

Regular Town Council Meeting

November 6, 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/89427937803?pwd=cTQ4S0dPZ0hMSldYK1RvV2RjZE5rQT09>

If the link does not work, join at zoom.com with Webinar ID **894 2793 7803** Password: **83001**

or join by phone **+1 669 444 9171** with Webinar ID **894 2793 7803** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. National Apprenticeship Week
 - 2. Introductions of William Thornsley, Riley Williams, and Casey Holden

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 16, 2023 Regular Town Council Workshop
 - 2. October 16, 2023 Regular Town Council Meeting
- B. Disbursements
- C. September Municipal Court Report
- D. Temporary Sign Permit for Laff Staff (P23-166) (Paul Anthony)
- E. Temporary Sign Permit for Tribe JH Church Services (P23-174) (Paul Anthony)
- F. Jackson Hole Classical Academy Amended and Restated Connection and Use Agreement (E23-0276) (Brian Lenz)
- G. Award Procurement of a New Information Technology (IT) Vehicle (Johnny Ziem)
- H. Award Procurement of New Police Department SUVs (Johnny Ziem)

Please note that at any point during the meeting, the Mayor 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.

- I. 915 Maple Way Bike Lane and Public Access Easement (Brian Schilling)
- J. Temporary Construction Easement for 180 E. Deloney Sidewalk (E23-0321) (Brian Lenz)

V. 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 (Second Reading, Roxanne Robinson)
- C. Ordinances A-C, Ordinances Adding Bias Crimes, Amending Discrimination in Housing and Public Accommodations and Regarding Penalties for Assault, Battery, and Unlawful Contact (Second Reading, Lea Colasuonno)
 - 1. Ordinance A: An Ordinance Adding a Bias Crime Provision to the Municipal Code
 - 2. Ordinance B: An Ordinance Amending Discrimination in Housing and Public Accommodations
 - 3. Ordinance C: An Ordinance Regarding Penalties for Assault, Battery, and Unlawful Contact
- D. Ordinance D: An Ordinance Repealing Short-Term Rental Provisions from the Municipal Code (Second Reading, Lea Colasuonno)
- E. Ordinance E: An Ordinance Amending Water and Sewer Rates (First Reading, Johnny Ziem)

VI. MATTERS FROM MAYOR AND COUNCIL

- A. Design Review Committee Appointments/Reappointments (Lynsey Lenamond)
- B. Joint Funding Committee Update

VII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

VIII. ADJOURN

Please note that at any point during the meeting, the Mayor 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.

PROCLAMATION
DECLARING NOVEMBER 13- 19, 2023 NATIONAL APPRENTICESHIP WEEK

WHEREAS, National Apprenticeship Week is celebrating its 8th anniversary of raising awareness of the vital role apprenticeships provide in creating a qualified and highly-skilled workforce in diverse industries in Jackson, WY and across the nation; and

WHEREAS, the advancement and well-being of the United States of America depends upon the continued development of skilled workers in their chosen fields; and

WHEREAS, there are more job openings than job seekers in the United States, and the expansion of apprenticeship will help bridge the skills gap to fill these jobs; and

WHEREAS, Jackson, WY recognizes that robust apprenticeship programs provide tangible value to both job creators and apprentices, with the potential to increase productivity, improve diversity and inclusion, and reduce recruitment and training costs while providing a pathway to prosperous careers for job seekers.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, WY, do hereby declare November 13-19, 2023, as National Apprenticeship Week in the Town of Jackson, WY.

DATED THIS 6th DAY OF NOVEMBER, 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

Riley Williams
Police Officer

Riley Williams is a 21-year-old Michigan native who will graduate with his Psychology degree from Michigan State at the end of this fall semester. He grew up in North Carolina and Northern Michigan and enjoys outdoor activities. He is excited to become a part of this community and eager to learn from the Jackson Police Department.

Bill Thornsley
Street Operator

Bill Thornsley is the newest member of Jackson's street division in the Public Works Department. He comes to us from Circleville, a small town just outside of Columbus Ohio. After learning to operate heavy equipment Bill went on to work in many different fields including towing, construction and for the last 11 years he has been in the trash and recycling industry. Bill has a love for hiking, camping and the cold weather. He is excited to join the community as he plans on spending many years in Jackson.

Casey Holden
Planning Coordinator

Casey Holden is joining the Town's Planning Department as the new planning coordinator. Casey has spent the last 25 years teaching high school math and looks forward to this new role with the Town of Jackson. She is relocating from Texas with her husband, Shawn, who recently joined the water department. She adores her two grown children, Jase and Jenna, and her two grandsons, Xander and Baker. She also loves to spend her free time cooking and reading.

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

OCTOBER 16, 2023

JACKSON, WYOMING

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

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, and Jim Rooks. Jonathan Schechter joined at 1:39pm. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Paul Anthony, Russ Ruschill, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Water and Sewer Rate Amendments. Johnny Ziem, Lea Colasuonno, and Brian Lenz made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve a commencement date for the Town of Jackson new utility rate structure on January 1, 2024, and direct staff to present an ordinance for first reading at a future Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Censure Policy. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to present appropriate ordinance(s) and additions to the Council Rules and Procedures for censure at a future Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 3:00pm and reconvened at 3:09pm.

Quarterly Budget Check-In. Tyler Sinclair and Kelly Thomson made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Stormwater Management Program Status Update. Floren Poliseo made staff comment. Aaron Murray and Heather Williams made comment on behalf of the consultant. 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 proposed Stormwater Management Program Vision Statement and Goals and direct staff to bring policy questions related to the project back to Council at a future meeting. A friendly amendment was made by Jim Rooks and approved by Arne Jorgensen to approve the proposed Stormwater Management Program Vision Statement and Goals *as discussed today* and direct staff to bring policy questions related to the project back to Council at a future meeting. Mayor Morton Levinson called for the vote on the amended motion. The vote showed 3-1 with Mayor Morton Levinson, Arne Jorgensen, and Jim Rooks in favor and Jonathan Schechter opposed. The motion carried.

Matters from Mayor and Council. Matters from the Mayor and Council, if any, will be discussed during the regular evening meeting.

Council Priorities and Upcoming Agendas. Council priorities and upcoming agendas will be discussed during the regular evening meeting.

Adjourn to Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned to executive session at 4:39p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 16, 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 Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Carl Pelletier, Kelly Thompson, Brian Lenz, Russ Ruschill, Paul Anthony, Charlotte Frei, Susan Scarlata, and Riley Taylor.

Council recited the Pledge of Allegiance. Council provided a moment of silence for Hank Phibbs. Mayor Morton Levinson recited the Land Acknowledgement, then announced Bob Lenz as Honorary WAM Board Member. Mayor Morton Levinson introduced Bailey Williams and Liam Fowler, both new Police Officers for the Town of Jackson.

Public Comment. There was no public comment.

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

A. **Meeting Minutes.** To approve meeting minutes from the October 2, 2023 Special Town Council Meeting and Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE EQUIPMENT & SUPPLY \$3,113.88; ACE HARDWARE \$986.33; AFLAC \$2,399.87; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$107,484.43; AMAZON \$1,890.42; ANDERS GLASS AND TINT \$840.00; APPLE INC \$1,574.00; AT&T \$1,389.82; BARTHOLOMEW, COLE \$1,500.00; BIG R RANCH & HOME \$627.90; BISON LUMBER \$797.54; BLUE SPRUCE CLEANERS, INC \$222.35; BOBCAT OF ROCK SPRINGS \$965.92; BRISTOL, JAMES \$44.00; BURKHOLDER, SHAWN \$1,942.50; CAMBRIDGE SYSTEMATICS, INC \$3,656.70; CARQUEST AUTO PARTS INC. \$860.71; CASELLE INC. \$1,867.00; CENTURYLINK \$2,262.53; CLIMB WYOMING \$1,531.25; COLORADO DOORWAYS INC \$1,268.94; COMMUNITY ENTRY SERVICES \$45,000.00; COMMUNITY SAFETY NETWORK \$17,500.00; CONRAD & BISCHOFF INC. \$40,270.55; COOMBS, CARRIE KAUSLICK \$5,000.00; CORE & MAIN LP \$40,764.65; CREATIVE ENERGIES, LLC \$2,688.00; DAUS, MICHAEL \$6,000.00; DAWSON INFRASTRUCTURE SOLUTIONS \$2,296.12; DELTA DENTAL PLAN OF WYOMING \$8,017.86; DICK ANDERSON CONSTRUCTION \$1,160,055.25; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$330.00; E.R. OFFICE EXPRESS \$407.75; ENCLOSURE SURVEYING \$2,969.50; ENERGY LABORATORIES INC. \$856.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$38,283.00; EVANS, SARA \$300.00; FC EXCAVATION, LLC \$2,000.00; FIRE SERVICES OF IDAHO \$4,703.25; FISHPAUGH, KELLIE \$345.28; FLEETPRIDE \$445.44; GE SOFTWARE \$80.00; GILLIG LLC - \$1,173.41; GLOBAL INDUSTRIAL \$517.74; GROSSENBACHER BROS, INC \$448.00; HD FOWLER COMPANY \$4,447.07; HIGH COUNTRY LINEN \$1,045.01; HOLE FOOD RESCUE \$6,250.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$5,196.00; IMMIGRANT HOPE \$2,000.00; INTERSTATE BATTERY \$1,029.70; INTERWEST SUPPLY COMPANY \$2,665.80; JACKSON CURBSIDE INC. \$1,530.00; JACKSON GROUP LOCKBOX \$2,213.22; JACKSON HOLE CHILDRENS MUSEUM \$5,000.00; JACKSON HOLE CLIMATE ACTION COLLECTIVE \$2,500.00; JACKSON HOLE HISTORICAL SOCIETY \$7,812.50; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$1,033.06; JACKSON LUMBER INC \$686.70; JACKSON PAINT AND GLASS, INC. \$4,107.06; JAMF SOFTWARE, LLC \$3,673.80; JH2O WATER CONDITIONING & FILTRATION \$97.50; JME ELLSWORTH \$423.93; JORGENSEN ASSOCIATES, PC \$75,415.34; KENWORTH SALES COMPANY DEPT #1 \$299.05; LANGUAGE TESTING INTERNATIONAL, INC \$41.00; LOCAL GOV'T LIABILITY POOL \$1,000.00; LOWER VALLEY ENERGY INC \$33,606.88; MARKMAN, JASON \$1,995.00; MELCER, STEPHEN \$1,000.00; MENTAL HEALTH & RECOVERY SERVICES \$90,500.00; METADOME, LLC \$6,751.00; METROQUIP INC \$1,067.16; MICROSOFT \$3,300.00; NAPA AUTO PARTS INC. \$553.84; NELSON ENGINEERING \$1,217.00; OPS STRATEGIES, LLC \$5,425.00; OPTOLASH \$110.00; OTIS ELEVATOR COMPANY \$11,941.22; PARK, JO ELLEN \$714.36; PREMIER TRUCK- SALT LAKE CITY \$687.27; PRICE, MARY KATHERINE \$75.00; RED'S AUTO GLASS, INC. \$840.00; SCHOW'S TRUCK CENTER \$151.92; SCHWARTZ, ANDY \$4,167.00; SHERVIN'S INDEPENDENT OIL \$59.97; SHERWIN-WILLIAMS CO. \$109.15; SIGN IT NOW INC \$1,948.37; SILVERSTAR \$3,566.15; SMITH

PSYCHOLOGICAL SERVICES \$400.00; SNAKE RIVER ROASTING \$168.35; SNAKE RIVER SUPPLY, LLC \$300,000.00; SNOW KING MOUNTAIN RESORT LLC \$2,500.00; SOSA'S JANITORIAL SERVICE \$5,760.00; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; STANDARD INSURANCE COMPANY \$9,566.45; STINKY PRINTS, INC \$119.88; STONE, KIRK \$2,940.00; SUBURBAN PROPANE \$170.42; TETON COUNTY CLERK \$983,353.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$415.80; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY SPECIAL FIRE FUND \$52.88; TETON COUNTY-FUND 10 \$201,086.28; TETON COUNTY-FUND 19 \$68,343.06; TETON LITERACY CENTER \$6,700.00; TETON MOTORS INC \$31,497.11; TETON MOUNTAIN RANCH \$1,900.00; TETON RENTAL CENTER \$60.75; TETON TRASH REMOVAL, INC. \$103.00; THE AFTERMARKET PARTS COMPANY, LLC \$3,600.02; THE CHILDREN'S LEARNING CENTER \$75,645.50; THE CONNOR E FIELD TRUST \$2,575.00; THOMPSON LOGGING, INC \$4,040.00; THOMSON WEST \$920.94; TMSC LLC \$1,700.00; TRC FABRICATION, LLC \$20,761.00; TREINEN, KEVIN \$740.00; UCM DIGITAL HEALTH, INC \$851.50; USA BLUE BOOK \$147.73; VALLEY OFFICE SYSTEMS \$532.86; VALLEY WEST ENGINEERING, PC \$2,520.00; VANDE KIEFT, MARY \$1,800.00; VERSARE SOLUTIONS, LLC \$12,712.40; VICTOR VILLAGE, LLC \$1,560.00; VISA \$2,000.00; VISION SERVICE PLAN - (WY) \$1,805.76; VOICES JACKSON HOLE \$3,750.00; WAVERLY WEST LLC \$11,000.00; WEST COAST CODE CONSULTANTS \$11,675.00; WESTERN STATE \$2,029.54; WESTWOOD CURTIS \$260,781.01; WILMA D SORSBY TRUST \$3,150.00; WILSON HARDWARE \$324.99; WILSON, JOHN \$2,200.00; WY WORKERS' SAFETY & COMP \$19,184.89; WYDOT \$22.00; WYOMING LAW ENFORCEMENT \$120.00; WYOMING RETIREMENT SYSTEM \$165,594.04; WYOMING WATER QUALITY & POLLUTION CONTR \$242.00; WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$4,170.00

- C. **Temporary Sign Permit for CWC Semester Enrollment (P23-146).** 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.

