ earning ability, and may cause citizens to seek housing outside the Town.
- I. Discrimination in places of Public Accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek Public Accommodations outside the Town.
- J. Discrimination must be prohibited in order to protect the health, safety, and welfare of the Town and its citizens and visitors and to ensure the basic human rights of members of groups that have historically been subject to Discrimination, including the right of such group members to live in peace where they wish.
- K. Prohibition of Discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town.
- L. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate Discrimination.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.020 Declaration of policy, purpose, and intent.

- A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming, to be free from Discrimination in housing and Public Accommodations, and for it to be contrary to the policy of the Town and unlawful to Discriminate against any Person because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~ in places of housing and Public Accommodation. ~~It is also declared to be unlawful to retaliate against any Person for making a complaint or assisting in an investigation or proceeding as set forth in this chapter.~~
- B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no ~~P~~erson shall be denied ~~their~~~~his or her~~ civil rights, or Discriminated or retaliated against based upon ~~their~~~~his or her~~ actual or ~~P~~erceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~, as more specifically set out in this chapter.
- C. Consistent with the findings of the Town Council, and incorporating those findings, the ordinances from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such Discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town and its citizens and visitors, and to generally encourage the growth and economic expansion of

the Town, and the ability of its residents to fully participate in the cultural, social, and economic life of the Town.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.030 Definitions.

A. As used in this chapter, the following definitions apply:

1. *Discrimination, Discriminate, or Discriminatory*: Any act, policy or practice that has the effect of unfavorably subjecting any Person to different or separate treatment because of ~~their~~his or her actual or ~~perceived~~race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation, Gender Identity or Expression~~, or association with a ~~person~~person or group of people so identified, ~~or on the belief that a Person has a particular Sexual Orientation or Gender Identity or Expression, even if that belief is incorrect.~~
- ~~2. *Gender Identity or Expression*: An actual or Perceived gender-related identity, Expression, or behavior, regardless of the individual's sex at birth.~~
- ~~32.~~ *Housing Facility or Housing Accommodation*: A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.
- ~~43.~~ *Perceived*: Refers to the perception of the actor, even if that perception is incorrect, and not to the perception of the Person for or against whom the action is taken.
- ~~5. *Person*: A natural Person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer of employee of any of them.~~
- ~~64.~~ *Public Accommodation*:
 - a. The term "Public Accommodation" means a place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.
 - b. The term "Public Accommodation" does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:
 - i. It has more than 100 members;
 - ii. Provides regular meal service; and
 - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business.

For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

~~7. — Sexual Orientation: Actual or Perceived heterosexuality, bisexuality, or homosexuality.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.050 Places of Public Accommodation; Discrimination prohibited.

- A. ~~It shall be unlawful for any Pperson to discriminate in the provision of public accommodations on account of an individual's actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status. All Persons of good deportment are entitled to the full and equal enjoyment of all Public Accommodations, including accommodations, advantages, facilities and privileges of all places or agencies which are public in nature, or which invite the patronage of the public, including Town facilities and services, without any distinction. Discrimination or restriction on account of Sexual Orientation or Gender Identity or Expression.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.060 Housing; Discrimination prohibited.

- A. It shall be unlawful for any Pperson, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to ~~Dd~~discriminate on the account of ~~thei~~~~r~~~~the~~ actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status ~~Sexual Orientation or Gender Identity or Expression of a~~ Pperson in the sale, lease or rental of any Housing Facility, or to otherwise Discriminate in the terms, conditions, maintenance, improvement, or repair of any Housing Facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section, provided that the owner rents no more than two sleeping rooms within the residence.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.070 Other prohibited acts.

- A. ~~No Person shall adopt, enforce or employ any policy or requirement, sign or notice which Discriminates or indicates Discrimination in providing housing or Public Accommodations.~~
- B. ~~No Person shall Discriminate in the publication or distribution of advertising material, information or solicitation regarding housing or Public Accommodations.~~
- C. ~~No~~ It shall be unlawful for any agent, broker, labor union, employment agency or any other intermediary ~~shall to~~ Discriminate in making referrals, listings, or providing information with regard to housing or Public Accommodations.
- D. ~~No~~ It shall be unlawful for any Pperson ~~shall to~~ conspire with, require, request, assist, or coerce another Pperson to ~~Dd~~discriminate in any manner prohibited by this chapter.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.080 Retaliation.

- A. ~~No~~It shall be unlawful for any Person ~~shall to~~ coerce, threaten, discharge, expel, blacklist, or otherwise retaliate against another Pperson for opposing any practices prohibited by this chapter, ~~or~~ making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this chapter; ~~nor shall any Person require, request, conspire with, assist, or coerce another Person to coerce, threaten, discharge, expel, blacklist or to retaliate against a Person for making a complaint or assisting in an investigation or proceeding.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.090 Discriminatory effects.

~~It shall be unlawful for any~~No Person ~~shall to~~ adopt, enforce, or employ any policy or requirement which has the effect of creating unequal opportunities for individuals to obtain Hhousing or Public Accommodations according to their actual or Pperceived~~— race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy statusSexual Orientation or Gender Identity or Expression, for an individual to obtain housing or Public Accommodations.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.120 Violation and remedy. (Repealed)

~~A. — Procedure for filing complaints.~~

- ~~1. — Any Person who claims an unlawful housing practice or an unlawful Public Accommodation practice occurred to them subject to the Town's jurisdiction under this chapter may file a complaint with the Town Manager or a designee. A complaint must be filed within 90 calendar days after an alleged violation under this chapter has occurred.~~
- ~~2. — A complaint must be in writing, made under oath or affirmation, and contain the following information:~~
 - ~~a. — The complainant's name, address, telephone number and signature;~~
 - ~~b. — The date the alleged unlawful housing practice or unlawful Public Accommodation practice occurred;~~
 - ~~c. — A statement of the facts upon which the allegation of an unlawful housing practice or unlawful Public Accommodation practice occurred;~~
 - ~~d. — The name of the alleged violator, or facts sufficient to identify such Person ("respondent"); and~~
 - ~~e. — Whether a complaint concerning this same matter has been filed with another agency and the disposition of said complaint.~~
- ~~3. — Upon receipt of the complaint, the Town Manager or a designee shall assign such complaint to a Person or entity (the "investigator") with the requisite knowledge, skills, and expertise to further investigate the complaint as herein described. Such assignment will be made at the sole discretion of the Town Manager or a designee. In the event said complaint involves Persons employed by the Town,~~

~~the investigator shall be an independent third party. In addition, any remedy provided herein is cumulative with internal disciplinary policies that may apply.~~

- ~~4. Promptly upon receipt of the complaint from the Town Manager or a designee, the investigator shall:~~
 - ~~a. Serve by certified mail with return receipt requested the respondent written notice that a complaint alleging the commission of an unlawful housing practice or unlawful Public Accommodation practice has been filed against the respondent;~~
 - ~~b. Furnish a copy of the complaint to the respondent; and~~
 - ~~c. Advise the respondent of their right to file an answer and the right to an investigation to the complaint as provided in this section, and to their procedural rights and obligations in the investigation.~~
- ~~5. Not later than 30 calendar days after the post mark date on the notice and copy of the complaint mailed to respondent, respondent may file an answer to the complaint. The answer must be in writing, made under oath or affirmation, and contain the following information:~~
 - ~~a. The respondent's name, address, telephone number, and signature of the respondent or the respondent's attorney, if any; and~~
 - ~~b. A concise statement of facts in response to the allegations in the complaint, including facts of any defense or exemption.~~
- ~~B. Investigation.~~
 - ~~1. Upon receipt of the complaint and the corresponding answer, if any, the investigator shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the respondent committed an unlawful housing practice or unlawful Public Accommodation practice.~~
 - ~~2. No investigation may commence if, after reviewing the allegations of the complaint, the investigator determines that the complaint does not come within the scope of this chapter. Upon determining that a particular complaint does not come within the scope of this chapter, the investigator shall dismiss the complaint, notify the complainant and respondent and take no further action.~~
 - ~~3. In connection with any investigation of a complaint filed under this chapter, the investigator shall seek the voluntary cooperation of any Person to:~~
 - ~~a. Obtain access to premises, records, documents, individuals, and any other possible source of information;~~
 - ~~b. Examine, record and copy necessary materials; and~~
 - ~~c. Take and record testimony or statements of any Person reasonably necessary for the furtherance of the investigation.~~
 - ~~4. The investigator may dismiss a complaint during the investigation and prior to referral to the Town Attorney if the investigator determines any of the below circumstances apply. If the complaint is dismissed pursuant to this section, the investigator shall notify the complainant and respondent in writing of the reason for the dismissal and take no further action.~~
 - ~~a. The complaint was not filed within the required time period;~~
 - ~~b. The location of the alleged unlawful housing practice or unlawful Public Accommodation practice is not within the Town's jurisdiction;~~

- ~~c. The alleged unlawful housing or unlawful Public Accommodation practice is not a violation of this chapter;~~
- ~~d. The complainant refuses to cooperate with the investigator in the investigation of the complaint;~~
- ~~e. The complainant cannot be located after the investigator has performed a reasonable search; or~~
- ~~f. The investigator determines there is no reasonable cause to believe that an unlawful housing practice or unlawful Public Accommodation practice occurred.~~

~~C. Disposition of a complaint.~~

- ~~1. Upon completion of an investigation of a complaint, if the investigator determines there is reasonable cause to believe that an unlawful housing practice or unlawful Public Accommodation practice occurred, the investigator shall either dismiss the complaint upon the complainant and respondent entering into a written conciliation agreement or refer the complaint to the Town Attorney and provide written notice of such to the complainant and respondent.~~
- ~~2. Upon the referral of a complaint to the Town Attorney, the Town Attorney shall review the complaint and determine whether to file the complaint in municipal court or to decline to pursue the matter any further and dismiss the complaint. If the Town Attorney declines to pursue the complaint, then the Town Attorney shall provide written notice of such to the complainant and respondent and inform the parties the complaint will be dismissed.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 162, 1105, 1317 § 1(Exh. A); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 162; AND SECTIONS 9.16.010, 9.16.020, AND 9.16.025 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PENALTIES FOR VIOLATIONS OF CHAPTER 9.16 ASSAULT, BATTERY, AND UNLAWFUL CONTACT OR TOUCHING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 162, 1105, 1317 § 1(Exh. A); Section 2 of Town of Jackson Ordinance No. 162, and Sections 9.16.010, 9.16.020, and 9.16.025 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.16.010 Assault.

A. It is unlawful for any person, having the present ability to do so, to attempt to cause bodily injury to another person by use of physical force.

~~A.B.~~Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 1, 1973).

9.16.020 Battery.

A. It is unlawful for any person to intentionally, knowingly, or recklessly cause bodily injury to another person by use of physical force.

~~A.B.~~Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

9.16.025 Unlawful contact or touching.

A. It is unlawful for any person to:

1. Touch another person in a rude, insolent, or angry manner without intentionally using sufficient physical force to cause bodily injury to another; or
2. Recklessly cause bodily injury to another person.

B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 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:	October 16, 2023	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Presentation of Ordinances Regarding Bias Crimes, Illegal Discrimination, and Penalties for Violations of Chapter 9.16 of the Jackson Municipal Code	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the following ordinances for the Jackson Municipal Code:

- 1) An ordinance adding a bias crime provision to the Jackson Municipal Code.
- 2) An ordinance amending the Illegal Discrimination provisions of the Jackson Municipal Code (Chapter 9.26).
- 3) Ordinances amending the penalties for violations of Assault (9.16.010), Battery (9.16.020), and Unlawful Contact or Touching (9.16.030).