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.

Town Attorney Contract. Council held discussion. There was no public comment. A motion was made by Mayor Morton Levinson and seconded by Jonathan Schechter to approve the Employment Agreement Between the Town of Jackson and Lea Colasuonno as presented in the attachment to this staff report, with the adjustment of a salary of \$230,000 per year, and authorize the Mayor to execute it.

Well Easement Agreement Between the Town of Jackson and JHHR Holdings I. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Bike-Sharing and Car-sharing Programs Request for Proposals. Charlotte Frei and Tyler Sinclair made staff comment. Council held discussion with staff. Katherine Dawson made public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to continue the bike-sharing and car-sharing request for proposals item to a date uncertain. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

2023 Rodeo Report and 2024 Rodeo Dates. Roxanne Robinson made staff comment. Council held discussion with staff. Bill Wilson made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the 2024 rodeo schedule as presented and to accept the 2023 Rodeo End of Season Report as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 23-20: A Resolution Amending the Free Schedule. Kelly Thompson made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Resolution 23-20, rescinding all previous fee schedules and adopting the Town of Jackson Fee Schedule. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 23-21: FY24 Budget Amendment #1. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Resolution 23-21 adopting amendments to the fiscal year 2024 budget as follows:

- Town proposed amendments as presented
- Capital project budget rollover as presented
- Joint Department/Division County Compensation Study adjustments in the amount of \$350,000.

Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 7:50pm and reconvened at 7:57pm.

Ordinances. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. 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 Sinclair, Tyler Valentine, Paul Anthony, and Lea Colasuonno made staff comment. Council held discussion. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to continue second reading of Ordinance W to the next available meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance Z. An Ordinance Repealing Noise from the Special Events Section in the Municipal Code.

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:

Roxanne Robinson made staff comment. There was no public comment. Council held discussion. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance Z on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance A. An Ordinance Adding a Bias Crime Provision to the Municipal Code.

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:

Ordinance B. An Ordinance Amending Discrimination in Housing and Public Accommodations.

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:

Ordinance C. An Ordinance An Ordinance Regarding Penalties for Assault, Battery, and Unlawful Contact.

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:

Lea Colasuonno made staff comment. Jason Fritz, Sara Burlingame, and Jessica Jaubert made public comment. Council held discussion. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinances A, B and C on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance D. An Ordinance Repealing Short-Term Rental Provisions from the Municipal Code.

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:

There was no public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance D on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Joint Funding Committee Update. Arne Jorgensen and Jim Rooks provided an update from their brief weekly meeting. Individual Joint Department updates are still upcoming.

Other Matters from Mayor and Council. Next Tuesday the 24th Council and staff are invited to the Mending Relationships session with Cherokee Brown. Jonathan Schechter will be giving a presentation on his independent survey next Tuesday the 24th. Jim Rooks will be attending the Mountain Towns 2030 event later this week.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on Town staffing and employee housing, childcare, and packet publishing dates. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:56 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: October 25, 2023

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
51	ACE HARDWARE	842580	pUNCH PIN	09/29/2023	25.98	.00	
51	ACE HARDWARE	842614	varnish	09/29/2023	79.98	.00	
51	ACE HARDWARE	842920	tape joint,screw dry,tape mesth,tol	10/03/2023	95.43	.00	
51	ACE HARDWARE	843042	Sandscreen,hand sander	10/03/2023	56.46	.00	
51	ACE HARDWARE	843044	spackling flex tap drill bit	10/03/2023	35.97	.00	
51	ACE HARDWARE	843121	arobor	10/04/2023	34.99	.00	
51	ACE HARDWARE	843123	Screwdriver,shock,impact power b	10/04/2023	14.47	.00	
51	ACE HARDWARE	843200	Steelwool	10/04/2023	61.93	.00	
51	ACE HARDWARE	843405	tap carded turnbuckle	10/06/2023	21.13	.00	
51	ACE HARDWARE	843579	joint cement	10/07/2023	26.99	.00	
51	ACE HARDWARE	843591	JOINT CEMENT,aluminum hawk, l	10/08/2023	116.94	.00	
51	ACE HARDWARE	843648	caulk,tape,bead corner drywall	10/09/2023	43.43	.00	
51	ACE HARDWARE	843658	drop cloth	10/09/2023	14.98	.00	
51	ACE HARDWARE	843789	caulk white	10/10/2023	11.48	.00	
51	ACE HARDWARE	843802	clamo and bit pilot	10/10/2023	47.90	.00	
51	ACE HARDWARE	843829	pilot dril bit	10/10/2023	83.94	.00	
51	ACE HARDWARE	844084	turn buckle	10/12/2023	10.98	.00	
51	ACE HARDWARE	844120	pad lock	10/12/2023	21.99	.00	
51	ACE HARDWARE	844207	lube anti seize,batterys	10/13/2023	41.75	.00	
51	ACE HARDWARE	844218	green masking paper, brown bags	10/13/2023	39.46	.00	
51	ACE HARDWARE	844247	heater fan ceramics	10/13/2023	72.97	.00	
51	ACE HARDWARE	844277	rod hr stol plain	10/13/2023	9.99	.00	
51	ACE HARDWARE	844525	libman tornado twist,sandscreen,s	10/16/2023	41.96	.00	
Total 51:					1,011.10	.00	
6861	ADVANCED NETWORK MANAG	BD0055326	ROM68A	06/29/2023	17,875.00	.00	
6861	ADVANCED NETWORK MANAG	BD0059140	ARUBA 3810M MODULE AND X3	10/12/2023	2,255.82	.00	
Total 6861:					20,130.82	.00	
7343	AFFORDABLE ROAD AND DRIV	915 PAY APP #	PAY APP #1	10/11/2023	182,450.35	.00	
Total 7343:					182,450.35	.00	
2269	AFLAC	20437	ACCOUNT #y9599	10/25/2023	2,399.87	2,399.87	10/25/2023
Total 2269:					2,399.87	2,399.87	
88	AIRGAS INTERMOUNTAIN INC.	9142761601	pp raparound	10/03/2023	38.96	.00	
Total 88:					38.96	.00	
6686	Allegiance Benefit Plan Manage, I	100523	claims 10.02.23	10/05/2023	27,282.76	27,282.76	10/11/2023
Total 6686:					27,282.76	27,282.76	
6563	ALLEN, BARBARA	101123	refund over payment on acount 12	10/11/2023	157.44	157.44	10/16/2023
Total 6563:					157.44	157.44	
5726	AMAZON	19TX-N6PY-NK	MAGAZINE POUCH	10/11/2023	125.79	.00	
5726	AMAZON	1D9Y-CW9C-N	TONER	10/13/2023	116.89	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1G33-YVLY-6D	TONER	10/26/2023	677.95	.00	
5726	AMAZON	1H6Q-3RQR-F	ROAD FLARES	10/02/2023	29.08	.00	
5726	AMAZON	1H6Q-3RQR-F	OFFICE SUPPLIES	10/02/2023	27.32	.00	
5726	AMAZON	1P4N-64HF-DJ	AVERY DOUBLE COLUMN 32 TA	09/27/2023	222.30	.00	
5726	AMAZON	1QR6-NW4F-P	TESKYER EXTRA THICK PASTI	09/29/2023	65.62	.00	
5726	AMAZON	1RLD-G1YH-T	DECORATIONS AND PAPER	10/04/2023	63.98	.00	
5726	AMAZON	1RLD-G1YH-T	DECORATIONS AND PAPER	10/04/2023	42.29	.00	
5726	AMAZON	1YRJ-PRKH-F	BINDERS	10/02/2023	85.98	.00	
Total 5726:					1,457.20	.00	
2763	AMERIWEST WATER SERVICES	23-122	Aq 200-t	09/24/2023	17,120.45	.00	
Total 2763:					17,120.45	.00	
7339	ANDAZOLA, ROB	101823	REIMBURSE FOR SUPPLIES	10/18/2023	9.84	.00	
Total 7339:					9.84	.00	
7221	ANDERS GLASS AND TINT	1106	WINSHIELD REPLACEMENT	10/11/2023	360.00	.00	
Total 7221:					360.00	.00	
383	ANTLER MOTEL, INC.	100323	HOUSING	10/03/2023	13,500.00	.00	
Total 383:					13,500.00	.00	
4389	APPLE INC	MA28509511	MAGIC KEYBOARD	10/06/2023	658.00	.00	
Total 4389:					658.00	.00	
3487	ARCHITECTURAL BUILDING SU	71492123C	DOUBLE BILLED CREDIT	09/13/2023	1,383.98-	.00	
Total 3487:					1,383.98-	.00	
7027	ARISTORENAS, MARIA	102323	EQUITY TASK FORCE	10/23/2023	450.00	.00	
Total 7027:					450.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	10/08/2023	1,095.32	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	10/12/2023	43.23	.00	
Total 1783:					1,138.55	.00	
7028	BADILLO, MARCELA	102323	EQUITY TASK FORCE	10/23/2023	450.00	.00	
Total 7028:					450.00	.00	
7033	BERGMAN, PIERRE	102023	Equity Task Force	10/23/2023	450.00	.00	
Total 7033:					450.00	.00	
4920	BEST BEST & KRIEGER	977515	FRANCHISE RENEWAL	10/11/2023	4,335.00	.00	
4920	BEST BEST & KRIEGER	977516	SILVER STAR	10/11/2023	4,431.50	.00	
Total 4920:					8,766.50	.00	
4774	BIG R RANCH & HOME	1634056	UNIFORM COAT	09/01/2023	214.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4774	BIG R RANCH & HOME	1639639	DRYSHOD STEEL TOE	10/06/2023	189.95	.00	
4774	BIG R RANCH & HOME	1639639	BOOTS	10/06/2023	189.95-	.00	
4774	BIG R RANCH & HOME	1639942	HITCH PIN	10/09/2023	63.47	.00	
4774	BIG R RANCH & HOME	1640135	PLUG ADAPTERS	10/10/2023	172.46	.00	
4774	BIG R RANCH & HOME	1642278	SAFETY COAT AND HAT	10/26/2023	179.98	.00	
4774	BIG R RANCH & HOME	1642779	FABRIC PROTECTION	10/26/2023	9.99	.00	
Total 4774:					640.88	.00	
3500	BISON LUMBER	2310-823582	DRY pine	10/04/2023	135.32	.00	
3500	BISON LUMBER	2310-824622	hitachi compressor,hose cioupler,f	10/13/2023	370.47	.00	
3500	BISON LUMBER	2310-824994	CONCRETE MIX	10/18/2023	45.16	.00	
Total 3500:					550.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	102523	DRY CLEANING SAM JEWISON	10/25/2023	138.04	.00	
Total 1560:					138.04	.00	
7323	BOBCAT OF ROCK SPRINGS	52762	kit seal	09/28/2023	79.56	.00	
7323	BOBCAT OF ROCK SPRINGS	52815	HARNESS ACD INPUT	10/06/2023	260.69	.00	
Total 7323:					340.25	.00	
6727	BRIGGS, ERIC L	24673	TOOL	10/05/2023	180.50	.00	
6727	BRIGGS, ERIC L	24679	MICRO TORCH	10/05/2023	42.95	.00	
6727	BRIGGS, ERIC L	24829	TOOLS	10/12/2023	38.99	.00	
Total 6727:					262.44	.00	
7334	BROWN, NATHAN	101223	RELEASE BOND E23-0218 522	10/12/2023	2,000.00	2,000.00	10/16/2023
Total 7334:					2,000.00	2,000.00	
544	CENTURYLINK	307-111-5050 1	307-111-5050 246m	10/07/2023	2,185.11	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	10/13/2023	48.59	.00	
Total 544:					2,233.70	.00	
5967	CITY OF DRIGGS	BBSTART2024	BUS BARN OCTOBER	10/05/2023	1,500.19	.00	
Total 5967:					1,500.19	.00	
6001	CIVICPLUS	279500	FINANCE CHARGE	09/30/2023	5.00	.00	
Total 6001:					5.00	.00	
7269	COLORADO DOORWAYS INC	986162	DOOR SUPPLIES	09/26/2023	85,200.28	.00	
Total 7269:					85,200.28	.00	
260	COMMUNITY SAFETY NETWORK	100423	QUARTER 2 PAYMENT	10/04/2023	17,500.00	.00	
260	COMMUNITY SAFETY NETWORK	1307	NEWSPAPER AD PER AGREEM	10/11/2023	403.40	.00	
Total 260:					17,903.40	.00	
514	CONRAD & BISCHOFF INC.	IN-717975-23	FUEL	10/02/2023	36,062.12	.00	
514	CONRAD & BISCHOFF INC.	IN-742089-23	FUEL	10/19/2023	33,162.11	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 514:					69,224.23	.00	
4887	CONTROL SYSTEM TECHNOLO	10958	CONTROL SERVICE TROUBLE	10/09/2023	1,567.50	.00	
Total 4887:					1,567.50	.00	
3001	CREATIVE ENERGIES, LLC	9103	wASTERWATER 3 CPS INV	10/06/2023	1,812.50	.00	
Total 3001:					1,812.50	.00	
6805	CROWLEY FLECK PLLP	1017166	LEGAL SERVICES	10/17/2023	2,483.50	.00	
Total 6805:					2,483.50	.00	
4767	DAY, CANDRA	102323	Equity Task Force	10/23/2023	450.00	.00	
Total 4767:					450.00	.00	
4918	DEAN'S PEST CONTROL LLC	84272	small rodent control	09/21/2023	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	84657	small rodent control	09/28/2023	55.00	.00	
Total 4918:					155.00	.00	
708	DELTA DENTAL PLAN OF WYOM	100123	ADMIN FEE	10/01/2023	650.00	650.00	10/11/2023
708	DELTA DENTAL PLAN OF WYOM	100123	CLAIMS	10/01/2023	6,869.07	6,869.07	10/11/2023
Total 708:					7,519.07	7,519.07	
6883	DIVISION OF CHILD SUPPORT	102023	case 0005405448	10/20/2023	509.23	509.23	10/20/2023
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	21624	PAPER	10/13/2023	67.70	.00	
3408	E.R. OFFICE EXPRESS	21636	NOTARY STOP	10/17/2023	33.49	.00	
3408	E.R. OFFICE EXPRESS	21648	SUPPLIES	10/24/2023	113.41	.00	
Total 3408:					214.60	.00	
6157	EFORCE	1232856	CUSTOM PROGRAMMING	10/09/2023	15,000.00	.00	
Total 6157:					15,000.00	.00	
1134	ENERGY LABORATORIES INC.	575835	450 SNOW KING ANALYSIS PAR	08/28/2023	478.00	.00	
1134	ENERGY LABORATORIES INC.	586805	BEFORE LIGHTS, BARROW PO	10/11/2023	177.00	.00	
1134	ENERGY LABORATORIES INC.	586903	INFLUENT AND EFFLUENT	10/12/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	588393	INFLUENT AND EFFLUENT	10/18/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	589067	INFLUENT AND EFFLUENT	10/23/2023	203.00	.00	
1134	ENERGY LABORATORIES INC.	589068	ANALYSYS PARAMETER	10/23/2023	177.00	.00	
Total 1134:					1,993.00	.00	
6293	EVOLUTION CONCRETE CUTTI	10114	C/D HOLES	10/23/2023	1,005.00	.00	
Total 6293:					1,005.00	.00	
3550	EXPOSURE SIGNS INC	8020	VEHICLE SIGNAGE	10/10/2023	185.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3550:					185.00	.00	
7168	FALL RIVER RURAL ELECTIC	5173001 1023	CHATHAM LOOP	10/20/2023	49.47	.00	
Total 7168:					49.47	.00	
4294	FIRE SERVICES OF IDAHO	12529346	START BUS	09/29/2023	395.00	.00	
4294	FIRE SERVICES OF IDAHO	12529389	HOME RANCH	09/29/2023	450.00	.00	
4294	FIRE SERVICES OF IDAHO	12529687	TOWN HALL	09/29/2023	315.00	.00	
4294	FIRE SERVICES OF IDAHO	12529695	SNOW KING HOUSING	09/29/2023	590.00	.00	
4294	FIRE SERVICES OF IDAHO	12530228	PUBLIC WORKS SHOP	09/29/2023	560.00	.00	
4294	FIRE SERVICES OF IDAHO	12530240	PARKING GARAGE	09/29/2023	815.00	.00	
4294	FIRE SERVICES OF IDAHO	12530620	PUBLIC WORKS SHOP	09/29/2023	260.00	.00	
4294	FIRE SERVICES OF IDAHO	12530621	HOME RANCH	09/29/2023	260.00	.00	
4294	FIRE SERVICES OF IDAHO	12530797	ICE ARENA	09/29/2023	260.00	.00	
4294	FIRE SERVICES OF IDAHO	12530798	TOWN HALL	09/29/2023	270.00	.00	
4294	FIRE SERVICES OF IDAHO	12530801	START BUS	09/29/2023	340.00	.00	
4294	FIRE SERVICES OF IDAHO	12530806	VERTICAL HARVEST ALARM	09/29/2023	270.00	.00	
4294	FIRE SERVICES OF IDAHO	12530807	PARKING GARAGE	09/29/2023	270.00	.00	
4294	FIRE SERVICES OF IDAHO	12531267	SNOW KING CENTER	09/29/2023	2,472.50	.00	
4294	FIRE SERVICES OF IDAHO	12531270	VERTICAL HARVEST	09/29/2023	405.00	.00	
4294	FIRE SERVICES OF IDAHO	12531271	SNOW KING CENTER	09/29/2023	750.00	.00	
Total 4294:					8,682.50	.00	
4709	FLEETPRIDE	111399202	AUTO BO TICKET	09/22/2023	63.42	.00	
Total 4709:					63.42	.00	
7340	FLORES, JUANITA	101123	TRANSLATION SERVICES	10/11/2023	320.00	.00	
Total 7340:					320.00	.00	
7273	FOWLER, LIAM	101923	BOOTS	10/19/2023	100.00	.00	
Total 7273:					100.00	.00	
668	FREEDOM MAILING SERVICE I	46340	COMMUNITY HEALTH INSERT	10/05/2023	46.13	.00	
668	FREEDOM MAILING SERVICE I	46340	UTILITY BILLING	10/05/2023	915.35	.00	
668	FREEDOM MAILING SERVICE I	46340	UTILITY BILLING	10/05/2023	915.36	.00	
Total 668:					1,876.84	.00	
7034	FRITTS, JASON	102323	EQUITY TASK FORCE	10/23/2023	450.00	.00	
Total 7034:					450.00	.00	
7332	FSD INVESTMENTS, LLC	101023	release landscape bond westview	10/10/2023	14,975.00	14,975.00	10/16/2023
Total 7332:					14,975.00	14,975.00	
7117	GELCO SUPPLY INC.	79832	SHIPPING	09/21/2023	65.00	.00	
Total 7117:					65.00	.00	
4212	GILLIG LLC	41092455	REGULATOR,voltage	10/02/2023	222.61	.00	
4212	GILLIG LLC	41097013	glazing foor safety green	10/13/2023	35.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	41097839	control unit,electrode ignition	10/17/2023	575.67	.00	
Total 4212:					833.77	.00	
7137	GOVOS, INC	INV-3244	DIGITIZE	10/05/2023	5,554.65	.00	
Total 7137:					5,554.65	.00	
6913	H & R ENTERPRISES, LLC	547	SMOOTH LYON LANYARD WIT	10/03/2023	359.93	.00	
Total 6913:					359.93	.00	
93	HACH CHEMICAL CO.	13732336	AMMONIA, TNT+, HR	09/11/2023	2,912.90	.00	
Total 93:					2,912.90	.00	
7337	HANSEN, CLAY	102523	RETURN BOND 25 EAST KELLY	10/25/2023	4,000.00	.00	
Total 7337:					4,000.00	.00	
7342	HARMONY DESIGN, INC	23333	TOJ PATHWAY SAFETY	10/17/2023	4,921.50	.00	
Total 7342:					4,921.50	.00	