Requested Action.

Staff requests Council review the draft ordinances and provide direction to staff regarding adjustments, if any, to them.

Recommendations.

Staff recommends approving the ordinances as presented in the attachments to this staff report.

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.

On August 21, 2023, Council directed staff to:

- ✓ Add a bias crime provision to the Jackson Municipal Code that makes it a crime to commit certain existing criminal acts enumerated in the Code against individuals based on their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, and pregnancy status.
- ✓ Make suggestions for additions to the above list of characteristics if research identified other protected characteristics.
- ✓ Set the penalty for such an act at the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.
- ✓ Amend the Municipal Code so that crimes that involve actual or threatened violence against individuals have a penalty commensurate with the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

- ✓ Amend the provision in the Code that prohibits discrimination in housing and public accommodations based on actual or perceived sexual orientation, gender identity, or gender expression, to include the additional characteristics listed above.

Analysis & Key Policy Questions.

The effectuation of Council direction from the August 21, 2023 Meeting is as follows:

Characteristics to Include in the New Bias Crime Ordinance

First, Council directed all the characteristics listed in the ordinances of Casper, Gillette, and Cheyenne to be included in the new Town bias crime ordinance and pregnancy status as well (which is not included in those cities' ordinances). Relatedly, Council requested that if research identified other commonly protected characteristics they should be included. Staff identified being unhoused as a relatively common protected characteristic in bias crime statutes, and consistent with Council direction, it has been added to the draft bias crime ordinance.

Penalty for Bias Crimes

Second, consistent with Council discussion, the draft of the bias crime ordinance sets the penalty for conviction of this offense at the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

Penalty for crimes That Involve Actual or Threatened Violence Against Individuals

Third, at the August 21 Meeting Council discussed the fact that currently the Municipal Code does not have jail time as a potential penalty for existing crimes that involve actual or threatened violence against individuals. These crimes – Assault, Battery, Unlawful Contact or Touching – have a maximum penalty of a fine of \$750.00. Council directed that the penalty for these existing crimes be amended to include the potential of jail time. Ordinances effectuating the change are attached to this staff report.

Amendment of Existing Illegal Discrimination (discrimination in Housing and Public Accommodations)

Fourth, Council directed that the existing Illegal Discrimination provisions of the Code be broadened to include all the characteristics being protected in the new bias crime ordinance. That has been executed in the draft of Chapter 9.26 attached to this staff report. Notably, these crimes do *not* include the potential of jail time, as they do *not* involve actual or threatened violence against individuals.

Additional Recommended Amendment to Illegal Discrimination

Fifth and finally, in amending Illegal Discrimination, one issue was brought to light upon review, specifically, changing the prosecution process for complaints of illegal discrimination in public accommodations and housing. When this Code provision was enacted in 2018 it was one of the first of its kind in Wyoming (with the exception of Laramie) and the Council required a unique investigation process prior to issuing a citation. The new crop of ordinances in Cheyenne, Casper, and Gillette do not include these atypical investigative requirements, rather standard criminal procedure governs.

Key Policy Question: Is Council amendable to repealing the atypical investigation process in Chapter 9.26?

- Staff recommends repeal of this process because it is burdensome and convoluted for both the parties that are subject to the law (housing and public accommodations providers) and those trying to take advantage of it (complainants/victims), requiring significant and long-term involvement in investigations, meetings, reconciliation, etc. Moreover, the Town of Jackson is a municipality with criminal, not civil, jurisdiction and the standard procedures and statutes governing criminal law should govern investigation and prosecution.
- The draft amendment of the Illegal Discrimination ordinance attached to this staff report includes this recommended repeal.

Possible Alternatives.

Council could:

1. Provide direction to staff on modifications to one or more of the ordinance drafts and move them at first reading with those modifications (or direct staff to re-present them with those changes at a future meeting).
2. Elect not to adopt one or both of the draft ordinances.

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 drafting these ordinances, and preparing this staff report and PowerPoint presentation; Administration spent 1 hour coordinating with the Town Attorney on the staff report and Council presentation.

Attachments or Links.

- Ordinance A, Draft Bias Crime Ordinance
- Ordinance B, Draft Illegal Discrimination Ordinance
- Ordinance C, Draft Ordinance Amending Assault, Battery, Unlawful Contact or Touching
- August 21, 2023 Staff Report *Consideration of Adding an Antibias Provision to Title 9, Public Peace, Morals, and Welfare Of the Jackson Municipal Code*

Suggested Motion.

I move to approve ordinances A, B, and C at first reading.

ORDINANCE A

AN ORDINANCE ESTABLISHING CHAPTER 9.27 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING BIAS CRIME; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Chapter 9.27 of the Municipal Code of the Town of Jackson is hereby created to read as follows:

Chapter 9.27 – BIAS CRIME

9.27.010 Bias crime.

- A. No person shall commit a Specified Offense because of the actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status of another individual or group of individuals.
- B. A Specified Offense is an offense defined by any of the following provisions of this Code:
 - 1. Section 9.04.040, False record of crime;
 - 2. Section 9.16.010, Assault;
 - 3. Section 9.16.020, Battery;
 - 4. Section 9.16.025, Unlawful contact or touching;
 - 5. Section 9.20.015, Theft;
 - 6. Section 9.20.040, Shoplifting;
 - 7. Section 9.40.010, Disturbing meetings;
 - 8. Section 9.40.020, Breach of peace;
 - 9. Section 9.40.030, Obstructive or disruptive conduct within governmental facilities prohibited;
 - 10. Section 9.52.010, Defacing or destroying property;
 - 11. Section 9.52.040, Throwing stones or missiles;
 - 12. Section 9.56.010, Criminal trespass; or
 - 13. Section 7.08.020, Cruelty to animals.
- C. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ §1, 2023).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1200, 1317 § 1(Exh. A); AND SECTIONS 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, AND 9.26.120 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1200, 1317 § 1(Exh. A), and Sections 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, and 9.26.120 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities.
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town.
- C. Discrimination and Discriminatory practices based on actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town.
- D. Discrimination disturbs or jeopardizes the public health, safety, and welfare of the Town and its citizens and visitors.
- E. While the vast majority of housing providers and places of Public Accommodation within the Town do not Discriminate on the basis of actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status, the Town has received public testimony and written complaints reporting instances of Discrimination.
- F. Although state and federal laws have been enacted to eliminate Discrimination in housing, and Public Accommodations, the Town finds that existing state laws do not adequately address all Discriminatory acts reported to the Town.
- G. Discrimination on the basis of actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status limits the ability for individuals to fully and freely identify themselves as they seek housing and the services and products provided by Public Accommodations.
- H. Discrimination in housing makes it difficult to find housing in close proximity to urban services, educational facilities, in price ranges that are within earning ability, and may cause citizens to seek housing outside the Town.

- I. Discrimination in places of Public Accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek Public Accommodations outside the Town.
- J. Discrimination must be prohibited in order to protect the health, safety, and welfare of the Town and its citizens and visitors and to ensure the basic human rights of members of groups that have historically been subject to Discrimination, including the right of such group members to live in peace where they wish.
- K. Prohibition of Discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town.
- L. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate Discrimination.

(Ord. ____ § ____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.020 Declaration of policy, purpose, and intent.

- A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming, to be free from Discrimination in housing and Public Accommodations, and for it to be contrary to the policy of the Town and unlawful to Discriminate against any Person because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status in places of housing and Public Accommodation.
- B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no person shall be denied their civil rights, or Discriminated or retaliated against based upon their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status, as more specifically set out in this chapter.
- C. Consistent with the findings of the Town Council, and incorporating those findings, the ordinances from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such Discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town and its citizens and visitors, and to generally encourage the growth and economic expansion of the Town, and the ability of its residents to fully participate in the cultural, social, and economic life of the Town.

(Ord. ____ § ____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.030 Definitions.

- A. As used in this chapter, the following definitions apply:
 - 1. *Discrimination, Discriminate, or Discriminatory:* Any act, policy or practice that has the effect of unfavorably subjecting any Person to different or separate treatment because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender

expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status, or association with a person or group of people so identified.

2. *Housing Facility or Housing Accommodation*: A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.
3. *Perceived*: Refers to the perception of the actor, even if that perception is incorrect, and not to the perception of the Person for or against whom the action is taken.
4. *Public Accommodation*:
 - a. The term "Public Accommodation" means a place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.
 - b. The term "Public Accommodation" does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:
 - i. It has more than 100 members;
 - ii. Provides regular meal service; and
 - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business.

For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

...

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.050 Places of Public Accommodation; Discrimination prohibited.

- A. It shall be unlawful for any person to discriminate in the provision of public accommodations on account of an individual's actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.060 Housing; Discrimination prohibited.

- A. It shall be unlawful for any person, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to discriminate on the account of the actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and

pregnancy status of a person in the sale, lease or rental of any Housing Facility, or to otherwise Discriminate in the terms, conditions, maintenance, improvement, or repair of any Housing Facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section, provided that the owner rents no more than two sleeping rooms within the residence.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.070 Other prohibited acts.

...

- C. It shall be unlawful for any agent, broker, labor union, employment agency or any other intermediary to Discriminate in making referrals, listings, or providing information with regard to housing or Public Accommodations.
- D. It shall be unlawful for any person to conspire with, require, request, assist, or coerce another person to discriminate in any manner prohibited by this chapter.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.080 Retaliation.

- A. It shall be unlawful for any person to coerce, threaten, discharge, expel, refuse to employ , or otherwise retaliate against another person for opposing any practices prohibited by this chapter, making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this chapter;.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.090 Discriminatory effects.

- A. It shall be unlawful for any person to adopt, enforce, or employ any policy or requirement which has the effect of creating unequal opportunities for individuals to obtain Housing or Public Accommodations according to their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.120 Violation and remedy. (Repealed)

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 162, 1105, 1317 § 1(Exh. A); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 162; AND SECTIONS 9.16.010, 9.16.020, AND 9.16.025 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PENALTIES FOR VIOLATIONS OF CHAPTER 9.16 ASSAULT, BATTERY, AND UNLAWFUL CONTACT OR TOUCHING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 162, 1105, 1317 § 1(Exh. A); Section 2 of Town of Jackson Ordinance No. 162, and Sections 9.16.010, 9.16.020, and 9.16.025 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.16.010 Assault.

- A. It is unlawful for any person, having the present ability to do so, to attempt to cause bodily injury to another person by use of physical force.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 1, 1973).