4988	HD FOWLER COMPANY	I6527963	TAPPING SLEEVE,RESILIENT W	09/27/2023	1,823.99	.00	
4988	HD FOWLER COMPANY	I6529360	TAPPING SLEEVE,FLANGE,RES	10/10/2023	2,125.15	.00	
4988	HD FOWLER COMPANY	I6538707	fip ball valve curb stop,pattern no I	10/09/2023	1,427.90	.00	
4988	HD FOWLER COMPANY	I6538708	cts blue poly pipe valve box,valve	10/09/2023	745.40	.00	
4988	HD FOWLER COMPANY	I6542554	PIPE.PIPE CUTTER,THREADIN	10/12/2023	2,030.41	.00	
Total 4988:					8,152.85	.00	
829	HEINER, ROBERT	100923	CDL PHYSICAL REIMB	10/09/2023	80.00	.00	
Total 829:					80.00	.00	
7031	HERNANDEZ, BRANDON	102023	EQUITY TASK FORCE	10/20/2023	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	33.67	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	16.06	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	13.28	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0403027	UNIFORMS	09/28/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0403686	MATS	10/02/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0403692	MATS	10/02/2023	24.56	.00	
96	HIGH COUNTRY LINEN	0404126	MATS,LAUNDRY AND TOWELS	10/04/2023	64.65	.00	
96	HIGH COUNTRY LINEN	0404352	uniforms	10/05/2023	33.67	.00	
96	HIGH COUNTRY LINEN	0404352	uniforms	10/05/2023	16.06	.00	
96	HIGH COUNTRY LINEN	0404352	uniforms	10/05/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0404352	dry cleaning	10/05/2023	26.48	.00	
96	HIGH COUNTRY LINEN	0404352	uniforms	10/05/2023	13.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0404352	dry cleaning	10/05/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0404352	dry cleaning	10/05/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0404352	uniforms	10/05/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0404352	dry cleaning	10/05/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0404352	uniforms	10/05/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0405209	MATS	10/10/2023	264.04	.00	
96	HIGH COUNTRY LINEN	0405423	MATS	10/11/2023	230.13	.00	
96	HIGH COUNTRY LINEN	0405545	UNforms	10/12/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0405545	UNforms	10/12/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0405545	502331053691	10/12/2023	16.06	.00	
96	HIGH COUNTRY LINEN	0405545	502331053691	10/12/2023	38.52	.00	
96	HIGH COUNTRY LINEN	0405545	UNforms	10/12/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0405545	UNIFORMS	10/12/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0405545	UNIFORMS	10/12/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0405545	UNforms	10/12/2023	13.77	.00	
96	HIGH COUNTRY LINEN	0405545	UNIFORMS	10/12/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0405545	UNforms	10/12/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0406098	MATS	10/16/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0406101	MATS	10/16/2023	54.56	.00	
96	HIGH COUNTRY LINEN	0407453	MATS @ TOWN HALL	10/24/2023	264.04	.00	
96	HIGH COUNTRY LINEN	S0402647	TOWELS AND TP	09/26/2023	9.47-	.00	
96	HIGH COUNTRY LINEN	S0403848	MOP BUCKET AND SIDEPRESS	10/03/2023	119.71	.00	
96	HIGH COUNTRY LINEN	S405282	TOILET TISSUE	10/10/2023	132.10	.00	
Total 96:					1,644.07	.00	
503	HUNT CONSTRUCTION INC	11042	CRACK REPAIR	10/23/2023	9,080.50	.00	
503	HUNT CONSTRUCTION INC	11043	CRACK REPAIR	10/23/2023	5,047.30	.00	
503	HUNT CONSTRUCTION INC	11044	CRACK REPAIR	10/23/2023	5,867.00	.00	
Total 503:					19,994.80	.00	
4736	IDAHO CHILD SUPPORT RECEI	102023	cae 426985	10/20/2023	564.20	564.20	10/20/2023
Total 4736:					564.20	564.20	
36	IDAHO STATE TAX COMMISSIO	102523	OCTOBER WITHHOLDINGS	10/25/2023	5,107.00	5,107.00	10/25/2023
Total 36:					5,107.00	5,107.00	
6484	INTERNATIONAL INSTITUTE OF	46734 1023	MEMBERSHIP FEES	10/03/2023	210.00	.00	
Total 6484:					210.00	.00	
106	INTERSTATE BATTERY	22258680	4D-XHD SRM 31	09/26/2023	528.85	.00	
106	INTERSTATE BATTERY	22258764	4D-XHD SRM 24	10/03/2023	1,170.65	.00	
106	INTERSTATE BATTERY	22258850	BATTERIES	10/10/2023	294.95-	.00	
106	INTERSTATE BATTERY	250000015	BATTERIES	10/24/2023	502.85	.00	
Total 106:					1,907.40	.00	
6954	IVY OUTDOOR SERVICES LLC	52	SEPTEMBER BUS ROUTE	10/05/2023	1,950.00	.00	
6954	IVY OUTDOOR SERVICES LLC	54	SEPT TOWN TRASH	10/13/2023	15,952.50	.00	
Total 6954:					17,902.50	.00	
1081	JACK'S TIRE & OIL	23-0458611-03	REPAIR FLATS	10/09/2023	724.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1081:					724.45	.00	
2	JACKSON CURBSIDE INC.	00031329	RECYCLING	10/10/2023	225.00	.00	
2	JACKSON CURBSIDE INC.	00031336	RECYCLING	10/10/2023	525.00	.00	
2	JACKSON CURBSIDE INC.	00031342	DOWNTOWN RECYCLING	10/10/2023	1,530.00	.00	
Total 2:					2,280.00	.00	
6931	JACKSON DOWNTOWNER, LLC	1026	START DEMAND	10/12/2023	91,279.95	.00	
Total 6931:					91,279.95	.00	
7163	JACKSON GROUP LOCKBOX	652507IF	FILTER	10/11/2023	429.28	.00	
7163	JACKSON GROUP LOCKBOX	652626IF	filter oil	10/12/2023	45.04	.00	
Total 7163:					474.32	.00	
2877	JACKSON HOLE AIR	102423	FY24 CONTRACT	10/24/2023	15,000.00	.00	
Total 2877:					15,000.00	.00	
858	JACKSON HOLE COMMUNITY H	TOJ 23-24 102	1ST QUARTER PAYMENT	10/10/2023	12,500.00	.00	
Total 858:					12,500.00	.00	
131	JACKSON HOLE NEWS & GUID	358464	AD#421772	10/04/2023	72.00	.00	
131	JACKSON HOLE NEWS & GUID	358464	AD#421774	10/04/2023	72.00	.00	
131	JACKSON HOLE NEWS & GUID	358464	AD#421773	10/04/2023	63.00	.00	
131	JACKSON HOLE NEWS & GUID	358621	AD#422122	10/11/2023	288.80	.00	
131	JACKSON HOLE NEWS & GUID	358703	AD#422064	10/11/2023	408.80	.00	
131	JACKSON HOLE NEWS & GUID	358704	AD#422101	10/11/2023	76.50	.00	
131	JACKSON HOLE NEWS & GUID	358705	AD#42210	10/11/2023	481.50	.00	
131	JACKSON HOLE NEWS & GUID	358753	AD #422102	10/11/2023	31.50	.00	
131	JACKSON HOLE NEWS & GUID	358868	AD#422213	10/18/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	358869	AD#422291	10/18/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	359049	AD#422488	10/25/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	AD#422493	AD#422493	10/25/2023	433.20	.00	
Total 131:					3,226.90	.00	
114	JACKSON LUMBER INC	0000915296-0	2x4 AND 2X6	09/05/2023	140.83	.00	
114	JACKSON LUMBER INC	0000927029-0	SPIKES	10/09/2023	164.50	.00	
Total 114:					305.33	.00	
115	JACKSON PAINT AND GLASS, I	1131856	LABOR	09/06/2023	1,760.00	.00	
Total 115:					1,760.00	.00	
7336	JACKSON STREET APARTMEN	1001	PER DEVELOPMENT AFREEME	10/18/2023	34,650.00	.00	
Total 7336:					34,650.00	.00	
7125	JACKSON WHOLE FAMILY HEAL	090523	BAILEY WILLIAMS	09/05/2023	380.00	.00	
Total 7125:					380.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
283	JEWISON, SAMUEL LEE	102023	DOT PHYSICAL	10/20/2023	155.00	.00	
Total 283:					155.00	.00	
7118	JONES SIMKINS	56687	FY23 AUDIT	09/30/2023	41,685.00	.00	
Total 7118:					41,685.00	.00	
1628	JP COOKE CO	801831	PLAIN ALUM LIC TAGS	10/12/2023	218.95	.00	
Total 1628:					218.95	.00	
7341	KEARSLEY, KURT	09282311765	TOOL CHEST	09/28/2023	274.90	.00	
Total 7341:					274.90	.00	
2485	KENWORTH SALES COMPANY	004P26384	KIT HEATER AND THERMO	10/05/2023	598.10	.00	
2485	KENWORTH SALES COMPANY	004P26395	CARTRIDGE FILTRATION	10/09/2023	133.43	.00	
2485	KENWORTH SALES COMPANY	004P26565	CARTRIDGE FILTRATION	10/03/2023	96.49	.00	
2485	KENWORTH SALES COMPANY	004P27825	OPEN EYE NEEDLE	10/24/2023	15.22	.00	
Total 2485:					650.26	.00	
7029	KRUEGER, ERICA JADE	102323	EQUITY TASK FORCE	10/23/2023	450.00	.00	
Total 7029:					450.00	.00	
6807	LANGUAGE TESTING INTERNA	L76729-IN	SPANISH TESTING	10/19/2023	198.50	.00	
Total 6807:					198.50	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2023-6	COMMUNITY ENGAGEMENT	10/01/2023	5,020.00	.00	
Total 6926:					5,020.00	.00	
155	LEONARD PETROLEUM EQUIP	IFIN216964	FUEL ISLAND @ CORE FACILIT	10/20/2023	79,940.87	.00	
Total 155:					79,940.87	.00	
5691	LEPCO	54734	CLEANING SOLUTIONS	10/23/2023	193.44	.00	
Total 5691:					193.44	.00	
609	LITTLE FALLS MACHINE	369077	FALLS MODEL 24BT HITCH	10/04/2023	4,180.00	.00	
Total 609:					4,180.00	.00	
6461	LOOKOUT MOUNTAIN LOGOWE	01016	HEATHER GREY/BLACK/CHARC	10/05/2023	684.45	.00	
Total 6461:					684.45	.00	
7230	MEAD & HUNT	352975-05	START SHUTTLE PILOT STUDY	09/14/2023	9,377.50	.00	
7230	MEAD & HUNT	355461-06	SHUTTLE PILOT STUDY	10/05/2023	6,832.50	.00	
Total 7230:					16,210.00	.00	
998	METROQUIP INC	P23700	ANGLE CLAMO DIRT SHOE RU	10/06/2023	727.41	.00	
998	METROQUIP INC	P23759	BROOM	10/10/2023	146.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 998:					873.57	.00	
5387	MIKE'S WELDING INC	14153	STEEL	10/12/2023	32.50	.00	
Total 5387:					32.50	.00	
7333	MORENO, JORGE	101123	BAIL REFUND 23-07-0174	10/11/2023	1,500.00	1,500.00	10/11/2023
Total 7333:					1,500.00	1,500.00	
4886	MORTON-LEVINSON, HAILEY	102423	TRAVEL EXPENSES DC	10/24/2023	504.83	.00	
Total 4886:					504.83	.00	
3633	MOTOR COACH INDUSTRIES	7114	DISPLAY DIAGNOSTICS	09/20/2023	377.46	.00	
Total 3633:					377.46	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6463405001	SUPPLIES	09/28/2023	564.83	.00	
Total 4623:					564.83	.00	
257	NAPA AUTO PARTS INC.	157757	OIL FILTER	08/01/2023	23.36	.00	
257	NAPA AUTO PARTS INC.	171462	CORE DEPOSIT	09/26/2023	66.00	.00	
257	NAPA AUTO PARTS INC.	172764	NAPAGOLD AND SUPER WEAT	10/02/2023	28.62	.00	
257	NAPA AUTO PARTS INC.	173704	SUPPORT	10/05/2023	53.99	.00	
257	NAPA AUTO PARTS INC.	173886	2018 FORD DIS PAD	10/05/2023	95.39	.00	
257	NAPA AUTO PARTS INC.	174307	ATP PLATINUM KIT	10/07/2023	113.93	.00	
257	NAPA AUTO PARTS INC.	174531	BATT CABLE	10/09/2023	41.99	.00	
257	NAPA AUTO PARTS INC.	174890	DRILL BIT SILVER	10/10/2023	89.99	.00	
257	NAPA AUTO PARTS INC.	174949	20 CHEVY TAHO SILENTGUAR	10/10/2023	43.99	.00	
257	NAPA AUTO PARTS INC.	175202	CHEVY VALVES	10/11/2023	150.42	.00	
257	NAPA AUTO PARTS INC.	175249	NAPA GOLD AIR FILTER	10/11/2023	123.16	.00	
257	NAPA AUTO PARTS INC.	175414	GORILLA TAPE	10/12/2023	21.49	.00	
257	NAPA AUTO PARTS INC.	175456	2023 FORD SUPER DUTY	10/12/2023	15.37	.00	
257	NAPA AUTO PARTS INC.	1757006	PROTECTOR	10/13/2023	20.36	.00	
257	NAPA AUTO PARTS INC.	175743	NAPA GOLD AIR FILTER	10/13/2023	39.99	.00	
257	NAPA AUTO PARTS INC.	175954	TIRE REP BOOT	10/14/2023	48.25	.00	
257	NAPA AUTO PARTS INC.	176197	NAPAGOLD OIL FILTER	10/16/2023	8.88	.00	
257	NAPA AUTO PARTS INC.	176230	ENR ELECT BATTERY	10/16/2023	29.67	.00	
257	NAPA AUTO PARTS INC.	176575	2020 CHEVY TAHOE	10/17/2023	39.99	.00	
257	NAPA AUTO PARTS INC.	176748	NITRILE DISP GLOVE	10/17/2023	29.98	.00	
257	NAPA AUTO PARTS INC.	177381	SUPPORT	10/20/2023	53.99	.00	
257	NAPA AUTO PARTS INC.	177382	DIODE ROUND LAMP	10/20/2023	89.92	.00	
257	NAPA AUTO PARTS INC.	177455	FILTER	10/20/2023	53.28	.00	
257	NAPA AUTO PARTS INC.	177856	ADAPTERS	10/23/2023	6.96	.00	
257	NAPA AUTO PARTS INC.	178105	FILTER	10/23/2023	35.52	.00	
Total 257:					1,084.51	.00	
276	NATIONAL LEAGUE OF CITIES	185331	MEMBERSHIP DUES	09/05/2023	1,701.00	.00	
Total 276:					1,701.00	.00	
187	NELSON ENGINEERING	62712	23-056 BRUUN LANE BIKE LAN	09/30/2023	336.00	.00	
187	NELSON ENGINEERING	62741	22-278 SEWER MASTERPLANNI	09/30/2023	1,540.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 187:					1,876.00	.00	
7035	NOLAND, STACY	102323	EQUITY TASK FORCE	10/23/2023	450.00	.00	
Total 7035:					450.00	.00	
7183	NUCOR HARRIS REHAB BOISE	PSI1629374U	REBAR	10/20/2023	8,614.21	.00	
Total 7183:					8,614.21	.00	
1504	ONE CALL OF WYOMING	68749	LOCATE TICKETS	10/06/2023	257.25	.00	
1504	ONE CALL OF WYOMING	68749	LOCATE TICKETS	10/06/2023	257.25	.00	
Total 1504:					514.50	.00	
3222	OTIS ELEVATOR COMPANY	SB16009001	400 W SNOW KING	11/05/2021	880.00	.00	
Total 3222:					880.00	.00	
5026	PELLETIER, CARL	102223	ALL EMPLOYEE PICNIC REIMB	10/22/2023	176.41	.00	
Total 5026:					176.41	.00	
5707	PERFORM PRINTING LLC	P1443	BUSINESS CARDS	10/09/2023	81.65	.00	
Total 5707:					81.65	.00	
4894	PLATT	4L76517	SCREWS	10/03/2023	39.78	.00	
4894	PLATT	4L88962	SCREWS	10/19/2023	39.54	.00	
4894	PLATT	4N13992	SUPPLIES	10/19/2023	38.39	.00	
Total 4894:					117.71	.00	
6483	PREMIER TRUCK- SALT LAKE C	10232023	TO CORRECT CREDIT BALANC	10/23/2023	7,344.56	.00	
6483	PREMIER TRUCK- SALT LAKE C	775515290	KIT CORE DEPOSIT	07/14/2023	4,776.52	.00	
6483	PREMIER TRUCK- SALT LAKE C	775540085	KIT WATER	10/03/2023	255.02	.00	
6483	PREMIER TRUCK- SALT LAKE C	775545337	COOLER	10/20/2023	552.49	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775506279	DUPLICATE	07/21/2023	1,542.43	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775506282	CREDIT	07/21/2023	995.81-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775506282	CREDIT	07/21/2023	995.81-	.00	
Total 6483:					12,479.40	.00	
4922	PREMIER VEHICLE INSTALLATI	42408	LIGHT MOUNT	10/09/2023	147.00	.00	
Total 4922:					147.00	.00	
6138	QA BALANCE SERVICES INC.	14914	OVEN CALIBRATION	10/04/2023	230.00	.00	
Total 6138:					230.00	.00	
6649	QUADIENT LEASING USA, INC.	N10125783	POSTAGE MACHINE LEASE	09/21/2023	468.69	.00	
Total 6649:					468.69	.00	
532	QUICK BROWN FOX LLC	4026	TICKET BOOKS	10/02/2023	215.00	.00	
532	QUICK BROWN FOX LLC	4030	PASSES	10/13/2023	550.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 532:					765.00	.00	
7066	R & A SAFETY LLC	42880	DOT FTA PRE EMPLOYMENT COL	09/11/2023	90.50	.00	
7066	R & A SAFETY LLC	42891	DOT PRE EMPLOY	09/12/2023	90.50	.00	
7066	R & A SAFETY LLC	42896	DOT PRE EMPLOYMENT GIES	09/08/2023	90.50	.00	
7066	R & A SAFETY LLC	42898	DOT FTA PRE EMPLOYMENT, W	09/13/2023	181.00	.00	
7066	R & A SAFETY LLC	42927	DOT RANDOM ANGLESEY	09/19/2023	90.50	.00	
7066	R & A SAFETY LLC	42963	RANDOM DOT LUNA	09/21/2023	90.50	.00	
7066	R & A SAFETY LLC	42963	PRE EMPLOYMENT MILLER	09/21/2023	90.50	.00	
7066	R & A SAFETY LLC	42971	DOT PRE EMPLOYMENT COLE	09/25/2023	90.50	.00	
7066	R & A SAFETY LLC	42973	DOT PRE EMPLOYMENT STRO	09/25/2023	90.50	.00	
7066	R & A SAFETY LLC	42975	DOT PRE EMPLOYMENT SPAC	09/22/2023	90.50	.00	
7066	R & A SAFETY LLC	43014	DOT RANDOM URINE GWALTN	09/28/2023	90.50	.00	
7066	R & A SAFETY LLC	43016	DOT PRE EMPLOYMENT SPICE	09/26/2023	90.50	.00	
7066	R & A SAFETY LLC	43017	NON DOT PRE EMPLOYMENT	09/27/2023	90.50	.00	
Total 7066:					1,267.00	.00	
3761	RAE, JOSHUA	000178	boardwalk reconstruction	10/20/2023	41,799.96	.00	
Total 3761:					41,799.96	.00	
6069	RAFTELIS	30559	WATER RATE REVIEW	10/09/2023	2,352.50	.00	
6069	RAFTELIS	30559	WATER RATE REVIEW	10/09/2023	2,352.50	.00	
Total 6069:					4,705.00	.00	
4723	RON'S TOWING LLC	23-30706	ABANDON VEHICLE	10/09/2023	250.00	.00	
Total 4723:					250.00	.00	
2850	RT1 INC	100423	SHIPPING CHARGES	10/04/2023	16.48	.00	
2850	RT1 INC	100523	SHIPPING CHARGES	10/05/2023	22.29	.00	
2850	RT1 INC	101623	SHIPPING CHARGES	10/16/2023	18.69	.00	
Total 2850:					57.46	.00	
5812	RUI INC. DBA VILLAGE GARDN	1571	LANDSCAPE MAINTENANCE 14	09/30/2023	307.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1572	SUMMER LAWN MAINTENANCE	09/30/2023	43.50	.00	
Total 5812:					350.50	.00	
13	SAFETY SUPPLY & SIGN CO., I	186918	SIGNAGE	10/10/2023	1,435.91	.00	
Total 13:					1,435.91	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	92667265	30G WASHER PARTS, EXTENE	10/06/2023	308.34	.00	
Total 2669:					308.34	.00	
7032	SANCHEZ-MACHUCA, ROSA	102323	EQUITY TASK FORCE	10/23/2023	450.00	.00	
Total 7032:					450.00	.00	
7335	SCHEURN, KENNETH	101623	BAIL REFUND 23-05-0096	10/16/2023	1,500.00	1,500.00	10/16/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7335:					1,500.00	1,500.00	
201	SENIOR CENTER OF JACKSON	1002	1ST QUARTER PAYMENT	10/01/2023	35,505.00	.00	
Total 201:					35,505.00	.00	
4359	SHERWIN-WILLIAMS CO.	3358-6	PAINT	10/09/2023	128.94	.00	
4359	SHERWIN-WILLIAMS CO.	3534-2	PAINT	10/19/2023	176.75	.00	
Total 4359:					305.69	.00	
4548	SILVER CREEK SUPPLY	0012888878-0	blue monster blue thread	09/28/2023	62.62	.00	
4548	SILVER CREEK SUPPLY	0013078123-0	SUPPLIES	10/13/2023	63.88	.00	
Total 4548:					126.50	.00	
585	SINCLAIR, TYLER	101023	TRAVEL EXPENSES	10/10/2023	362.80	.00	
Total 585:					362.80	.00	
7106	SMITH PSYCHOLOGICAL SERVI	6506	PSYCH EVAL	10/13/2023	400.00	.00	
Total 7106:					400.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	8356	SERVICE CALL	01/03/2023	210.00	.00	
Total 5632:					210.00	.00	
4699	SNAKE RIVER ROASTING	62084	COFFEE	02/23/2023	108.90	.00	
Total 4699:					108.90	.00	
5633	SNAKE RIVER SUPPLY, LLC	CMF MAT #007	CORE FACILITY	10/18/2023	511,236.00	.00	
Total 5633:					511,236.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334616054	ANIMAL CARE	09/25/2023	14.86	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334617427	ANIMAL CARE	10/23/2023	387.52	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334617533	ANIMAL CARE	10/25/2023	170.88	.00	
Total 1505:					573.26	.00	
6871	STANDARD INSURANCE COMP	100123	STD, LTD AND LIFE OCTOBER 2	10/01/2023	6,778.64	6,778.64	10/11/2023
6871	STANDARD INSURANCE COMP	100123	VOLUNTARY POLICIES	10/01/2023	2,063.57	2,063.57	10/11/2023
6871	STANDARD INSURANCE COMP	100123	VOLUNTARY LIFE OCTOBER	10/01/2023	1,086.60	1,086.60	10/11/2023
Total 6871:					9,928.81	9,928.81	
3989	STINKY PRINTS, INC	72512	SiGNAGE	10/12/2023	114.99	.00	
Total 3989:					114.99	.00	
5442	STORRUD, JOSHUA	101123	BOOTS	10/11/2023	100.00	.00	
Total 5442:					100.00	.00	
5055	STOTZ EQUIPMENT	P01304	FUEL PUMP	07/14/2023	261.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5055	STOTZ EQUIPMENT	P03348	FUEL PUMP	10/05/2023	261.56-	.00	
Total 5055:					.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3614	CONSULTING SERVICES	09/30/2023	8,058.68	.00	
Total 7076:					8,058.68	.00	
7059	TAYLOR, RILEY	100223	TRAVEL REIMBURSE	10/02/2023	359.07	.00	
Total 7059:					359.07	.00	
4514	TEAM LABORATORY CHEMICAL	INV0038074	ROAD PATCH	09/26/2023	1,150.00	.00	
Total 4514:					1,150.00	.00	
581	TETON COUNTY INTEGRATED	640060	DUMP FEES	09/28/2023	126.00	.00	
581	TETON COUNTY INTEGRATED	641218	DUMP FEES	10/05/2023	34.00	.00	
581	TETON COUNTY INTEGRATED	641257	DUMP FEES	10/05/2023	15.00	.00	
581	TETON COUNTY INTEGRATED	641461	DUMP FEES	10/06/2023	248.00	.00	
581	TETON COUNTY INTEGRATED	641495	DUMP FEES	10/06/2023	155.00	.00	
581	TETON COUNTY INTEGRATED	641572	DUMP FEES	10/06/2023	16.00	.00	
581	TETON COUNTY INTEGRATED	642429	DUMP FEES	10/11/2023	203.00	.00	
581	TETON COUNTY INTEGRATED	642467	DUMP FEES	10/11/2023	147.00	.00	
581	TETON COUNTY INTEGRATED	8862	CARDBOARD PICKUP	10/01/2023	345.00	.00	
Total 581:					1,289.00	.00	
6902	TETON COUNTY PUBLIC WORK	2024-1	BUILD GRANT	08/31/2023	24,827.18	.00	
6902	TETON COUNTY PUBLIC WORK	2024-2	BUILD GRANT	10/10/2023	31,021.61	.00	
Total 6902:					55,848.79	.00	
55	TETON COUNTY SHERIFF'S-JAI	657	SEPTEMBER INMATES	10/05/2023	1,368.00	.00	
Total 55:					1,368.00	.00	
392	TETON LITERACY CENTER	100423	FY 24 QUARTER 2	10/04/2023	6,700.00	.00	
Total 392:					6,700.00	.00	
268	TETON MOTORS INC	206039232 1	CUT AND PROGRAM NEW KEY	09/20/2023	435.45	.00	
268	TETON MOTORS INC	5107812	PEDAL	10/02/2023	87.01	.00	
268	TETON MOTORS INC	5107858	BATTERY CORE	10/05/2023	240.00	.00	
268	TETON MOTORS INC	5107861 1	BATTERY CORE	10/05/2023	15.00-	.00	
268	TETON MOTORS INC	5107915 1	SNL SENSOR	10/11/2023	228.11	.00	
Total 268:					975.57	.00	
6810	THE TIRE RACK, INC.	LE51894	TIRES	09/29/2023	2,421.24	.00	
6810	THE TIRE RACK, INC.	LF45844	TIRES	10/02/2023	931.92	.00	
6810	THE TIRE RACK, INC.	LF85433	TIRES	10/05/2023	546.84	.00	
6810	THE TIRE RACK, INC.	LG16170	225/60R17 ALTIMAX	10/10/2023	598.36	.00	
6810	THE TIRE RACK, INC.	LG38038	225/65R17 DEFENDERS	10/11/2023	185.27	.00	
Total 6810:					4,683.63	.00	
4046	TIMBERLINE CONCRETE	102323	CONCRETE	10/23/2023	8,970.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4046:					8,970.75	.00	
6363	TMSC LLC	2023-005-8G	GENERAL MAINTENANCE	10/26/2023	2,181.20	.00	
6363	TMSC LLC	2023-005-8GP	145 HANSEN HEATER	10/26/2023	345.00	.00	
6363	TMSC LLC	2023-005-8P	155 E PEARL	10/26/2023	7,274.43	.00	
Total 6363:					9,800.63	.00	
7311	TOP TIER TOOLS LLC	CEP35289420	TOOLS	10/10/2023	153.00	.00	
7311	TOP TIER TOOLS LLC	CEP35289500	SOCKET TRAY	10/10/2023	189.50	.00	
Total 7311:					342.50	.00	
7162	TRC FABRICATION, LLC	5226 TOJ	CORE FACILITY	10/19/2023	6,331.52	.00	
Total 7162:					6,331.52	.00	
4999	TREES, INC.	16774	TREE REMOVAL	08/17/2023	1,460.00	.00	
Total 4999:					1,460.00	.00	
7284	UCM DIGITAL HEALTH, INC	33439	OCTOBER PREMIUM	10/01/2023	851.50	851.50	10/11/2023
Total 7284:					851.50	851.50	
777	UPPER CASE PRINTING INK	644	NEWSLETTER	07/03/2023	243.00	.00	
777	UPPER CASE PRINTING INK	980	COMMUNITY HEALTH INSERT	10/05/2023	242.36	.00	
Total 777:					485.36	.00	
5072	VALENTINE, B. TYLER	101123	TRAVEL EXPENSES	10/11/2023	263.34	.00	
Total 5072:					263.34	.00	
3881	VALLEY OFFICE SYSTEMS	AR1219564	SHARP MX6071	09/29/2023	91.97	.00	
3881	VALLEY OFFICE SYSTEMS	AR1225827	CONTRACT COPIER	10/19/2023	1,155.19	.00	
Total 3881:					1,247.16	.00	
1949	VERIZON WIRELESS	9945821752	MONTHLY SERVICES	10/24/2023	8,488.41	.00	
Total 1949:					8,488.41	.00	
6319	VIRGINIAN VILLAGE CONDO H	972	Q4 ASSOC DUES	10/01/2023	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	972	Q4 ASSOC DUES	10/01/2023	540.00	.00	
Total 6319:					1,080.00	.00	
3420	VISA	Admin 2963 09	COOLWORKS-PERSONNEL/TO	09/24/2023	159.00	159.00	10/24/2023
3420	VISA	Admin 2963 09	PEARL STREET BAGELS-PERS	09/24/2023	80.00	80.00	10/24/2023
3420	VISA	Admin 2963 09	NAME BADGES-PERSONNEL/T	09/24/2023	12.30	12.30	10/24/2023
3420	VISA	Admin 2963 09	DOLLAR TREE-PERSONNEL/TO	09/24/2023	10.07	10.07	10/24/2023
3420	VISA	Admin 2963 09	AMAZON-TOWN-WIDE SERVICE	09/24/2023	21.19	21.19	10/24/2023
3420	VISA	Admin 2963 09	DELTA-PERSONNEL/TOWN CLE	09/24/2023	955.40	955.40	10/24/2023
3420	VISA	Admin 2963 09	INDEED-START	09/24/2023	156.95	156.95	10/24/2023
3420	VISA	Admin 2963 09	WE CATER JH-TOWN-WIDE SE	09/24/2023	1,500.00	1,500.00	10/24/2023
3420	VISA	Admin 2963 09	PEARL STREET BAGELS-TOWN	09/24/2023	81.77	81.77	10/24/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 2963 09	STILLWEST-PERSONNEL/TOWN	09/24/2023	234.16	234.16	10/24/2023
3420 VISA		Admin 2963 09	INDEED-PERSONNEL/TOWN CL	09/24/2023	344.45	344.45	10/24/2023
3420 VISA		Admin 2963 09	DOMINOS-PERSONNEL/TOWN	09/24/2023	165.72	165.72	10/24/2023
3420 VISA		Admin 2963 09	CREEKSIDE-TOWN-WIDE SERV	09/24/2023	177.33	177.33	10/24/2023
3420 VISA		Admin 2963 09	AMAZON-TOWN-WIDE SERVICE	09/24/2023	38.07	38.07	10/24/2023
3420 VISA		Admin 6864 09	AMERICAN AIRLINES-PERSON	09/24/2023	1,114.40	1,114.40	10/24/2023
3420 VISA		Admin 6864 09	LIBERTY MOUNTAIN-TOWN-WI	09/24/2023	376.25	376.25	10/24/2023
3420 VISA		Admin 6864 09	HOTEL RES-ADMINISTRATION	09/24/2023	938.81	938.81	10/24/2023
3420 VISA		Admin 6864 09	CHECKR-START	09/24/2023	398.74	398.74	10/24/2023
3420 VISA		Admin 6864 09	INDEED-PERSONNEL/TOWN CL	09/24/2023	53.10	53.10	10/24/2023
3420 VISA		Admin 6864 09	AMERICAN PLANNING-PERSON	09/24/2023	295.00	295.00	10/24/2023
3420 VISA		Admin 6864 09	LESS PAYMENT ALREADY MAD	09/24/2023	2,000.00-	2,000.00-	10/24/2023
3420 VISA		Admin 6864 09	STAPLES-TOWN-WIDE SERVIC	09/24/2023	23.82	23.82	10/24/2023
3420 VISA		Admin 6864 09	INDEED-START	09/24/2023	201.72	201.72	10/24/2023
3420 VISA		Admin 6864 09	ALBERTSONS-TOWN-WIDE SE	09/24/2023	65.26	65.26	10/24/2023
3420 VISA		Admin 6864 09	DOLLAR TREE-TOWN-WIDE SE	09/24/2023	1.33	1.33	10/24/2023
3420 VISA		Admin 6864 09	CHECKR-WATER DEPARTMENT	09/24/2023	54.99	54.99	10/24/2023
3420 VISA		Admin 6864 09	DELTA-ADMINISTRATION	09/24/2023	1,597.40	1,597.40	10/24/2023
3420 VISA		Admin 6864 09	CHECKR-PERSONNEL/TOWN C	09/24/2023	138.78	138.78	10/24/2023
3420 VISA		Animal 2344 09	SMITHS-ANIMAL SHELTER/CON	09/24/2023	180.42	180.42	10/24/2023