9.16.020 Battery.

- A. It is unlawful for any person to intentionally, knowingly, or recklessly cause bodily injury to another person by use of physical force.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

9.16.025 Unlawful contact or touching.

- A. It is unlawful for any person to:
 - 1. Touch another person in a rude, insolent, or angry manner without intentionally using sufficient physical force to cause bodily injury to another; or
 - 2. Recklessly cause bodily injury to another person.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1200, 1317 § 1(Exh. A); AND SECTIONS 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, AND 9.26.120 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1200, 1317 § 1(Exh. A), and Sections 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, and 9.26.120 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities.
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town.
- C. Discrimination and Discriminatory practices based on actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~ inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town.
- D. Discrimination disturbs or jeopardizes the public health, safety, and welfare of the Town and its citizens and visitors.
- E. While the vast majority of housing providers and places of Public Accommodation within the Town do not Discriminate on the basis of actual or ~~P~~perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status~~Sexual Orientation and Gender Identity or Expression~~, the Town has received public testimony and written complaints reporting instances of Discrimination.
- F. Although state and federal laws have been enacted to eliminate Discrimination in housing, and Public Accommodations, the Town finds that existing state ~~and federal~~ laws do not adequately address all Discriminatory acts reported by to the Town. ~~'s diverse residents, including lesbian, gay, bisexual, and transgender individuals that have not attained equal opportunity in housing and Public Accommodations. A barrier to the advancement of lesbian, gay, bisexual, and transgender individuals in their personal and professional lives within the Town is the potential Discriminatory practices of providers of Public Accommodations and housing on the basis of actual or Perceived Sexual Orientation and Gender Identity or Expression, and thus the Town deems it necessary to adopt local regulations adapted to the needs of its~~ citizens.
- G. Discrimination on the basis of actual or ~~P~~perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political

~~affiliation, homelessness, or pregnancy status Sexual Orientation and Gender Identity or Expression impacts all citizens who may be lesbian, gay, bisexual, or transgender, because it~~ limits ~~the~~ their ability for individuals to fully and freely identify themselves as they seek housing and the services and products provided by Public Accommodations.

- H. Discrimination in housing makes it difficult ~~for Persons addressed in this chapter~~ to find housing in close proximity to urban services, educational facilities, in price ranges that are within ~~their~~ earning ability, and may cause citizens to seek housing outside the Town.
- I. Discrimination in places of Public Accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek Public Accommodations outside the Town.
- J. Discrimination must be prohibited in order to protect the health, safety, and welfare of the Town and its citizens and visitors and to ensure the basic human rights of members of groups that have historically been subject to Discrimination, including the right of such group members to live in peace where they wish.
- K. Prohibition of Discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town.
- L. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate Discrimination.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.020 Declaration of policy, purpose, and intent.

- A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming, to be free from Discrimination in housing and Public Accommodations, and for it to be contrary to the policy of the Town and unlawful to Discriminate against any Person because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~ in places of housing and Public Accommodation. ~~It is also declared to be unlawful to retaliate against any Person for making a complaint or assisting in an investigation or proceeding as set forth in this chapter.~~
- B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no ~~P~~person shall be denied ~~their~~~~his or her~~ civil rights, or Discriminated or retaliated against based upon ~~their~~~~his or her~~ actual or ~~P~~perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~, as more specifically set out in this chapter.
- C. Consistent with the findings of the Town Council, and incorporating those findings, the ordinances from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such Discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town and its citizens and visitors, and to generally encourage the growth and economic expansion of

the Town, and the ability of its residents to fully participate in the cultural, social, and economic life of the Town.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.030 Definitions.

A. As used in this chapter, the following definitions apply:

1. *Discrimination, Discriminate, or Discriminatory*: Any act, policy or practice that has the effect of unfavorably subjecting any Person to different or separate treatment because of ~~their~~his or her actual or ~~perceived~~race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation, Gender Identity or Expression~~, or association with a ~~person~~person or group of people so identified, ~~or on the belief that a Person has a particular Sexual Orientation or Gender Identity or Expression, even if that belief is incorrect.~~
- ~~2. *Gender Identity or Expression*: An actual or Perceived gender-related identity, Expression, or behavior, regardless of the individual's sex at birth.~~
- ~~32.~~ *Housing Facility or Housing Accommodation*: A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.
- ~~43.~~ *Perceived*: Refers to the perception of the actor, even if that perception is incorrect, and not to the perception of the Person for or against whom the action is taken.
- ~~5. *Person*: A natural Person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer of employee of any of them.~~
- ~~64.~~ *Public Accommodation*:
 - a. The term "Public Accommodation" means a place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.
 - b. The term "Public Accommodation" does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:
 - i. It has more than 100 members;
 - ii. Provides regular meal service; and
 - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business.

For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

~~7. — Sexual Orientation: Actual or Perceived heterosexuality, bisexuality, or homosexuality.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.050 Places of Public Accommodation; Discrimination prohibited.

- A. ~~It shall be unlawful for any Pperson to discriminate in the provision of public accommodations on account of an individual's actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status. All Persons of good deportment are entitled to the full and equal enjoyment of all Public Accommodations, including accommodations, advantages, facilities and privileges of all places or agencies which are public in nature, or which invite the patronage of the public, including Town facilities and services, without any distinction. Discrimination or restriction on account of Sexual Orientation or Gender Identity or Expression.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.060 Housing; Discrimination prohibited.

- A. It shall be unlawful for any Pperson, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to ~~Dd~~discriminate on the account of ~~thei~~the ~~actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status. Sexual Orientation or Gender Identity or Expression of a Pperson~~ in the sale, lease or rental of any Housing Facility, or to otherwise Discriminate in the terms, conditions, maintenance, improvement, or repair of any Housing Facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section, provided that the owner rents no more than two sleeping rooms within the residence.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.070 Other prohibited acts.

- A. ~~No Person shall adopt, enforce or employ any policy or requirement, sign or notice which Discriminates or indicates Discrimination in providing housing or Public Accommodations.~~
- B. ~~No Person shall Discriminate in the publication or distribution of advertising material, information or solicitation regarding housing or Public Accommodations.~~
- C. ~~No~~ It shall be unlawful for any agent, broker, labor union, employment agency or any other intermediary ~~shall to~~ Discriminate in making referrals, listings, or providing information with regard to housing or Public Accommodations.
- D. ~~No~~ It shall be unlawful for any Pperson ~~shall to~~ conspire with, require, request, assist, or coerce another Pperson to ~~Dd~~discriminate in any manner prohibited by this chapter.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.080 Retaliation.

- A. ~~No~~It shall be unlawful for any Person ~~shall to~~ coerce, threaten, discharge, expel, blacklist, or otherwise retaliate against another Pperson for opposing any practices prohibited by this chapter, ~~or~~ making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this chapter; ~~nor shall any Person require, request, conspire with, assist, or coerce another Person to coerce, threaten, discharge, expel, blacklist or to retaliate against a Person for making a complaint or assisting in an investigation or proceeding.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.090 Discriminatory effects.

~~It shall be unlawful for any~~No Person ~~shall to~~ adopt, enforce, or employ any policy or requirement which has the effect of creating unequal opportunities for individuals to obtain Hhousing or Public Accommodations according to their actual or Pperceived~~— race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy statusSexual Orientation or Gender Identity or Expression, for an individual to obtain housing or Public Accommodations.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.120 Violation and remedy. (Repealed)

~~A. — Procedure for filing complaints.~~

- ~~1. — Any Person who claims an unlawful housing practice or an unlawful Public Accommodation practice occurred to them subject to the Town's jurisdiction under this chapter may file a complaint with the Town Manager or a designee. A complaint must be filed within 90 calendar days after an alleged violation under this chapter has occurred.~~
- ~~2. — A complaint must be in writing, made under oath or affirmation, and contain the following information:~~
 - ~~a. — The complainant's name, address, telephone number and signature;~~
 - ~~b. — The date the alleged unlawful housing practice or unlawful Public Accommodation practice occurred;~~
 - ~~c. — A statement of the facts upon which the allegation of an unlawful housing practice or unlawful Public Accommodation practice occurred;~~
 - ~~d. — The name of the alleged violator, or facts sufficient to identify such Person ("respondent"); and~~
 - ~~e. — Whether a complaint concerning this same matter has been filed with another agency and the disposition of said complaint.~~
- ~~3. — Upon receipt of the complaint, the Town Manager or a designee shall assign such complaint to a Person or entity (the "investigator") with the requisite knowledge, skills, and expertise to further investigate the complaint as herein described. Such assignment will be made at the sole discretion of the Town Manager or a designee. In the event said complaint involves Persons employed by the Town,~~

~~the investigator shall be an independent third party. In addition, any remedy provided herein is cumulative with internal disciplinary policies that may apply.~~

- ~~4. Promptly upon receipt of the complaint from the Town Manager or a designee, the investigator shall:~~
 - ~~a. Serve by certified mail with return receipt requested the respondent written notice that a complaint alleging the commission of an unlawful housing practice or unlawful Public Accommodation practice has been filed against the respondent;~~
 - ~~b. Furnish a copy of the complaint to the respondent; and~~
 - ~~c. Advise the respondent of their right to file an answer and the right to an investigation to the complaint as provided in this section, and to their procedural rights and obligations in the investigation.~~
- ~~5. Not later than 30 calendar days after the post mark date on the notice and copy of the complaint mailed to respondent, respondent may file an answer to the complaint. The answer must be in writing, made under oath or affirmation, and contain the following information:~~
 - ~~a. The respondent's name, address, telephone number, and signature of the respondent or the respondent's attorney, if any; and~~
 - ~~b. A concise statement of facts in response to the allegations in the complaint, including facts of any defense or exemption.~~
- ~~B. Investigation.~~
 - ~~1. Upon receipt of the complaint and the corresponding answer, if any, the investigator shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the respondent committed an unlawful housing practice or unlawful Public Accommodation practice.~~
 - ~~2. No investigation may commence if, after reviewing the allegations of the complaint, the investigator determines that the complaint does not come within the scope of this chapter. Upon determining that a particular complaint does not come within the scope of this chapter, the investigator shall dismiss the complaint, notify the complainant and respondent and take no further action.~~
 - ~~3. In connection with any investigation of a complaint filed under this chapter, the investigator shall seek the voluntary cooperation of any Person to:~~
 - ~~a. Obtain access to premises, records, documents, individuals, and any other possible source of information;~~
 - ~~b. Examine, record and copy necessary materials; and~~
 - ~~c. Take and record testimony or statements of any Person reasonably necessary for the furtherance of the investigation.~~
 - ~~4. The investigator may dismiss a complaint during the investigation and prior to referral to the Town Attorney if the investigator determines any of the below circumstances apply. If the complaint is dismissed pursuant to this section, the investigator shall notify the complainant and respondent in writing of the reason for the dismissal and take no further action.~~
 - ~~a. The complaint was not filed within the required time period;~~
 - ~~b. The location of the alleged unlawful housing practice or unlawful Public Accommodation practice is not within the Town's jurisdiction;~~

- ~~c. The alleged unlawful housing or unlawful Public Accommodation practice is not a violation of this chapter;~~
- ~~d. The complainant refuses to cooperate with the investigator in the investigation of the complaint;~~
- ~~e. The complainant cannot be located after the investigator has performed a reasonable search; or~~
- ~~f. The investigator determines there is no reasonable cause to believe that an unlawful housing practice or unlawful Public Accommodation practice occurred.~~

~~C. Disposition of a complaint.~~

- ~~1. Upon completion of an investigation of a complaint, if the investigator determines there is reasonable cause to believe that an unlawful housing practice or unlawful Public Accommodation practice occurred, the investigator shall either dismiss the complaint upon the complainant and respondent entering into a written conciliation agreement or refer the complaint to the Town Attorney and provide written notice of such to the complainant and respondent.~~
- ~~2. Upon the referral of a complaint to the Town Attorney, the Town Attorney shall review the complaint and determine whether to file the complaint in municipal court or to decline to pursue the matter any further and dismiss the complaint. If the Town Attorney declines to pursue the complaint, then the Town Attorney shall provide written notice of such to the complainant and respondent and inform the parties the complaint will be dismissed.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 162, 1105, 1317 § 1(Exh. A); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 162; AND SECTIONS 9.16.010, 9.16.020, AND 9.16.025 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PENALTIES FOR VIOLATIONS OF CHAPTER 9.16 ASSAULT, BATTERY, AND UNLAWFUL CONTACT OR TOUCHING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 162, 1105, 1317 § 1(Exh. A); Section 2 of Town of Jackson Ordinance No. 162, and Sections 9.16.010, 9.16.020, and 9.16.025 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.16.010 Assault.