3420 VISA		Animal 2344 09	VET APPAREL-ANIMAL SHELTE	09/24/2023	248.95	248.95	10/24/2023
3420 VISA		Animal 2344 09	DOLLAR TREE-ANIMAL SHELTE	09/24/2023	3.75	3.75	10/24/2023
3420 VISA		Animal 2344 09	ALBERTSONS-ANIMAL SHELTE	09/24/2023	87.68	87.68	10/24/2023
3420 VISA		Animal 2344 09	STAPLES-ANIMAL SHELTER/CO	09/24/2023	65.97	65.97	10/24/2023
3420 VISA		Animal 2344 09	DOLLAR TREE-ANIMAL SHELTE	09/24/2023	2.25	2.25	10/24/2023
3420 VISA		Animal 2344 09	VET APPAREL-ANIMAL SHELTE	09/24/2023	1,137.35	1,137.35	10/24/2023
3420 VISA		Animal 2344 09	CHEWY-ANIMAL SHELTER/CON	09/24/2023	34.09	34.09	10/24/2023
3420 VISA		Animal 2344 09	ALPINE MARKET-ANIMAL SHEL	09/24/2023	29.49	29.49	10/24/2023
3420 VISA		Animal 2344 09	DOLLAR TREE-ANIMAL SHELTE	09/24/2023	45.00	45.00	10/24/2023
3420 VISA		Animal 2344 09	PETS PLACE PLUS-ANIMAL SH	09/24/2023	28.78	28.78	10/24/2023
3420 VISA		Animal 2344 09	DOLLAR TREE-ANIMAL SHELTE	09/24/2023	7.50	7.50	10/24/2023
3420 VISA		CD 1016 09/24	PERSEPHONE-COMMUNITY DE	09/24/2023	27.68	27.68	10/24/2023
3420 VISA		CD 1016 09/24	THE SPANISH GROUP-COMMU	09/24/2023	96.22	96.22	10/24/2023
3420 VISA		CD 1016 09/24	STAPLES-COMMUNITY DEVELO	09/24/2023	104.96	104.96	10/24/2023
3420 VISA		CD 1016 09/24	AMAZON-COMMUNITY DEVELO	09/24/2023	7.41	7.41	10/24/2023
3420 VISA		CD 1016 09/24	MAIL CHIMP-COMMUNITY DEV	09/24/2023	69.00	69.00	10/24/2023
3420 VISA		CD 1016 09/24	AMAZON-COMMUNITY DEVELO	09/24/2023	15.89	15.89	10/24/2023
3420 VISA		CD 1016 09/24	CASPER STAR TRIBUNE-COMM	09/24/2023	26.99	26.99	10/24/2023
3420 VISA		Council 8581 0	TETON COUNTY CLERK-TOWN-	09/24/2023	19.55	19.55	10/24/2023
3420 VISA		IT 6908 09/24/2	AMAZON-INFORMATION TECHN	09/24/2023	78.99	78.99	10/24/2023
3420 VISA		IT 6908 09/24/2	APPLE-INFORMATION TECHNO	09/24/2023	83.94	83.94	10/24/2023
3420 VISA		IT 6908 09/24/2	AMAZON-INFORMATION TECHN	09/24/2023	17.29	17.29	10/24/2023
3420 VISA		IT 6908 09/24/2	IPHONE-INFORMATION TECHN	09/24/2023	69.50	69.50	10/24/2023
3420 VISA		IT 6908 09/24/2	OH SNAP-INFORMATION TECH	09/24/2023	31.98	31.98	10/24/2023
3420 VISA		IT 6908 09/24/2	IPHONE-INFORMATION TECHN	09/24/2023	69.50	69.50	10/24/2023
3420 VISA		IT 6908 09/24/2	COSTCO-INFORMATION TECHN	09/24/2023	36.02	36.02	10/24/2023
3420 VISA		IT 6908 09/24/2	IPHONE-INFORMATION TECHN	09/24/2023	69.50	69.50	10/24/2023
3420 VISA		IT 6908 09/24/2	GARMIN-INFORMATION TECHN	09/24/2023	64.95	64.95	10/24/2023
3420 VISA		IT 6908 09/24/2	APPLE-INFORMATION TECHNO	09/24/2023	83.94	83.94	10/24/2023
3420 VISA		IT 6908 09/24/2	AMAZON-INFORMATION TECHN	09/24/2023	16.85	16.85	10/24/2023
3420 VISA		IT 6908 09/24/2	IPHONE-INFORMATION TECHN	09/24/2023	69.50	69.50	10/24/2023
3420 VISA		IT 6908 09/24/2	IPHONE-INFORMATION TECHN	09/24/2023	69.50	69.50	10/24/2023
3420 VISA		IT 6908 09/24/2	DISH-TOWN-WIDE SERVICES	09/24/2023	139.73	139.73	10/24/2023
3420 VISA		IT 6908 09/24/2	APPLE-INFORMATION TECHNO	09/24/2023	83.94	83.94	10/24/2023
3420 VISA		P&B 6098 09/2	PLANETIZEN-PLANNING	09/24/2023	37.49	37.49	10/24/2023
3420 VISA		P&B 6098 09/2	INN AT LANDER-ADMINISTRATI	09/24/2023	95.00	95.00	10/24/2023
3420 VISA		P&B 6098 09/2	AMERICAN PLANNING-PLANNI	09/24/2023	542.00	542.00	10/24/2023
3420 VISA		P&B 6106 09/2	INTERNATIONAL CODE COUNC	09/24/2023	334.14	334.14	10/24/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		P&B 6106 09/2	INTERNATIONAL CODE COUNC	09/24/2023	83.62	83.62	10/24/2023
3420 VISA		P&B 6106 09/2	CLIMATE SOL-MAYOR & TOWN	09/24/2023	428.67	428.67	10/24/2023
3420 VISA		PD 0355 09/24/	LOAF N JUG-POLICE - PATROL	09/24/2023	20.90	20.90	10/24/2023
3420 VISA		PD 0355 09/24/	FIREROCK STEAKHOUSE-POLI	09/24/2023	110.00	110.00	10/24/2023
3420 VISA		PD 0355 09/24/	VISTA PRINT-POLICE - PATROL	09/24/2023	51.93	51.93	10/24/2023
3420 VISA		PD 0355 09/24/	PHILLIPS 66-POLICE - PATROL	09/24/2023	29.68	29.68	10/24/2023
3420 VISA		PD 0355 09/24/	UPS-POLICE - INVESTIGATIONS	09/24/2023	33.38	33.38	10/24/2023
3420 VISA		PD 0355 09/24/	UPS-POLICE - INVESTIGATIONS	09/24/2023	48.15	48.15	10/24/2023
3420 VISA		PD 0355 09/24/	PHILLIPS 66-POLICE - PATROL	09/24/2023	43.21	43.21	10/24/2023
3420 VISA		PD 0355 09/24/	PILOT-POLICE - PATROL	09/24/2023	25.69	25.69	10/24/2023
3420 VISA		PD 1064 09/24/	SAFE LIFE DEFENSE-POLICE -	09/24/2023	1,179.14	1,179.14	10/24/2023
3420 VISA		PD 1064 09/24/	COWBOW COFFEE-POLICE - PA	09/24/2023	212.00	212.00	10/24/2023
3420 VISA		PD 1064 09/24/	GALLS-POLICE - PATROL	09/24/2023	27.77	27.77	10/24/2023
3420 VISA		PD 1064 09/24/	PAYPAL-POLICE - COMMUNITY	09/24/2023	510.00	510.00	10/24/2023
3420 VISA		PD 1064 09/24/	5.11-POLICE - PATROL	09/24/2023	347.68	347.68	10/24/2023
3420 VISA		PD 1064 09/24/	5.11-POLICE - PATROL	09/24/2023	534.24	534.24	10/24/2023
3420 VISA		PD 1064 09/24/	GALLS-POLICE - PATROL	09/24/2023	88.13	88.13	10/24/2023
3420 VISA		PD 1064 09/24/	PEARL STREET BAGELS-POLIC	09/24/2023	200.00	200.00	10/24/2023
3420 VISA		PD 1115 09/24/	DOMINOS-POLICE - PATROL	09/24/2023	108.43	108.43	10/24/2023
3420 VISA		PD 1123 09/24/	HIGH COUNTRY OUTFITTERS-P	09/24/2023	90.00	90.00	10/24/2023
3420 VISA		PD 1255 09/24/	BASIC FORENSIC-POLICE - PAT	09/24/2023	1,362.37	1,362.37	10/24/2023
3420 VISA		PD 1255 09/24/	DELTA-POLICE - INVESTIGATIO	09/24/2023	446.40	446.40	10/24/2023
3420 VISA		PD 1255 09/24/	DELTA-POLICE - INVESTIGATIO	09/24/2023	727.80	727.80	10/24/2023
3420 VISA		PD 1255 09/24/	DELTA-POLICE - INVESTIGATIO	09/24/2023	446.40	446.40	10/24/2023
3420 VISA		PD 6825 09/24/	13 FIFTY APPAREL-POLICE - PA	09/24/2023	355.00	355.00	10/24/2023
3420 VISA		PD 6825 09/24/	AMERICAN RED CROSS-POLIC	09/24/2023	495.00	495.00	10/24/2023
3420 VISA		PD 6825 09/24/	COPS-POLICE - PATROL	09/24/2023	350.00	350.00	10/24/2023
3420 VISA		PW 4142 09/24	HIGH COUNTRY OUTFITTERS-S	09/24/2023	296.79	296.79	10/24/2023
3420 VISA		PW 4142 09/24	ACCESS TRUCK-FLEET SHOP	09/24/2023	218.11	218.11	10/24/2023
3420 VISA		PW 4142 09/24	UNITED-SEWER DEPARTMENT	09/24/2023	72.00	72.00	10/24/2023
3420 VISA		PW 4142 09/24	JME ELLSWORTH-FLEET SHOP	09/24/2023	423.93	423.93	10/24/2023
3420 VISA		PW 4142 09/24	UNITED-SEWER DEPARTMENT	09/24/2023	917.60	917.60	10/24/2023
3420 VISA		PW 4142 09/24	PSI TESTING-SEWER DEPART	09/24/2023	100.00	100.00	10/24/2023
3420 VISA		PW 4142 09/24	AMAZON-FLEET SHOP	09/24/2023	8.59	8.59	10/24/2023
3420 VISA		PW 4704 09/24	PICA'S-TOWN-WIDE SERVICES	09/24/2023	162.53	162.53	10/24/2023
3420 VISA		PW 4704 09/24	PICA'S-TOWN-WIDE SERVICES	09/24/2023	162.54	162.54	10/24/2023
3420 VISA		PW 4704 09/24	AMAZON-EMPLOYEE HOUSING	09/24/2023	30.00	30.00	10/24/2023
3420 VISA		PW 4704 09/24	ALBERTSONS-TOWN-WIDE SE	09/24/2023	17.98	17.98	10/24/2023
3420 VISA		PW 4704 09/24	PICA'S-TOWN-WIDE SERVICES	09/24/2023	162.53	162.53	10/24/2023
3420 VISA		PW 4704 09/24	AMAZON-PUBLIC WORKS	09/24/2023	49.95	49.95	10/24/2023
3420 VISA		PW 4704 09/24	AMAZON-WATER DEPARTMENT	09/24/2023	22.44	22.44	10/24/2023
3420 VISA		PW 4704 09/24	AMAZON-ANIMAL SHELTER/CO	09/24/2023	78.23	78.23	10/24/2023
3420 VISA		PW 4704 09/24	AMAZON-SEWER DEPARTMEN	09/24/2023	71.60	71.60	10/24/2023
3420 VISA		PW 4704 09/24	GENUINE REPLACEMENT PART	09/24/2023	134.68	134.68	10/24/2023
3420 VISA		PW 4704 09/24	AMAZON-PUBLIC WORKS	09/24/2023	116.37	116.37	10/24/2023
3420 VISA		START 1214 0	APTA HOTEL-START	09/24/2023	201.38	201.38	10/24/2023
3420 VISA		START 1214 0	APTA HOTEL-START	09/24/2023	201.38-	201.38-	10/24/2023
3420 VISA		START 1214 0	APTA HOTEL-START	09/24/2023	138.38	138.38	10/24/2023
3420 VISA		START 1214 0	UNITED-START	09/24/2023	134.70	134.70	10/24/2023
3420 VISA		START 1214 0	UNITED-START	09/24/2023	993.50	993.50	10/24/2023
3420 VISA		START 4100 0	SIDEWINDERS-START	09/24/2023	151.90	151.90	10/24/2023
3420 VISA		START 4100 0	COMMUNITY TRANSPORTATIO	09/24/2023	25.00	25.00	10/24/2023
3420 VISA		START 4100 0	ALBERTSONS-START	09/24/2023	48.43	48.43	10/24/2023
3420 VISA		START 4100 0	ALBERTSONS-TOWN-WIDE SE	09/24/2023	557.94	557.94	10/24/2023
3420 VISA		START 4100 0	DOLLAR TREE-START	09/24/2023	3.98	3.98	10/24/2023
3420 VISA		START 4100 0	ALBERTSONS-TOWN-WIDE SE	09/24/2023	66.10	66.10	10/24/2023
3420 VISA		START 4100 0	ALBERTSONS-START	09/24/2023	63.55	63.55	10/24/2023
3420 VISA		START 4100 0	STAPLES-START	09/24/2023	236.40	236.40	10/24/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	Victim 9126 09/	STAPLES-VICTIM SERVICES	09/24/2023	34.98	34.98	10/24/2023
3420	VISA	Victim 9126 09/	4IMPRINT-VICTIM SERVICES	09/24/2023	514.20	514.20	10/24/2023
3420	VISA	Victim 9126 09/	AMAZON-VICTIM SERVICES	09/24/2023	33.90	33.90	10/24/2023
Total 3420:					25,833.12	25,833.12	
5022	VISION SERVICE PLAN - (WY)	818795492	OCTOBER PREMIUM	09/17/2023	1,789.88	1,789.88	10/11/2023
Total 5022:					1,789.88	1,789.88	
517	WAM	17637	2024 CONVENTION SPONSORS	10/10/2023	3,000.00	.00	
Total 517:					3,000.00	.00	
4848	WAMCO LAB, INC.	14857	effluent acute toxicity test	10/20/2023	550.00	.00	
Total 4848:					550.00	.00	
6226	WEST COAST CODE CONSULT	UT23-579-010	FLAT CREEK WORKFORCE	10/03/2023	250.00	.00	
Total 6226:					250.00	.00	
563	WESTBANK SANITATION	4355913TT022	SEWER PLANT	10/01/2023	1,047.79	.00	
563	WESTBANK SANITATION	4358066T022	940 Simon Lane	10/01/2023	90.31	.00	
563	WESTBANK SANITATION	4358933T022	3585 CANADIAN DR	10/01/2023	95.28	.00	
Total 563:					1,233.38	.00	
1640	WESTERN STATE	IN002477533	START BUS BARN	07/31/2023	303.72	.00	
Total 1640:					303.72	.00	
472	WHITE GLOVE CLEANING, INC.	1551B	CLEANING UNIT 15	09/29/2023	102.96	.00	
472	WHITE GLOVE CLEANING, INC.	1558B	HOUSE CLEANING	09/29/2023	163.83	.00	
472	WHITE GLOVE CLEANING, INC.	9137	WINDOW CLANING,TRASH AND	09/30/2023	3,158.13	.00	
472	WHITE GLOVE CLEANING, INC.	9153	CLEANing 2 AND 3 FLOORS	09/30/2023	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	9155	PARKING GARAGE	09/30/2023	250.00	.00	
472	WHITE GLOVE CLEANING, INC.	9157	BUNK HOUSE CLEANING	09/30/2023	125.00	.00	
472	WHITE GLOVE CLEANING, INC.	9179	FOAM SOAP	10/02/2023	210.25	.00	
472	WHITE GLOVE CLEANING, INC.	9183	JUMBO TP SOAP	09/30/2023	221.00	.00	
472	WHITE GLOVE CLEANING, INC.	9184	JUMBO TP AND SOAP	09/30/2023	1,133.50	.00	
472	WHITE GLOVE CLEANING, INC.	9185	JUMBO TP AND SOAP	09/30/2023	601.75	.00	
472	WHITE GLOVE CLEANING, INC.	9186	JUMBO TP AND SOAP	09/30/2023	761.50	.00	
472	WHITE GLOVE CLEANING, INC.	9187	PEAK SERVE TOWEL CASE	09/30/2023	223.50	.00	
Total 472:					7,351.42	.00	
6704	WSP USA ENVIRONMENT & INF	S67132729	stormwater manangement phase	10/17/2023	11,966.90	.00	
Total 6704:					11,966.90	.00	
3619	WY CHILD SUPPORT ENFORCE	102023	case 223670	10/20/2023	34.61	34.61	10/20/2023
3619	WY CHILD SUPPORT ENFORCE	102023	case 223669	10/20/2023	34.61	34.61	10/20/2023
Total 3619:					69.22	69.22	
4139	WY WORKERS' SAFETY & COM	102523	november premium	10/25/2023	19,063.04	19,063.04	10/25/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4139:					19,063.04	19,063.04	
4198	WYOMING FIRST AID & SAFETY	80004684	first aid kit resupply	10/11/2023	104.22	.00	
Total 4198:					104.22	.00	
329	WYOMING RETIREMENT SYST	3097863624	OCTOBER CONTRIBUTIONS	10/25/2023	164,924.64	164,924.64	10/25/2023
Total 329:					164,924.64	164,924.64	
5539	Y2 CONSULTANTS, LLC	20578	PROJECT 21014	09/27/2023	1,932.00	.00	
Total 5539:					1,932.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86988	TRASH	07/31/2023	1,040.00	.00	
2842	YELLOW IRON EXCAVATION, LL	88661	6905 S HWY 22 TRASH	09/30/2023	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	89030	915 SIMON LANE	09/30/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	89410	SNOW KING HOUSING	09/30/2023	480.00	.00	
Total 2842:					1,610.00	.00	
Grand Totals:					1,907,232.58	285,974.78	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR SEPTEMBER 2023**

During the month of September, the Court received \$29,791 in fines, costs, and fees.

39 cases were dismissed: 27 parking violations.

354 charges were filed: 298 parking violations, 53 summons.

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and

Fine, G=Found Guilty at Trial, NG=Found Not Guilty at Trial,

R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,

DA=Deferred Adjudication

CLOSED CASES (Non-Parking only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186005560AC	Animals at Large	BF	100
186005831AC	Animals at Large-2nd offense	BF	150
01643M	Careless Driving	BF	250
99317N	Careless Driving	BF	250
99527N	Careless Driving	BF	100
01395M	Compulsory Auto Insurance	BF	560
99561N	Consume & possess open container alcohol by oper of vehicle	BF	150
99267N	Criminal Entry	BF	500
03036L	Destroying interfering w/property of another	BF	500
03212L	Dog bite causing wound	BF	125
186005832AC	Dogs and Cats prohibited in Town Parks	BF	100
99919N	Driver & Passenger Req. to wear seat belt	BF	25
99922N	Driver & Passenger Req. to wear seat belt	BF	25
99924N	Driver & Passenger Req. to wear seat belt	BF	25
99559N	Expired temporary permit/improper registration	BF	140
98691N	Failure to Obey Traffic Control Device	BF	140
99270N	Firing gun or explosives (except fireworks)	BF	500
98511N	Following too Close	BF	90
98724N	Following too Close	BF	90
01644M	Leaving motor vehicle unattended	BF	50
98721N	Limitations on Backing	BF	100
99057N	Limitations on Backing	BF	90
18503P	Operating Under Suspended or revoked license	BF	225
98106N	Public intoxication	BF	135
98107N	Public intoxication	BF	135
98713N	Public intoxication	BF	135
99271N	Public intoxication	BF	135
99272N	Public intoxication	BF	135
99273N	Public intoxication	BF	135
99501N	Public intoxication	BF	135
99562N	Public intoxication	BF	135
99882N	Public intoxication	BF	135
99557N	Speeding 45/25	BF	160
99135N	Speeding urban - 49/30 mph zone	BF	223
99809N	Speeding urban - 30 mph zone	BF	174
98508N	Stop Sign Violation	BF	140
98723N	Stop Sign Violation	BF	140
99078N	Stop Sign Violation	BF	140
98722N	Turning left at intersection	BF	90
99131N	Valid license plate/temp permit required	BF	70
99304N	Breach of peace	D- Per Town's Motion	0
99305N	Defacing or destroying property	D- Per Town's Motion	0
03032L	Marijuana: use and/or possession	D- Per Town's Motion	0
99263N	Public intoxication	D- Per Town's Motion	0
99303N	Public intoxication	D- Per Town's Motion	0
99880N	Public intoxication	D- Per Town's Motion	0
98385N	Stop Sign Violation	D- Per Town's Motion	0
186005538AC	Unsafe Turning Movement	D- Per Town's Motion	0
98715N	Unsafe Turning Movement	D- TS	0
01557M	Drive/control veh under infl alcohol concentration 0.08% or more	DA - in accordance with WS 7-13-301 Deferred Adjudication	760
01061M	Driving/Control of vehicle while intox	DA - in accordance with WS 7-13-301 Deferred Adjudication	760
00193M	DUI	DA - in accordance with WS 7-13-301 Deferred Adjudication	760
99004N	Dog bite causing wound	NC, R	175
01630M	Duty upon colliding with unattended vehicle or property	NC, R	1464

STAFF REPORT



Meeting Date:	November 06, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Laff Staff (P23-166)	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 Laff Staff has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their improv show season (see attached for 20' x 5' vinyl).

- 105 Buffalo Way, Albertsons:
 - December 3-10, 2023
 - February 11-18, 2024
 - March 3-10, 2024
 - April 14-21, 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 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:
 - December 3-10, 2023
 - February 11-18, 2024
 - March 3-10, 2024
 - April 14-21, 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 (P23-166) for Laff Staff including the three conditions of approval recommended by the Planning Director in this staff report dated November 6, 2023.



5ft

20ft

Only the top 15ft appears from the street. The rest is folded below the sign because we made it too long. There is a green stripe behind "The Laff Staff" and a red stripe behind "Fri & Sat".



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: The Laff Staff Physical Address of Event: 240 S. Glenwood St, Jackson
Description of Event: Improv comedy shows at the Center for the Arts
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Nick Staron c/o The Laff Staff Phone: (216) 389-0498
E-mail: PO Box 3434, Jackson, WY ZIP: 83001
nickstaron@hotmail.com Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>Albertsons</u>
Physical Address: <u>105 Buffalo Way, Jackson</u>	Physical Address: <u>105 Buffalo Way, Jackson</u>
Dates of Display: <u>Dec 3-10, 2023</u>	Dates of Display: <u>Feb 11-18, + March 3-10, 2024</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way, Jackson</u>	Physical Address: _____
Dates of Display: <u>April 14-21, 2024</u>	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
Nick Staron
Applicant Name Printed

9/13/23
Date
Member
Title

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Tribe JH Church Services (P23-174)	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.

Tribe JH has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise church services (see attached for 16' x 20' vinyl).

- 105 Buffalo Way, Albertsons:
 - November 20-24, 2023

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

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way, Albertsons:
 - November 20-24, 2023

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 (P23-174) for Tribe JH Church Serves including the three conditions of approval recommended by the Planning Director in this staff report dated November 6, 2023.

Location: 105 Buffalo Way (Albertson's)
Banner Design: 16' x 13' Blue, Yellow, and White
Material: Vinyl



CHURCH SERVICE

in The VIRGINIAN SALOON

Tuesdays 6PM @ the TMC

For details visit tribejh.com



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: Tribe Services at The Village Physical Address of Event: 750 W Broadway, Jackson

Description of Event: Advertising services & community life

Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 6818 Jackson WY 83001

Phone: 307-220-4500

E-mail: wyomingamanda@gmail.com

ZIP: 83002

Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons

Business/Description: _____

Physical Address: 105 Buffalo Way

Physical Address: _____

Dates of Display: 11-20-23 to 11-24-23

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

Amanda Lack

Applicant Name Printed

9-25-23

Date

volunteer

Title

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Regular – Consent
Submitting Department:	Engineering	Presenter:	Brian Lenz
Agenda Item:	JH Classical Academy Amended and Restated Connection and Use Agreement (E23-0276)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider: 1) an amended and restated wastewater connection and use agreement and 2) an amended and restated water supply agreement between the Town of Jackson and Jackson Hole Classical Academy Foundation ("Connection Agreements").

Requested Action.

Staff requests Council review and consider the Connection Agreements.

Recommendations.

Staff recommends Council approve the Connection Agreements.

Background.

In 2019 the JH Classical Academy made their first request for water and wastewater services from the Town for their new campus at 2500 South Park Loop Road. Town council approved the current connection agreements that are being amended and restated.

At the October 2, 2023 Town Council Regular Meeting, Council approved a sewer connection request for a proposed permanent K-12 school, and existing Field House with Maintenance Addition. The approval considers that the temporary campus will be removed and the new permanent school will replace it. Due to constraints in Town systems, the request was conditioned to:

An Approved Development of a JHCA Phase 2 New School Building and the Existing Fieldhouse for up to 265 students with an average water and wastewater volume of 2400 gallons per day. Water use is for potable and fire suppression uses. This is not approval for any irrigation connections, the JHCA Phase 3 Auditorium and Gymnasium, housing, or other connections for JHCA itself.

Based upon Council direction, Staff negotiated and prepared the amended Connection Agreements attached to this staff report.

Analysis & Key Policy Questions.

Key Policy Question: Does Council approve the Connection Agreements as presented in the attachments to this staff report?

The Connection Agreements memorialize relevant Council required conditions of approval from the (original) June 17, 2019 Council Meeting and the (subsequent) October 2, 2023 Council Meeting and staff recommends approval by Council. All conditions not covered by the Connection Agreements will be met with subsequent agreements or permits.

Possible Alternatives.

Council could alternatively:

1. Approve the Connection Agreements at this Meeting with modifications as directed.
2. Direct staff to further negotiate with the applicant and present revised Connection Agreements at a future Council meeting.
3. Vote against the Connection Agreements.

Comprehensive Plan & Priority Alignment.

While this item does not align with any specific Policy or action in the Comprehensive Plan, it relates to Common Value #1: Ecosystem Stewardship, Principle 1.2 - Preserve and enhance surface water and groundwater quality.

Fiscal Impact.