A. It is unlawful for any person, having the present ability to do so, to attempt to cause bodily injury to another person by use of physical force.

~~A.B.~~Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 1, 1973).

9.16.020 Battery.

A. It is unlawful for any person to intentionally, knowingly, or recklessly cause bodily injury to another person by use of physical force.

~~A.B.~~Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

9.16.025 Unlawful contact or touching.

A. It is unlawful for any person to:

1. Touch another person in a rude, insolent, or angry manner without intentionally using sufficient physical force to cause bodily injury to another; or
2. Recklessly cause bodily injury to another person.

B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 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:	October 16, 2023	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Presentation of Ordinances Regarding Bias Crimes, Illegal Discrimination, and Penalties for Violations of Chapter 9.16 of the Jackson Municipal Code	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the following ordinances for the Jackson Municipal Code:

- 1) An ordinance adding a bias crime provision to the Jackson Municipal Code.
- 2) An ordinance amending the Illegal Discrimination provisions of the Jackson Municipal Code (Chapter 9.26).
- 3) Ordinances amending the penalties for violations of Assault (9.16.010), Battery (9.16.020), and Unlawful Contact or Touching (9.16.030).

Requested Action.

Staff requests Council review the draft ordinances and provide direction to staff regarding adjustments, if any, to them.

Recommendations.

Staff recommends approving the ordinances as presented in the attachments to this staff report.

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.

On August 21, 2023, Council directed staff to:

- ✓ Add a bias crime provision to the Jackson Municipal Code that makes it a crime to commit certain existing criminal acts enumerated in the Code against individuals based on their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, and pregnancy status.
- ✓ Make suggestions for additions to the above list of characteristics if research identified other protected characteristics.
- ✓ Set the penalty for such an act at the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.
- ✓ Amend the Municipal Code so that crimes that involve actual or threatened violence against individuals have a penalty commensurate with the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

- ✓ Amend the provision in the Code that prohibits discrimination in housing and public accommodations based on actual or perceived sexual orientation, gender identity, or gender expression, to include the additional characteristics listed above.

Analysis & Key Policy Questions.

The effectuation of Council direction from the August 21, 2023 Meeting is as follows:

Characteristics to Include in the New Bias Crime Ordinance

First, Council directed all the characteristics listed in the ordinances of Casper, Gillette, and Cheyenne to be included in the new Town bias crime ordinance and pregnancy status as well (which is not included in those cities' ordinances). Relatedly, Council requested that if research identified other commonly protected characteristics they should be included. Staff identified being unhoused as a relatively common protected characteristic in bias crime statutes, and consistent with Council direction, it has been added to the draft bias crime ordinance.

Penalty for Bias Crimes

Second, consistent with Council discussion, the draft of the bias crime ordinance sets the penalty for conviction of this offense at the maximum authority of the Town, i.e., a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

Penalty for crimes That Involve Actual or Threatened Violence Against Individuals

Third, at the August 21 Meeting Council discussed the fact that currently the Municipal Code does not have jail time as a potential penalty for existing crimes that involve actual or threatened violence against individuals. These crimes – Assault, Battery, Unlawful Contact or Touching – have a maximum penalty of a fine of \$750.00. Council directed that the penalty for these existing crimes be amended to include the potential of jail time. Ordinances effectuating the change are attached to this staff report.

Amendment of Existing Illegal Discrimination (discrimination in Housing and Public Accommodations)

Fourth, Council directed that the existing Illegal Discrimination provisions of the Code be broadened to include all the characteristics being protected in the new bias crime ordinance. That has been executed in the draft of Chapter 9.26 attached to this staff report. Notably, these crimes do *not* include the potential of jail time, as they do *not* involve actual or threatened violence against individuals.

Additional Recommended Amendment to Illegal Discrimination

Fifth and finally, in amending Illegal Discrimination, one issue was brought to light upon review, specifically, changing the prosecution process for complaints of illegal discrimination in public accommodations and housing. When this Code provision was enacted in 2018 it was one of the first of its kind in Wyoming (with the exception of Laramie) and the Council required a unique investigation process prior to issuing a citation. The new crop of ordinances in Cheyenne, Casper, and Gillette do not include these atypical investigative requirements, rather standard criminal procedure governs.

Key Policy Question: Is Council amendable to repealing the atypical investigation process in Chapter 9.26?

- Staff recommends repeal of this process because it is burdensome and convoluted for both the parties that are subject to the law (housing and public accommodations providers) and those trying to take advantage of it (complainants/victims), requiring significant and long-term involvement in investigations, meetings, reconciliation, etc. Moreover, the Town of Jackson is a municipality with criminal, not civil, jurisdiction and the standard procedures and statutes governing criminal law should govern investigation and prosecution.
- The draft amendment of the Illegal Discrimination ordinance attached to this staff report includes this recommended repeal.

Possible Alternatives.

Council could:

1. Provide direction to staff on modifications to one or more of the ordinance drafts and move them at first reading with those modifications (or direct staff to re-present them with those changes at a future meeting).
2. Elect not to adopt one or both of the draft ordinances.

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 drafting these ordinances, and preparing this staff report and PowerPoint presentation; Administration spent 1 hour coordinating with the Town Attorney on the staff report and Council presentation.

Attachments or Links.

- Ordinance A, Draft Bias Crime Ordinance
- Ordinance B, Draft Illegal Discrimination Ordinance
- Ordinance C, Draft Ordinance Amending Assault, Battery, Unlawful Contact or Touching
- August 21, 2023 Staff Report *Consideration of Adding an Antibias Provision to Title 9, Public Peace, Morals, and Welfare Of the Jackson Municipal Code*

Suggested Motion.

I move to approve ordinances A, B, and C at first reading.

ORDINANCE A

AN ORDINANCE ESTABLISHING CHAPTER 9.27 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING BIAS CRIME; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Chapter 9.27 of the Municipal Code of the Town of Jackson is hereby created to read as follows:

Chapter 9.27 – BIAS CRIME

9.27.010 Bias crime.

- A. No person shall commit a Specified Offense because of the actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status of another individual or group of individuals.
- B. A Specified Offense is an offense defined by any of the following provisions of this Code:
 - 1. Section 9.04.040, False record of crime;
 - 2. Section 9.16.010, Assault;
 - 3. Section 9.16.020, Battery;
 - 4. Section 9.16.025, Unlawful contact or touching;
 - 5. Section 9.20.015, Theft;
 - 6. Section 9.20.040, Shoplifting;
 - 7. Section 9.40.010, Disturbing meetings;
 - 8. Section 9.40.020, Breach of peace;
 - 9. Section 9.40.030, Obstructive or disruptive conduct within governmental facilities prohibited;
 - 10. Section 9.52.010, Defacing or destroying property;
 - 11. Section 9.52.040, Throwing stones or missiles;
 - 12. Section 9.56.010, Criminal trespass; or
 - 13. Section 7.08.020, Cruelty to animals.
- C. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ §1, 2023).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1200, 1317 § 1(Exh. A); AND SECTIONS 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, AND 9.26.120 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1200, 1317 § 1(Exh. A), and Sections 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, and 9.26.120 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities.
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town.
- C. Discrimination and Discriminatory practices based on actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town.
- D. Discrimination disturbs or jeopardizes the public health, safety, and welfare of the Town and its citizens and visitors.
- E. While the vast majority of housing providers and places of Public Accommodation within the Town do not Discriminate on the basis of actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status, the Town has received public testimony and written complaints reporting instances of Discrimination.
- F. Although state and federal laws have been enacted to eliminate Discrimination in housing, and Public Accommodations, the Town finds that existing state laws do not adequately address all Discriminatory acts reported to the Town.
- G. Discrimination on the basis of actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status limits the ability for individuals to fully and freely identify themselves as they seek housing and the services and products provided by Public Accommodations.
- H. Discrimination in housing makes it difficult to find housing in close proximity to urban services, educational facilities, in price ranges that are within earning ability, and may cause citizens to seek housing outside the Town.

- I. Discrimination in places of Public Accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek Public Accommodations outside the Town.
- J. Discrimination must be prohibited in order to protect the health, safety, and welfare of the Town and its citizens and visitors and to ensure the basic human rights of members of groups that have historically been subject to Discrimination, including the right of such group members to live in peace where they wish.
- K. Prohibition of Discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town.
- L. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate Discrimination.

(Ord. ____ § ____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.020 Declaration of policy, purpose, and intent.

- A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming, to be free from Discrimination in housing and Public Accommodations, and for it to be contrary to the policy of the Town and unlawful to Discriminate against any Person because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status in places of housing and Public Accommodation.
- B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no person shall be denied their civil rights, or Discriminated or retaliated against based upon their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status, as more specifically set out in this chapter.
- C. Consistent with the findings of the Town Council, and incorporating those findings, the ordinances from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such Discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town and its citizens and visitors, and to generally encourage the growth and economic expansion of the Town, and the ability of its residents to fully participate in the cultural, social, and economic life of the Town.

(Ord. ____ § ____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.030 Definitions.

- A. As used in this chapter, the following definitions apply:
 - 1. *Discrimination, Discriminate, or Discriminatory:* Any act, policy or practice that has the effect of unfavorably subjecting any Person to different or separate treatment because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender

expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status, or association with a person or group of people so identified.

2. *Housing Facility or Housing Accommodation*: A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.
3. *Perceived*: Refers to the perception of the actor, even if that perception is incorrect, and not to the perception of the Person for or against whom the action is taken.
4. *Public Accommodation*:
 - a. The term "Public Accommodation" means a place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.
 - b. The term "Public Accommodation" does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:
 - i. It has more than 100 members;
 - ii. Provides regular meal service; and
 - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business.

For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

...

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.050 Places of Public Accommodation; Discrimination prohibited.

- A. It shall be unlawful for any person to discriminate in the provision of public accommodations on account of an individual's actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.060 Housing; Discrimination prohibited.

- A. It shall be unlawful for any person, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to discriminate on the account of the actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and

pregnancy status of a person in the sale, lease or rental of any Housing Facility, or to otherwise Discriminate in the terms, conditions, maintenance, improvement, or repair of any Housing Facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section, provided that the owner rents no more than two sleeping rooms within the residence.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.070 Other prohibited acts.

...

- C. It shall be unlawful for any agent, broker, labor union, employment agency or any other intermediary to Discriminate in making referrals, listings, or providing information with regard to housing or Public Accommodations.
- D. It shall be unlawful for any person to conspire with, require, request, assist, or coerce another person to discriminate in any manner prohibited by this chapter.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.080 Retaliation.

- A. It shall be unlawful for any person to coerce, threaten, discharge, expel, refuse to employ , or otherwise retaliate against another person for opposing any practices prohibited by this chapter, making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this chapter;.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.090 Discriminatory effects.

- A. It shall be unlawful for any person to adopt, enforce, or employ any policy or requirement which has the effect of creating unequal opportunities for individuals to obtain Housing or Public Accommodations according to their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.120 Violation and remedy. (Repealed)

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 162, 1105, 1317 § 1(Exh. A); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 162; AND SECTIONS 9.16.010, 9.16.020, AND 9.16.025 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PENALTIES FOR VIOLATIONS OF CHAPTER 9.16 ASSAULT, BATTERY, AND UNLAWFUL CONTACT OR TOUCHING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 162, 1105, 1317 § 1(Exh. A); Section 2 of Town of Jackson Ordinance No. 162, and Sections 9.16.010, 9.16.020, and 9.16.025 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.16.010 Assault.

- A. It is unlawful for any person, having the present ability to do so, to attempt to cause bodily injury to another person by use of physical force.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 1, 1973).

9.16.020 Battery.

- A. It is unlawful for any person to intentionally, knowingly, or recklessly cause bodily injury to another person by use of physical force.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

9.16.025 Unlawful contact or touching.

- A. It is unlawful for any person to:
 - 1. Touch another person in a rude, insolent, or angry manner without intentionally using sufficient physical force to cause bodily injury to another; or
 - 2. Recklessly cause bodily injury to another person.
- B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. ____ § ____, 2023; Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1200, 1317 § 1(Exh. A); AND SECTIONS 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, AND 9.26.120 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1200, 1317 § 1(Exh. A), and Sections 9.26.010, 9.26.020, 9.26.030, 9.26.050, 9.26.060, 9.26.070, 9.26.080, 9.26.090, and 9.26.120 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities.
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town.
- C. Discrimination and Discriminatory practices based on actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~ inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town.
- D. Discrimination disturbs or jeopardizes the public health, safety, and welfare of the Town and its citizens and visitors.
- E. While the vast majority of housing providers and places of Public Accommodation within the Town do not Discriminate on the basis of actual or ~~P~~perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, or pregnancy status~~Sexual Orientation and Gender Identity or Expression~~, the Town has received public testimony and written complaints reporting instances of Discrimination.
- F. Although state and federal laws have been enacted to eliminate Discrimination in housing, and Public Accommodations, the Town finds that existing state ~~and federal~~ laws do not adequately address all Discriminatory acts reported by to the Town. ~~'s diverse residents, including lesbian, gay, bisexual, and transgender individuals that have not attained equal opportunity in housing and Public Accommodations. A barrier to the advancement of lesbian, gay, bisexual, and transgender individuals in their personal and professional lives within the Town is the potential Discriminatory practices of providers of Public Accommodations and housing on the basis of actual or Perceived Sexual Orientation and Gender Identity or Expression, and thus the Town deems it necessary to adopt local regulations adapted to the needs of its~~ citizens.
- G. Discrimination on the basis of actual or ~~P~~perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political

~~affiliation, homelessness, or pregnancy status Sexual Orientation and Gender Identity or Expression impacts all citizens who may be lesbian, gay, bisexual, or transgender, because it~~ limits ~~the~~ their ability for individuals to fully and freely identify themselves as they seek housing and the services and products provided by Public Accommodations.

- H. Discrimination in housing makes it difficult ~~for Persons addressed in this chapter~~ to find housing in close proximity to urban services, educational facilities, in price ranges that are within ~~their~~ earning ability, and may cause citizens to seek housing outside the Town.
- I. Discrimination in places of Public Accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek Public Accommodations outside the Town.
- J. Discrimination must be prohibited in order to protect the health, safety, and welfare of the Town and its citizens and visitors and to ensure the basic human rights of members of groups that have historically been subject to Discrimination, including the right of such group members to live in peace where they wish.
- K. Prohibition of Discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town.
- L. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate Discrimination.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.020 Declaration of policy, purpose, and intent.

- A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming, to be free from Discrimination in housing and Public Accommodations, and for it to be contrary to the policy of the Town and unlawful to Discriminate against any Person because of their actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~ in places of housing and Public Accommodation. ~~It is also declared to be unlawful to retaliate against any Person for making a complaint or assisting in an investigation or proceeding as set forth in this chapter.~~
- B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no ~~P~~erson shall be denied ~~their~~~~his or her~~ civil rights, or Discriminated or retaliated against based upon ~~their~~~~his or her~~ actual or ~~P~~erceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation or Gender Identity or Expression~~, as more specifically set out in this chapter.
- C. Consistent with the findings of the Town Council, and incorporating those findings, the ordinances from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such Discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town and its citizens and visitors, and to generally encourage the growth and economic expansion of

the Town, and the ability of its residents to fully participate in the cultural, social, and economic life of the Town.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.030 Definitions.

A. As used in this chapter, the following definitions apply:

1. *Discrimination, Discriminate, or Discriminatory*: Any act, policy or practice that has the effect of unfavorably subjecting any Person to different or separate treatment because of ~~their~~his or her actual or ~~perceived~~race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status~~Sexual Orientation, Gender Identity or Expression~~, or association with a ~~person~~person or group of people so identified, ~~or on the belief that a Person has a particular Sexual Orientation or Gender Identity or Expression, even if that belief is incorrect.~~
- ~~2. *Gender Identity or Expression*: An actual or Perceived gender-related identity, Expression, or behavior, regardless of the individual's sex at birth.~~
- ~~32.~~ *Housing Facility or Housing Accommodation*: A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.
- ~~43.~~ *Perceived*: Refers to the perception of the actor, even if that perception is incorrect, and not to the perception of the Person for or against whom the action is taken.
- ~~5. *Person*: A natural Person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer of employee of any of them.~~
- ~~64.~~ *Public Accommodation*:
 - a. The term "Public Accommodation" means a place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.
 - b. The term "Public Accommodation" does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:
 - i. It has more than 100 members;
 - ii. Provides regular meal service; and
 - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business.

For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

~~7. — Sexual Orientation: Actual or Perceived heterosexuality, bisexuality, or homosexuality.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.050 Places of Public Accommodation; Discrimination prohibited.

- A. ~~It shall be unlawful for any Pperson to discriminate in the provision of public accommodations on account of an individual's actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status. All Persons of good deportment are entitled to the full and equal enjoyment of all Public Accommodations, including accommodations, advantages, facilities and privileges of all places or agencies which are public in nature, or which invite the patronage of the public, including Town facilities and services, without any distinction. Discrimination or restriction on account of Sexual Orientation or Gender Identity or Expression.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.060 Housing; Discrimination prohibited.

- A. It shall be unlawful for any Pperson, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to ~~Dd~~discriminate on the account of ~~thei~~the ~~actual or perceived race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy status. Sexual Orientation or Gender Identity or Expression of a Pperson~~ in the sale, lease or rental of any Housing Facility, or to otherwise Discriminate in the terms, conditions, maintenance, improvement, or repair of any Housing Facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section, provided that the owner rents no more than two sleeping rooms within the residence.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.070 Other prohibited acts.

- A. ~~No Person shall adopt, enforce or employ any policy or requirement, sign or notice which Discriminates or indicates Discrimination in providing housing or Public Accommodations.~~
- B. ~~No Person shall Discriminate in the publication or distribution of advertising material, information or solicitation regarding housing or Public Accommodations.~~
- C. ~~No~~ It shall be unlawful for any agent, broker, labor union, employment agency or any other intermediary ~~shall to~~ Discriminate in making referrals, listings, or providing information with regard to housing or Public Accommodations.
- D. ~~No~~ It shall be unlawful for any Pperson ~~shall to~~ conspire with, require, request, assist, or coerce another Pperson to ~~Dd~~discriminate in any manner prohibited by this chapter.

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.080 Retaliation.

- A. ~~No~~It shall be unlawful for any Person ~~shall to~~ coerce, threaten, discharge, expel, blacklist, or otherwise retaliate against another Pperson for opposing any practices prohibited by this chapter, ~~or~~ making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this chapter; ~~nor shall any Person require, request, conspire with, assist, or coerce another Person to coerce, threaten, discharge, expel, blacklist or to retaliate against a Person for making a complaint or assisting in an investigation or proceeding.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

9.26.090 Discriminatory effects.

~~It shall be unlawful for any~~No Person ~~shall to~~ adopt, enforce, or employ any policy or requirement which has the effect of creating unequal opportunities for individuals to obtain Hhousing or Public Accommodations according to their actual or Pperceived~~— race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability, age, political affiliation, homelessness, and pregnancy statusSexual Orientation or Gender Identity or Expression, for an individual to obtain housing or Public Accommodations.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

9.26.120 Violation and remedy. (Repealed)

~~A. — Procedure for filing complaints.~~

- ~~1. — Any Person who claims an unlawful housing practice or an unlawful Public Accommodation practice occurred to them subject to the Town's jurisdiction under this chapter may file a complaint with the Town Manager or a designee. A complaint must be filed within 90 calendar days after an alleged violation under this chapter has occurred.~~
- ~~2. — A complaint must be in writing, made under oath or affirmation, and contain the following information:~~
 - ~~a. — The complainant's name, address, telephone number and signature;~~
 - ~~b. — The date the alleged unlawful housing practice or unlawful Public Accommodation practice occurred;~~
 - ~~c. — A statement of the facts upon which the allegation of an unlawful housing practice or unlawful Public Accommodation practice occurred;~~
 - ~~d. — The name of the alleged violator, or facts sufficient to identify such Person ("respondent"); and~~
 - ~~e. — Whether a complaint concerning this same matter has been filed with another agency and the disposition of said complaint.~~
- ~~3. — Upon receipt of the complaint, the Town Manager or a designee shall assign such complaint to a Person or entity (the "investigator") with the requisite knowledge, skills, and expertise to further investigate the complaint as herein described. Such assignment will be made at the sole discretion of the Town Manager or a designee. In the event said complaint involves Persons employed by the Town,~~

~~the investigator shall be an independent third party. In addition, any remedy provided herein is cumulative with internal disciplinary policies that may apply.~~

- ~~4. Promptly upon receipt of the complaint from the Town Manager or a designee, the investigator shall:~~
 - ~~a. Serve by certified mail with return receipt requested the respondent written notice that a complaint alleging the commission of an unlawful housing practice or unlawful Public Accommodation practice has been filed against the respondent;~~
 - ~~b. Furnish a copy of the complaint to the respondent; and~~
 - ~~c. Advise the respondent of their right to file an answer and the right to an investigation to the complaint as provided in this section, and to their procedural rights and obligations in the investigation.~~
- ~~5. Not later than 30 calendar days after the post mark date on the notice and copy of the complaint mailed to respondent, respondent may file an answer to the complaint. The answer must be in writing, made under oath or affirmation, and contain the following information:~~
 - ~~a. The respondent's name, address, telephone number, and signature of the respondent or the respondent's attorney, if any; and~~
 - ~~b. A concise statement of facts in response to the allegations in the complaint, including facts of any defense or exemption.~~
- ~~B. Investigation.~~
 - ~~1. Upon receipt of the complaint and the corresponding answer, if any, the investigator shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the respondent committed an unlawful housing practice or unlawful Public Accommodation practice.~~
 - ~~2. No investigation may commence if, after reviewing the allegations of the complaint, the investigator determines that the complaint does not come within the scope of this chapter. Upon determining that a particular complaint does not come within the scope of this chapter, the investigator shall dismiss the complaint, notify the complainant and respondent and take no further action.~~
 - ~~3. In connection with any investigation of a complaint filed under this chapter, the investigator shall seek the voluntary cooperation of any Person to:~~
 - ~~a. Obtain access to premises, records, documents, individuals, and any other possible source of information;~~
 - ~~b. Examine, record and copy necessary materials; and~~
 - ~~c. Take and record testimony or statements of any Person reasonably necessary for the furtherance of the investigation.~~
 - ~~4. The investigator may dismiss a complaint during the investigation and prior to referral to the Town Attorney if the investigator determines any of the below circumstances apply. If the complaint is dismissed pursuant to this section, the investigator shall notify the complainant and respondent in writing of the reason for the dismissal and take no further action.~~
 - ~~a. The complaint was not filed within the required time period;~~
 - ~~b. The location of the alleged unlawful housing practice or unlawful Public Accommodation practice is not within the Town's jurisdiction;~~

- ~~c. The alleged unlawful housing or unlawful Public Accommodation practice is not a violation of this chapter;~~
- ~~d. The complainant refuses to cooperate with the investigator in the investigation of the complaint;~~
- ~~e. The complainant cannot be located after the investigator has performed a reasonable search; or~~
- ~~f. The investigator determines there is no reasonable cause to believe that an unlawful housing practice or unlawful Public Accommodation practice occurred.~~

~~C. Disposition of a complaint.~~

- ~~1. Upon completion of an investigation of a complaint, if the investigator determines there is reasonable cause to believe that an unlawful housing practice or unlawful Public Accommodation practice occurred, the investigator shall either dismiss the complaint upon the complainant and respondent entering into a written conciliation agreement or refer the complaint to the Town Attorney and provide written notice of such to the complainant and respondent.~~
- ~~2. Upon the referral of a complaint to the Town Attorney, the Town Attorney shall review the complaint and determine whether to file the complaint in municipal court or to decline to pursue the matter any further and dismiss the complaint. If the Town Attorney declines to pursue the complaint, then the Town Attorney shall provide written notice of such to the complainant and respondent and inform the parties the complaint will be dismissed.~~

(Ord. _____ § _____, 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1200 § 1, 2018).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 162, 1105, 1317 § 1(Exh. A); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 162; AND SECTIONS 9.16.010, 9.16.020, AND 9.16.025 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PENALTIES FOR VIOLATIONS OF CHAPTER 9.16 ASSAULT, BATTERY, AND UNLAWFUL CONTACT OR TOUCHING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 162, 1105, 1317 § 1(Exh. A); Section 2 of Town of Jackson Ordinance No. 162, and Sections 9.16.010, 9.16.020, and 9.16.025 of the Town of Jackson Municipal Code are hereby amended and reenacted read as follows:

9.16.010 Assault.

A. It is unlawful for any person, having the present ability to do so, to attempt to cause bodily injury to another person by use of physical force.

~~A.B.~~Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 1, 1973).

9.16.020 Battery.

A. It is unlawful for any person to intentionally, knowingly, or recklessly cause bodily injury to another person by use of physical force.

~~A.B.~~Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

9.16.025 Unlawful contact or touching.

A. It is unlawful for any person to:

1. Touch another person in a rude, insolent, or angry manner without intentionally using sufficient physical force to cause bodily injury to another; or
2. Recklessly cause bodily injury to another person.

B. Any Person who violates this section shall be guilty of a misdemeanor that is punishable by a fine of not more than \$750.00, or imprisonment for not more than six months, or both.

(Ord. § , 2023); Ord. 1317 § 1(Exh. A), 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973).

...

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 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
---------	---	--	---	------------

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:	October 16, 2023	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Short-Term Rental: Repeal of Municipal Code Provisions	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to repeal the Jackson Municipal Code provisions relevant to short-term rental. This is necessary before the new short-term rental regulations recently passed by Council take effect in the Land Development Regulations on January 1, 2024.

Requested Action.

Staff requests Council review and consider the repeal ordinance presented in the attachment to this staff report.

Recommendations.

Staff recommends Council approve the repeal ordinance presented in the attachment to this staff report.

Background.

At the May 1, 2023, Town Council Meeting, Town Council approved proposed amendments to the Land Development Regulations (LDRs) for short-term rental within the Town and directed staff to prepare an Ordinance to amend the LDRs. Staff highlighted at that time that the approval and enactment of new short-term rental LDRs would require the repeal of Chapter 5.60 of the Jackson Municipal Code.

The short-term rental LDRs were approved and take effect on January 1, 2024.

Analysis & Key Policy Questions.

The ordinance attached to this staff report effectuates the repeal of Jackson Municipal Code Chapter 5.60 on December 31, 2023, which is necessary prior to the new short-term rental LDRs taking effect on January 1, 2024.

Possible Alternatives.

With the new LDRS for short-term rentals approved and taking effect January 1, 2024, repeal of these sections is the only appropriate option.

Comprehensive Plan & Priority Alignment.

This item aligns with Section 8, quality service delivery to the public.

Fiscal Impact.

The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal 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 3 hours in total researching and drafting this repeal ordinance, and 30 minutes preparing this staff report.

Attachments or Links.

- Ordinance D.
- May 1, 2023 Staff Report *Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits.*

Suggested Motion.

I move to approve Ordinance D on first reading.

ORDINANCE D

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE NO. 1092 AND JACKSON MUNICIPAL CODE SECTIONS 5.60.010 THROUGH 5.60.050, 5.60.080, AND 5.60.100; SECTION 1 OF ORDINANCE NO. 1113 AND JACKSON MUNICIPAL CODE SECTIONS 5.60.020 AND 5.60.030; SECTION 1 OF ORDINANCE NO. 1179 AND JACKSON MUNICIPAL CODE SECTIONS 5.60.010 THROUGH 5.60.050, 5.60.080, AND 5.60.100; AND SECTION 1 OF ORDINANCE NO. 1281 (PART); AND JACKSON MUNICIPAL CODE SECTIONS 5.60.010 THROUGH 5.60.050, 5.60.080, AND 5.60.100 REGARDING RESIDENTIAL SHORT-TERM RENTAL PERMITS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The following are hereby repealed:

- a. Section 1 of Ordinance No. 1092 and Jackson Municipal Code Sections 5.60.010, 5.60.020, 5.60.030, 5.60.040, 5.60.050, 5.60.080, and 5.60.100; and
- b. Section 1 of Ordinance No. 1113 and Jackson Municipal Code Sections 5.60.020 and 5.60.030; and
- c. Section 1 of Ordinance No. 1179 and Jackson Municipal Code Sections 5.60.010, 5.60.020, 5.60.030, 5.60.040, 5.60.050, 5.60.080, and 5.60.100; and
- d. Section 1 of Ordinance No. 1281 (part) and Jackson Municipal Code Sections 5.60.010, 5.60.020, 5.60.030, 5.60.040, 5.60.050, 5.60.080, and 5.60.100.

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective December 31, 2023.

PASSED 1ST READING THE _____ DAY OF _____, 2023.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, _____.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Sinclair/Paul Anthony
Agenda Item:	SUBJECT: ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits	Public Comment:	Yes

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and recommendation by the Planning Commission according to LDR Section 8.7.1. The Town Council makes the final decision on all LDR Text Amendments.

Requested Action.

As directed by the Town Council and Community Planning Director, the Town of Jackson Planning Department has drafted an LDR Text Amendment to do the following:

LDR Changes (summary):

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

Non-LDR Changes or proposals (summary):

9. Develop public communications and ensure staff working with STR applicants know that Short-term Rentals in residential zones require a business license;
10. Add special (i.e., increased) application fee structure for Short-term Rentals in residential zones (modify Fee Resolution);
11. Repeal Municipal Code Chapter 5.60. The effect will be to eliminate the existing unique STR business license requirement, thus treating STRs in residential zones like any allowed Basic Use (including hotels/motels), which require only a BUP and annual business license for a sale tax collecting business.

Please see Exhibit A for complete red-line version of proposed LDR amendments.

Recommendation.

The Community Development Director recommends **approval** of LDR Text Amendment P21-333.

Background.

A central feature of the Town's current short-term-rental rules is that homeowners in residential zones are allowed to rent their units for less than 31 days once per month (12 times per year) and that these rentals still qualify as a "residential" use. This flexibility has been allowed even though the definition of a residential use in the LDRs states that "no residential unit or portion of a residential unit may be rented such that occupancy is limited to less than 31 days. Short-term rental of less than 31 days shall be considered a lodging use..." Below is a quick history on how we got here.

- Pre-1994: Prior to 1994 the LDRs contained no reference to residential short-term rentals.
- 1994: Adoption of the community's first Comprehensive Plan and updated LDRs where the Town and County establish a Lodging Overlay that prohibits all lodging uses outside of the Lodging Overlay and Resort zone. Rental of a residential unit for less than 30 days defined as a separate, commercial use that is only allowed in these areas and in specific grandfathered developments. Enforcement was primarily complaint-driven until 2007.
- 2007: The Teton County Planning Director makes an informal interpretation that the rental of residential units outside the Lodging Overlay and Resort District for occupancy of less 30 days was allowed provided the contracted lease period was for at least 30 days. This interpretation— i.e., allowing one short-term rental every 30 days (one per month) — has been the Town's policy since.
- 2015: Town amends Municipal Code (not LDRs) to create new requirement for a short-term rental license for legal rentals inside of the Lodging Overlay.

Due to substantial confusion created by the 2007 interpretation and subsequent difficulty in enforcing that approach, the Council directed staff in 2021 to work on an amendment to the LDRs to clarify the rules for STRs in residential neighborhoods. In response, staff conducted extensive research into STR programs in Wyoming and around the country, but especially in peer resort communities with similar STR markets. Staff then met with the Planning Commission twice and the Council five times to present information and get feedback. At the last meeting with the Council on October 17, 2022, Council provided specific direction on the primary components they would like to see in a new STR program in residential zones in the Town. This proposed amendment incorporates that direction. This report will not repeat the background information provided in previous staff reports but this information is available to view upon request.

Proposed Text Amendment / Staff Analysis

LDR Changes:

1. *Define a Short-Term rental use as a rental/occupancy of less than 30 days;*
 - a. Staff Analysis: Staff recommends this change. Changing to 30 days from the current 31 days is consistent with state requirements for lodging tax purposes.
2. *Define a long-term Residential as a rental/occupancy of 30 days or more;*
 - a. Staff Analysis: Staff recommends this change. Changing to 30 days from the current 31 days is consistent with state requirements for lodging tax purposes.
3. *Limit the number of Short-term Rentals to a maximum of 3 rentals per year in the residential zones.*
 - a. Staff Analysis: Staff recommends 3 STRs per year. This will provide the best balance between allowing reasonable STR use for locals but also protecting neighbors from too much commercial STR use. Staff believes that 4 or more STRs will impose too much of a burden on the residential character that is still the primary intended character of our residential zones.

4. *Limit the total number of Short-term Rental days to 60 total rental days per year.*
 - a. Staff Analysis: Staff recommends 60 total STR rental days per year. This will provide best balance between allowing reasonable STR use for locals but also protecting neighbors from too much commercial STR use. This number is based on allowing 3 STRs per year. Without this limitation, each property would have a total of 87 days of STR use (29 days * 3 allowed lease periods). While staff is not opposed to allowing the 87 days, we understood that Council wanted the opportunity to consider a shorter total rental period so 60 days is recommended.
5. *Exempt Short-term Rentals in residential zones from housing mitigation requirements.*
 - a. Staff Analysis: Staff recommends that STRs in residential zones not be required to pay housing mitigation requirements per LDR Sec. 6.3. The reason is twofold: First, if a maximum of only 3 STRs is allowed per year, this would be far less of an impact on employee generation than a full STR that allows an unlimited number of STRs each year (e.g., 2 STRs per month would equal 24 STRs in one year). Second, applying the housing mitigation requirement to a residential STR would likely be cost prohibitive. For example, the housing mitigation fee for a 2,000 sf, 3-br house would be approximately \$70,000 under current rules (this amount could change again (increase/decrease) soon depending on outcome of Council's discussion on the updated Housing Nexus study this summer). This level of fee would likely exceed any profit gained from 3 STRs on most properties, making the program financially untenable for all but the most luxurious properties, which staff assumes is not the Council's intent.
6. *Add Short-term Rental use as a Basic Use Permit and as an Accessory Use to residential zones (NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1, OR, MHP, and R).*
 - a. Staff Analysis: Staff recommends approval of this change. This change would make it clear that STRs in residential zones are intended as an "accessory" use and not as a principal use. The limit of 3 STRs per year and 60-day limit will ensure that the use remains an accessory use.
 - i. Fees for BUP: Fees for BUPs are not located in the LDRs but in the Town's fee resolution (Res. 21-08). However, consistent with previous Council direction that the residential STR permit fees should be set to recover the full cost of staff resources needed to implement the new program and administer it annually, staff proposes the following residential STR fee structure:
 1. Initial Application Fee: BUP cost is \$500 per bedroom. Thus, for 1-br unit; \$1,000 for 2-br unit; \$1,500 for 3-br unit; and \$2,000 for 4-br unit, and so on;
 2. Annual Renewal Fee: \$500

The rationale behind the escalating fee structure for initial applications is that smaller houses require fewer staff resources from the Planning, Legal, Code Enforcement, Police, and Fire Departments to review, inspect, and enforce these permits than larger housing units. The above fees recoup the estimated costs of staff resources and provide the additional funds anticipated to be needed to purchase software to track and enforce the new STR program.

7. *Require applicant to notify neighbors within 200 ft of Short-term Rental use.*

- a. Staff Analysis: Staff recommends approval of this change. Staff finds that requiring the applicant to provide notice to neighbors, which would include the contact information of the STR owner/manager, will help to set neighborhood expectations and provide neighbors an option to register complaints about the operation of the STR.
8. *Set effective date of STR ordinance for January 1, 2024 (thus all existing STR lease agreements through January 1, 2024, will not be affected by the new STR ordinance rules).*
- a. Staff Analysis: Staff recommends approval of this change. This condition will allow existing STR contracts in residential zones to be honored through January 1, 2024. This will also provide a “grace period” for those operating under the existing STR interpretation to make adjustments and to plan for the impending implementation of the new STR rules, as well as provide staff much-needed time to get the program ready for implementation.

Non-LDR Changes or proposals:

1. Require that Short-term Rentals in residential zones to get a business license.
 - a. Operating a STR in a residential zone is considered a commercial enterprise and so requires approval of a business license like any other STR or business.
2. Repeal Municipal Code 5.60 that requires a special STR business license for STRs inside of the Lodging Overlay (LO): In 2015, the Town amended the Municipal Code (not LDRs) to require all STRs in the Lodging Overlay to get a special business license designed specifically for STRs. The intent was to require these STRs to display their individualized license number in all advertising for the unit so that the Town could more easily distinguish between these legal STRs and the illegal ones outside of the Lodging Overlay that had become a problem. However, largely because of the difficulty and confusion in enforcing the 2007 STR interpretation in residential areas, the licensing number of the legal STRs is of limited value. Furthermore, the new program now includes 200+ legal STRs and so consumes a significant amount of Planning staff’s time with little to no financial or regulatory return. Thus, our recommendation is to repeal this STR license requirement in Municipal Code Section 5.60. Doing so would not reduce any protections to the public or neighbors from STRs because each STR will still need to get a BUP from the Planning Department, a business license from the Finance Department, and undergo inspections by the Fire Department per the fire code. In short, the issue has never been STRs in the LO, the problem has been STRs outside of the LO in residential areas. Now, with this proposed amendment to better address the latter, there is no need to add additional process for STRs in the LO or treat them differently than any other allowed use (including hotels/motels) which require only a BUP and annual business license.
3. Update Town Fee Resolution (Res. 21-08) to include the new STR BUP fees (see above discussion on the fees for the STR program).

Planning Commission

The Planning Commission heard this item on March 1, 2023 and unanimously recommended approval with no conditions of approval. The Commission asked a variety of questions and provided helpful input and perspective on the proposed changes.

- 60 day limit: Some members asked about the purpose and function of the limit of 60 total days on STRs. Staff explained that the purpose would be to ensure that the three STRs remain an accessory use on the site and residential character is maintained. Staff would track this limit with information provided by the applicant, however, it could prove to be difficult to enforce.
- Annual renewal of BUP: Staff explained that the STR BUP would be required for each year and so annual renewal would be required and if a landowner failed to renew one year they would be required likely to apply as an “initial” BUP again and pay the higher fee.
- Business license: Staff clarified that landowners would be required to get a business license each year, in addition to the BUP, to legally operate the STR. The Finance Department would issue the business license.
- Neighbor notice process: There were some questions about how the neighbor notice process would work and staff clarified that the applicant (not the Town) would be required to send the notices and that staff would draft a template notice so that correct and consistent information is sent. The notice would include the contact information for the required 24/7 property manager. The Commission recommended that HOAs, if applicable, be notified as well.
- Three annual STRs: Staff was asked whether the three annual STRs would be on a rolling basis, calendar year, or some other basis. Staff responded that it would not be on a rolling basis (i.e., all STRs permits would need to be renewed on the same day but that that day is not determined yet. It could be January 1 (like business licenses) or perhaps it would be easier on all parties to do it on February 1 or even May after the winter season. The final calendar year is yet to be determined.
- Violations of permit: The Planning Commission asked whether there were penalties for noncompliance with the STR permit and suggested that there be a two-year penalty for noncompliance. The proposed changes do not currently include such a penalty, however, compliance with approved STR permits will be done according to the regular methods in the LDRs.
- Meet with STR rental companies: The Commission recommended that staff meet with local property management companies to ensure that they understand the changes and have ample opportunity to offer their practical input on how it might impact their business. See section below on Public Comment for more detail.
- Fire code and inspections: There was general discussion about how fire codes and inspections would apply to STRs in residential structures. While the Fire Department determines the level and frequency of inspections, it is staff’s understanding from speaking to Fire Chief Jellie that his department would like to inspect each STR unit on its initial approval and then might not need to inspect again for a couple or more years, using self-inspection checklists in the intervening years (something we do now). The inspection would likely be to confirm that STRs have basic residential-level safety equipment, such as smoke detectors, fire extinguishers, posted exit plans, etc.
- Master leases: A question was asked about whether master leases that allow sub-tenants to stay for less than 30 days (e.g., visiting nurses) would require a STR permit. Staff responded that such lease arrangements are not technically STRs because the master lease term is for 30 days or longer. However, we do acknowledge that these types of master leases seem like loophole of sorts to the short-term rental rules, at least from the perspective of a neighbor.

Public Comment

No written comment has been received by the Planning Department as part of this red-line amendment process. Previous comments have already been received and reviewed by the Town.

However, in response to the Planning Commission's recommendation for staff to meet with local property management companies involved in STRs, staff held a conference call on March 29, 2023, with representatives of the following companies: The Clear Creek Group; C & C Home Services; Abode Luxury Rentals; Outpost; and Rocky Mountain Rentals. Collectively, many of these companies have formed the Jackson Hole Lodging Association. Staff had a productive conversation and it appeared that most participants were in general support of the proposed changes with the one exception that some representatives stated that they would like to see four or five STRs per year instead of the proposed three. Some also expressed concern about and/or opposition to the 60-day limitation and preferred to allow each STR to be up to the 29-day maximum as allowed by the LDRs. More detailed written comments are attached to this staff report.

Comprehensive Plan & Priority Alignment.

Policy 3.2.c: Limit lodging to defined areas

Lodging and short-term rental use will continue to be limited to areas within a Lodging Overlay and existing Planned Resort in Town, and the existing County Planned Resorts and Planned Unit Developments where it is entitled. The potential for lodging and short-term rental development is important to the community's tourism economy, but it is not appropriate throughout the Town and County. Concentration of lodging locates short-term accommodations in areas where guests can access visitor-oriented amenities without a vehicle, while protecting the remainder of the community's residential, locally-oriented, and Rural Areas from expansion of tourist-related amenities.

Policy 4.2.e: Maintain lodging as a key component in the downtown

A key element of the 1994 Comprehensive Plan was the establishment of the Lodging Overlay District. The purpose of the overlay was to concentrate lodging into the downtown core, where guests can access tourist-orientated amenities without a vehicle. In addition, the overlay was intended to protect the remainder of the community from expansion and sprawl resulting from tourist and lodging amenities. The community continues to support the original intent of the overlay. Expanding on the goals of the 1994 Plan, this Plan supports the provision of a variety of year-round lodging types that encourage active management for nightly year-round occupancy.

Principle 4.3—Develop desirable residential neighborhoods

A primary goal of the community is to enhance the character and integrity of Complete Neighborhoods in the Town and County. Town residential neighborhoods will be defined as either "Stable" or "Transitional," Subareas based upon their existing and desired future character. An important goal is to maintain or reestablish a strong sense of ownership by all residents of their neighborhood. The specific designation for each neighborhood and the desired future character is defined in the Illustration of Our Vision chapter.

Staff Factors

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

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

Complies. One of the primary purposes of the LDRs is to implement the community's goals in the Comprehensive Plan for protecting community character in both our commercial and residential areas. The Town's zone districts, more particularly, are crafted to specify the amount, type, and location of development to best balance the community's goals for development and to create transparent and

enforceable regulations. The proposed amendment is consistent with this goal by clarifying the rules for Short-term Rentals that have been very confusing in residential neighborhoods.

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

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

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

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

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

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

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

Not Applicable per Wyoming State statute.

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

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

FISCAL IMPACT:

The intent is to have new application fees for STRs offset the Town's cost of implementing and administering the new program long term. The fees should cover the cost of staff time and other resources in the Planning, Legal, Code Enforcement, Police and Fire Departments, thus the fiscal impact to the Town should be neutral. Staff recommends updating the Town's fee resolution consistent with the new fees.

STAFF IMPACT:

Staff has spent approximately 300 hours to complete research on this topic and prepare this staff report. If this amendment is adopted, staff time from all relevant Town Departments and the Fire Department is estimated to

be approximately 500 hours. This approximation recognizes the reality that it is difficult to predict with precision how many hours staff will spend on implementing a new program, including enforcement, inspections, and other unknown time requirements.

ATTACHMENTS OR LINKS

Planning Commission 3/1/23 Minutes

SUGGESTED MOTION

I move to **approve** text amendment P21-333 related to Short-term Rentals in residential zones, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in this staff report dated May 1, 2023, and direct staff to prepare the required Ordinances for consideration at first reading at a future meeting.

EXHIBIT A: Proposed LDR Amendments for Short-term Rentals (P21-333)

1. Amend LDR Section 6.1.4.A.1 Definition as follows:

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

2. Amend LDR Section 6.1.4.A.2. Standards [standards for Residential Uses] as follows:

*a. No residential unit or portion of a residential unit may be rented such that occupancy by the lessee is limited to less than **30 consecutive** ~~31~~ days **unless approved for Short-term Rental use**. Short-term rental of less than **30** ~~31~~ **consecutive** days shall be considered a lodging use subject to the standards of Sec. 6.1.5. A time-share condominium is considered a residential use as long as the ownership intervals are **more than 30** ~~31~~ **consecutive** days ~~or longer~~. Any ownership intervals of less duration shall be considered a lodging use.*

3. Amend LDR Section 6.1.5.A.1 [definition of Lodging Uses] as follows:

*1. Definition. A lodging use is a sleeping unit or residential unit, **or portion of a residential unit**, rented such that occupancy is limited to less than **30 consecutive** ~~31~~ days.*

4. Amend LDR Section 6.1.5.C.1 [definition of Short-term Rental Unit] as follows:

*1. Definition. Short-term rental means the rental of all or a portion of a residential unit such that occupancy is limited to less than **30 consecutive** ~~31~~ days.*

5. Amend LDR Section 6.1.5.C.2.a & b [standards for Short-term Rental Unit] as follows:

2. Standards

- a. No residential unit or portion of a residential unit may be rented so as to limit occupancy to less than **30 consecutive** ~~31~~ days unless permitted for short-term rental.

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

- b. Developments that have been approved for short-term rental use of less than **30 consecutive** ~~31~~ days prior to November 9, 1994, will be allowed to continue such rental use in accordance with Div. 1.9. or in accordance with the PUD approval, whichever is applicable.
- c. A short-term rental unit shall be subject to the stricter of the two standards when residential and nonresidential standards ~~would~~ **both** apply.

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

- d. Short-term Rental use in residential zone districts NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones is limited to a maximum of 3 separate rentals per calendar year for a maximum of 60 total rental days.
 - e. Short-term Rental use in the NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones shall require notification of neighbors, including any HOA governing the applicant's property, according to the requirements of Sec. 8.2.14.C.2. prior to approval of the BUP. Notice shall be done by applicant and shall contain the contact information, including phone number and email address, of person(s) designated to be responsible to address all questions and complaints on a 24-hour basis about the operation of the Short-term Rental.
 - f. A business license shall be approved either prior to or concurrent with issuance of BUP.
 - g. All BUPs for a Short-term Rental use expire on December 31 of each calendar year.
6. Add "Short-term Rental Unit" use as a Basic Use Permit (BUP) in each residential zone as an Accessory Use as shown below (NL-1 through NL-5, NM-1, NM-2, NH-1, OR, and R); NOTE: STR use would not be added to the following zones; CR-3, BP; TS-1; P; or P/SP which are located outside of the Lodging Overlay.

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

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

Add: "Short-term Rental Unit" as BUP in each residential zone as an Accessory Use

7. Housing Mitigation: Staff recommends that STRs in residential zones be exempted from the housing mitigation requirements in Sec. 6.3.2.C (i.e., add a new 6.3.2.C.14).

C. Exemptions: The following are exempt from the standards of this Division.

14. Short-Term Rental use in the following residential zones: NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1, MHP, OR, and R.

**MINUTES
PLANNING AND ZONING COMMISSION
TOWN OF JACKSON, WYOMING
March 1, 2023**

The meeting of the Planning and Zoning Commission was called to order at 5:30 p.m. on 03/01/2023, via ZOOM and in Town Hall Chambers.

ROLL CALL:

 x Anne Schuler x Wendy Martinez, Katie Wilson, x Abby Petri, x Christie Schutt(arrived at 5:40pm)

 x Thomas Smits

STAFF: Paul Anthony

MATTERS FROM THE PUBLIC: None

APPROVAL OF February 15, 2023 MINUTES: A motion was made by: Petri & seconded by: Smits

Motion approved by a 4 to 0 vote

OLD BUSINESS: None

PLANNING COMMISSION

ITEM P23-015: 12455 S. River Bend Rd. – PUD Amendment (Teton County)- Continued to March 15, 2023 Planning Commission Meeting.

STAFF PRESENTATION:

QUESTIONS FOR STAFF:

APPLICANT PRESENTATION:

QUESTIONS FOR THE APPLICANT:

PUBLIC COMMENT:

COMMISSION DISCUSSION:

Motion: I move to **continue** P23-015 to the March 15, 2023 Planning Commission Meeting.

A motion was made by: Petri & seconded by: Martinez

Motion approved by a 4 to 0 vote

ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits

STAFF PRESENTATION: Paul Anthony

QUESTIONS FOR STAFF: The number of days is limited to 60 and the number of times is 3 per year, so that could be 3 months in a row, or spread throughout the year. Previously, the 31 day lease but only occupied part of that time, the owner couldn't occupy the unit until the lease was up. Now that's not the situation.

Do BUP's need to be submitted every year? Should they get a BUP per rental, so up to 3 per year? Staff responded that the annual BUP would help to track and enforce the 3 rentals per year. The staff needed to review and enforce the BUPs would shift from the STR licenses currently in the lodging overlay, to processing these permits.

There was a question about how the Special Event permit might apply to STRs. Staff responded that Special Event licenses are issued by the Finance Department not the Planning Department and they are for events on public property.

A question was asked about the neighbor noticing process. Staff responded that neighbor notices would be required for each STR permit within 200' of the STR property. The notice would likely include basic but helpful information, such as the name and contact information for the manager/operator of the STR, dates of intended STRs if known, and contact information for making a complaint if necessary. Some Commissioners followed up by asking whether the notice could also include the number of occupants of the STRs and parking information. Staff responded that SRE occupancy limits would match the LDR rules and that adequate parking would be reviewed as part of the BUP application.

Would the 3 rentals be per calendar year? Or a rolling basis? Staff responded that the 3 rentals would be on an annual basis but that it might not necessarily be the calendar year (Jan. 1 Dec. 31). Due to staff needs and holiday complications, it might make sense to have the permit year run from February 1 or March 1.

Fee structure – this is outside of the lodging overlay. Staff shared the proposed fee structure with the Commission and responded that the fees would be higher for residential STR than commercial STRs because the amount of work to administer the program is anticipated to be much higher.

The Commission asked whether the STRs would pay lodging taxes. Staff responded in the affirmative, thus each STR will need a Wyoming state sales tax number and will be operating as a business and remitting lodging and sales tax.

Do licenses lapse if they don't renew? Do they need to pay the initial BUP fees if they don't renew on time? Staff responded with a general discussion on how permits might lapse if not renewed for a year or two by the applicant. While staff still needs to work this out, applicant will be required to reapply as a new applicant with the higher fees if they fail to renew their permit for a certain number of years.

Should those that violate the regulations and rent without a license be prevented from applying for a license for a certain amount of time? 2 years recommended.

Staff discussed the limitations on the Fire Code and requirements for residential vs. commercial units and how there are still some remaining questions on how the Fire Department plans to address inspections for residential STRs.

Some Commissioners noted that HOA's can restrict short-term rentals. They recommended that HOAs should be noticed too, since they would get neighbor complaints.

Suggested meeting with the management companies as they will handle the majority of the rentals.

Question on master leases – such as for the hospital and traveling nurses/doctors. Wouldn't this be a loophole for owners to just say they have a master lease? Staff responded that such master lease arrangements that allow short duration stays may, in fact, be a loophole to the STR occupancy rules and that it's something that can be looked at.

PUBLIC COMMENT: Chelsea Beets – Clear Creek Group, the property managers are willing to have discussions regarding the changes. They would love to see about 5 rentals per year vs 3.

COMMISSION DISCUSSION: Discussed notifications for neighbors on projected or actual rental dates, when will the notices happen, and how will the notices go out? Online, e-mail, mail?

Motion: I move to recommend **approval** to the Town Council of the proposed text amendment P21-333, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the March 1, 2023, staff report.

A motion was made by: Schutt & seconded by: Petri

Motion approved by a 5 to 0 vote

MATTERS FROM COMMISSION: Request changing the agenda to 8:00 pm when remaining items

on the agenda will be evaluated for continuing or moving to the next meeting.

MATTERS FROM STAFF: There will be interviews upcoming for the open Planning Commission seat. Additionally, there are terms that are ending soon.

Adjourn: A motion was made by: Martinez & seconded by: Schutt

Motion approved by a 5 to 0 vote at 7:20 pm.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: October 16, 2023

RE: Town Manager's Report

Town Staffing and Employee Housing Update

The Town will be conducting an additional recruitment on October 19 and 20 to fill additional Police Officer vacancies in the department. As of the writing of this staff report, we have 1 Police Officer candidate currently in background and 4 Police Officer vacancies for which we are recruiting.

We have been more successful this year than in recent years recruiting to fill our winter Transit Operator positions due to our updated salaries from the Class and Comp Study and also due to our increased signing bonus that encompasses \$1000/mo to assist with housing costs. We continue to communicate with confirmed candidates to ensure they follow through on working this winter and that the housing arrangements will work for them. We are becoming more confident as time passes that we may be able to meet our Transit winter staffing needs.

We are redoubling efforts to explore additional affordable primary leased units in Jackson and surrounding communities to assist with recruitment for year-round full time staffers. You may see some ads in the newspaper in the coming weeks looking to secure more primary leased units for incoming staff. The current status of active vacancies and housing needs are identified below.

Vacancies as of October 5, 2023						
	FTE	Position	Dept	Status	Housing	Units Needed Flexible Location
1	1.0	Police Officer (Slot #7)	Police	Resignation Forthcoming	No Housing Identified	1
2	1.0	Police Officer (Slot #10)	Police	Currently Under Recruitment	2BR Primary Leased Unit (Victor)	
3	1.0	Police Officer for Corporal (Slot #11)	Police	Currently Under Recruitment	1BR Primary Leased Unit (130 Kelly Ave)	
4	1.0	Police Officer (Slot #13)	Police	Currently in Background	WSK Partial Studio Unit 17 (April 2024)	
5	1.0	Police Officer (Slot #42)	Police	Currently Under Recruitment	145 Hansen 1BR House	
6	1.0	Police Systems Administrator (Slot #49)	Police	Currently Under Recruitment	No Housing Identified	1
7	0.5	Police Administrative Coordinator Part Time	Police	Currently in Background	Not Eligible for Housing	
8	1.0	Street Operator/Meter Reader (Slot #22)	Public	Currently Under Recruitment	No Housing Identified	1
9	1.0	Street Operator/Utility Locator (Slot #21)	Public	Currently Under Recruitment	No Housing Identified	1
10	1.0	Principal/Senior Planner (Slot #11)	Plannin	Interview Scheduled	No Housing Identified	1
	9.50					5

Childcare Update for Si Ferrin

Last week Jennifer Wolf with Sweet Spirits Childcare signed the lease and service agreement to utilize the Si Ferrin building to provide childcare with placement rights for Town employees and other Town affiliated groups. Wolf still needs to work through a checklist with the Department

of Family Services and put up a fence, but this is a major step forward. Staff at Si Ferrin will vacate the east side of the building by October 13 to allow Sweet Spirits to occupy that side on October 16. Staff will relocate to the garden level space at the Geittmann Larson Swift building by November 9 to allow Sweet Spirits to occupy the full first floor of Si Ferrin on November 13. Staff is currently preparing information to distribute to Town employees and other eligible Town affiliated groups regarding childcare.

Council Packet Publishing on Monday Holidays

There are six dates in 2024 when the packet publishing day falls on a holiday. On these dates, the packet will be published to the Council and the public on *Tuesday*. Those updated packet publishing dates are shown in the table below.

Packet Publishing Due to Monday Holidays in 2024			
Council Meeting Date	Original Packet Publishing Date (Monday)	Holiday	Revised Packet Publishing Date (Tuesday)
8-Jan-24	1-Jan-24	New Year's Day	2-Jan-24
22-Jan-24	15-Jan-24	MLK Jr./WY Equality Day	16-Jan-24
26-Feb-24	19-Feb-24	President's Day	20-Feb-24
3-Jun-24	27-May-24	Memorial Day	28-May-24
9-Sep-24	2-Sep-24	Labor Day	3-Sep-24
18-Nov-24	11-Nov-24	Veteran's Day	12-Nov-24