- Application Fees: The Town charges a \$640 application fee for requests located in the County, and a \$100 per hour rate for staff time. The labor fee for this application is \$1200.
- Ongoing Fees, Charges, Rates in the Connection Agreements: The Connection Agreements themselves provide for the collection of capacity fees (i.e., the fee for the initial capacity being added to the Town water and wastewater systems, respectively), connection costs (i.e., reimbursement/recovery of actual costs expended by the Town for an initial or additional/subsequent connection of users in the County to the Town's water and wastewater systems, respectively), and recurring charges (i.e., the monthly base and usage charges pursuant to Title 13 of the Municipal Code).
- The Connection Agreements themselves do not include a fiscal impact. However, in the final step of the Town's process for connecting parties located within the County, capacity fees will be collected (an additional 5 students from 2019 approval), plus ongoing monthly base and usage charges thereafter pursuant to Title 13 of the Municipal Code.
- Operation and Maintenance of Town Systems Overall: Operation and maintenance costs increase for the sewer collection and treatment systems when additional parties/developments are connected to the Town's sewer system. Additionally, there are corresponding reductions in the Town system's remaining capacity.

Staff Impact.

Drafting and negotiating the Connection Agreements required approximately 8 hours of time for the Town Attorney, with an additional 3 hours from the Town Engineer and Public Works Director, and 1 hour for Administration review for a combined total of approximately 12 hours of staff time.

Attachments or Links.

1. Amended and Restated Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Jackson Hole Classical Academy Foundation
2. Amended and Restated Water Supply Agreement between the Town of Jackson and Jackson Hole Classical Academy Foundation
3. October 2, 2023 Staff Report (E23-0195)

Suggested Motion.

I move to approve, and authorize the Mayor to execute, subject to minor changes by staff:

1. The Amended and Restated Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Jackson Hole Classical Academy Foundation; and.
2. The Amended and Restated Water Supply Agreement between the Town of Jackson and Jackson Hole Classical Academy Foundation.

**AMENDED AND RESTATED WASTEWATER TREATMENT FACILITIES
CONNECTION AND USE AGREEMENT BETWEEN THE
TOWN OF JACKSON AND JACKSON HOLE CLASSICAL ACADEMY FOUNDATION**

This Amended and Restated Wastewater Treatment Facilities Connection and Use Agreement ("Agreement") is made and entered into, to be effective as of the _____ day of _____, 2023 ("Effective Date"), by the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("Utility") and the **JACKSON HOLE CLASSICAL ACADEMY FOUNDATION**, which owns property supporting a private school in the State of Wyoming, of P.O. Box 11655, Jackson, WY 83002 ("JHCA").

RECITALS

WHEREAS, this Agreement amends, restates, and supersedes that certain Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and the Jackson Hole Classical Academy with an effective date of August 14, 2019; and

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains, which specifically includes 3 Creek Ranch Force Main A located along South Park Loop Road, and by means of these facilities makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming ("Utility Wastewater System"); and

WHEREAS, JHCA purchased property outside the Town of Jackson located at Parcel A: Lot 3, Section 7, T40N, R116W, 6th P.M., Teton County, Wyoming; PIDN: 22-40-16-07-3-00-018, and requested permission to connect development consistent with Teton County, Wyoming building permits BDC-2019-0024; BDC-2019-0014; BDC-2019-0015; BDC-2019-0016; and BDC-2019-0017 to the Utility Wastewater System; and

WHEREAS, at the regular meeting of the Town Council on June 17, 2019, the Jackson Town Council voted to approve the development set forth above and subsequently JHCA constructed and connected its wastewater infrastructure ("JHCA Wastewater Conveyance System") to the Utility Wastewater System; and

WHEREAS, at the regular meeting of the Town Council on October 2, 2023, the Jackson Town Council approved a 265-student school with projected average volume of 2400 gallons per day, pursuant to Teton County, Wyoming building permit DC2023-0021 (New School Building) BDC2019-0024 (Existing Fieldhouse) BDC2022-0025 (Maintenance Addition to Fieldhouse) (together "Current Approved Development"); and

NOW THEREFORE, in consideration of the foregoing Recitals, which are expressly incorporated into this Wastewater Agreement, it is hereby agreed by and between the parties as follows:

1. Permission to Connect to the Utility's Wastewater System.

- (a) In accordance with the June 17, 2019 and October 2, 2023 Town Council approvals, JHCA remains authorized to connect to the Utility Wastewater System for the transmission and treatment of wastewater from JHCA.
- (b) This Agreement is exclusive to the one connection set forth in Exhibit A. JHCA has no right to additional wastewater connections for itself nor to increase its wastewater connection service size, except as expressly provided in this Agreement.
- (c) Under this Agreement JHCA has no right to additional wastewater connections or to increase the wastewater connection service size or connect any other user to JHCA's Wastewater Conveyance System, including additional connection(s) for itself.

2. Agreement to Continue Treatment of Wastewater from JHCA.
 - (a) Utility shall continue to receive and properly treat wastewater from the JHCA Wastewater Conveyance System, subject to the terms and conditions of the June 17, 2019 and October 2, 2023 Town Council approvals and the terms and conditions set forth in this Agreement.
3. JHCA Responsibilities.
 - (a) JHCA shall be solely responsible for paying all costs associated with the design, construction, use, operation, maintenance, and repair of its Wastewater Conveyance System, as well as all costs of connecting its System to the Utility's Wastewater Collection System and maintaining the connection.
 - (b) JHCA has obtained, and shall maintain compliance with, a permit to construct water and wastewater mains from the Department of Environmental Quality (DEQ) throughout the duration of its connection to the Utility Wastewater System. This DEQ permit does not relieve JHCA from any duty to obtain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.
 - (c) In the event of a request by any outside party (defined for purposes of this Agreement as any owner of property that is not JHCA) to connect to the Town Wastewater System through JHCA's Wastewater Conveyance System, the following shall apply:
 - i. The JHCA will, as a condition of its approval of the connection, require the Outside Party to contract with a Wyoming licensed professional engineer, or approved equivalent consultant, to conduct a capacity study. The capacity study is intended to evaluate: (i) the total additional potential area, defined for the purposes of this section as the area that the Outside Party is requesting to be served by the JHCA Wastewater Conveyance System (the "Additional Service Area"), whether that full usage is implemented at the time of connection or thereafter; and (ii) the likely impact(s) of the requested connection on the To Utility Wastewater System and the JHCA Wastewater Conveyance System by the Outside Party.
 - ii. The JHCA shall require such Outside Party to use in its study the same methodology as that employed by the Utility 2020 Capacity Study, or such other methodology approved by the Town, as may be updated by the Utility from time to time.
 - iii. Nothing in this Agreement shall prevent the JHCA from rejecting a connection request by an Outside Party. The JHCA, at its sole discretion, reserves the right to deny an Outside Party's connection request for any or no reason, including but not limited to, the findings of the capacity study.
 - (d) In the event of any known damage, infiltration, contamination, or intrusion to the JHCA Wastewater Conveyance System, the JHCA shall promptly notify the Utility of the event, advise the Utility of the measures the JHCA is taking to remedy the problem(s), complete all repairs within a reasonable timeframe, and notify the Utility when all such repairs have been completed.
 - (e) JHCA must maintain its Wastewater Conveyance System consistent with the Utility's maintenance program and shall, upon written notification from the Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming DEQ.
 - (f) Should the Town be notified by state or federal agencies with jurisdiction over the Utility Wastewater System, JHCA's Wastewater Conveyance System, or an Outside Party's wastewater system, that this Agreement, or any system subject to it, is out of compliance with law, regulations, permits, reporting, or deficient in a like way, the JHCA shall timely and fully cooperate with the Utility to remedy the noncompliance or deficiency issue. All parties shall pay the costs

for any necessary remedial work to their own systems; however, any expense(s) incurred by the Utility that are caused by JHCA or an Outside Party shall be reimbursed by the appropriate party.

4. Utility Rates, Charges, and Fees.

- (a) JHCA's wastewater rates, charges, and fees for this Agreement shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with state statute. It is acknowledged and agreed by the Parties that wastewater rates, charges, and fees are subject to change, and changes thereto are applicable to JHCA, despite that it is situated outside the Town's corporate limits. It is also acknowledged and agreed that JHCA, given its location, may have different rates, charges, and fees than users within the Town's corporate limits.
- (b) *Wastewater Capacity Fee.* JHCA agrees to pay a non-refundable Wastewater Capacity Fee for its Current Approved Development that runs with the land prior to connecting to the Utility's collection system in accordance with Jackson Municipal Code Title 13, at the current scheduled fee(s). It is acknowledged and agreed by the parties that if JHCA is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, a new, additional Wastewater Capacity Fee will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.
- (c) *Connection Cost.* JHCA agrees to pay a Wastewater Connection Cost to connect to Utility's Conveyance System equivalent to Utility's materials and labor costs to perform the connection work in accordance with the Jackson Municipal Code. It is acknowledged and agreed by the parties that if JHCA is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, a new, additional Connection Fee will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.
- (d) *Recurring Wastewater Rates.* JHCA agrees to pay wastewater rates for JHCA consistent with the adopted fee schedules of the Town of Jackson in the Jackson Municipal Code, as amended.
- (e) *Base Charge.* JHCA agrees to make regular and normal payment for the collection and treatment of wastewater. Wastewater volume shall be measured through one wastewater meter having a Town-issued readout, or such other meter as the Utility shall approve, in accordance with the Town of Jackson Municipal Code, as amended.
- (f) *Volume Rate.* JHCA agrees to pay for its wastewater volume in accordance with its wastewater class, as determined in the sole discretion of the Utility, pursuant to Jackson Municipal Code, as amended.
- (g) *Billing and Failure to Pay.*
 - i. The Utility will regularly prepare an invoice to JHCA for wastewater supply services and use.
 - ii. The Utility shall have the absolute right to shut off the supply of water to JHCA in the event JHCA fails to pay any valid fee submitted in accordance with standard service policies of the Utility and the Town of Jackson Municipal Code.
 - iii. Utility's billing may include surcharges for extraordinary strength wastes in accordance with the current Town of Jackson ordinances, resolutions, and regulations for such wastewater rates.

5. Limitations on Outside Parties Connection to the JHCA Wastewater Conveyance System.

- (a) The JHCA will only allow an Outside Party to connect to or tap into the JHCA Wastewater Conveyance System, to increase an existing connection service size, add a tap, or increase wastewater volume subject to the following:

- i. Every Outside Party desiring to connect or modify an existing connection to the JHCA Wastewater Conveyance System must first request and obtain permission from the Utility and proceed according to the Utility's process.
- ii. No Outside Party may physically connect to the JHCA Wastewater Conveyance System for the purposes of connecting to the Utility Wastewater System until it has obtained all permits from and paid for all fees and charges to the Utility.
- iii. No Outside Party may physically connect to the JHCA Wastewater Conveyance System until it executes and records with the Teton County Clerk a "JHCA Customer Agreement." The execution of a JHCA Customer Agreement does not discharge or diminish any of the JHCA's own obligations to the Utility under this Agreement.
- iv. Both the Utility and the JHCA shall maintain records of all properties that have been permitted to connect to the Utility Wastewater System, including a map, via the JHCA Wastewater Conveyance System, which records shall be made available to the other party another upon reasonable request. Records shall include the address and PIDN number of the properties connected.

6. JHCA Wastewater Conveyance System Ownership.

- a. Beginning at the point of connection to the Utility-owned system, as defined in the Jackson Municipal Code, the JHCA Wastewater Conveyance System shall be solely owned, operated, maintained, repaired, and replaced by JHCA, who shall be responsible for all related expenses.

7. Design and Construction.

- (a) JHCA shall employ a Wyoming licensed professional engineer for the design and permitting of the system. During construction JHCA shall submit engineer stamped reports, plans, specifications, and calculations related to the system design for the Utility review and approval. The design must include wastewater grinder(s) before the pumping station and a wastewater meter.
- (b) The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction.
- (c) Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata as required by the Town Engineer, and in any other format deemed suitable by the Town Engineer.
- (d) JHCA is solely responsible for construction of all JHCA Wastewater Conveyance System to the point of connection, as defined in the Jackson Municipal Code, with the Utility's Wastewater System.
- (e) JHCA shall follow the more stringent International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, or as directed by the Town Engineer. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.

8. Inspections and Notifications.

- (a) The Utility shall have access to JHCA's Wastewater Conveyance System for the purpose of inspecting and testing of the facility, and for the purpose of monitoring the wastewater flow and strength.
- (b) JHCA shall notify the Utility prior to any modifications to the JHCA Wastewater Conveyance System.

- (c) Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to JHCA's Wastewater Conveyance System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.
- (d) In the event the Town has concerns about contamination, infiltration, intrusion, or any other defect within the JHCA Wastewater Conveyance System, the Utility shall provide written notice of the same to the JHCA. The JHCA shall thereafter, at its sole expense, conduct an inspection and/or testing, make any necessary repairs, and provide written notice to the Utility of all actions taken. If documented infiltration or intrusion persists, or if the JHCA has failed to make a bona fide effort to inspect and test for the issue causing infiltration, contamination, or intrusion upon its actual knowledge of such issue, at its sole expense the JHCA shall hire an engineer to conduct further assessment, and the JHCA shall pursue recommendations of the engineer reasonably necessary to remedy the identified issue(s).

9. Septic, Hazardous and Unapproved Materials Prohibited.

- (a) Septic waste, hazardous materials, or other unapproved substances shall not be introduced into the County or Utility systems without prior written approval from the Town Engineer.

10. Voluntary Termination.

- (a) JHCA has the right to terminate this Wastewater Agreement at any time upon ninety (90) days written notice to Utility of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of JHCA Wastewater Conveyance System to the Utility's wastewater collection system. The JHCA shall notify the Utility in writing of the date disconnection occurred, and shall be responsible for all costs associated with termination and disconnection from Utility's Wastewater System.

11. Liability / Indemnification.

- (a) Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of JHCA's Wastewater Conveyance System.
- (b) JHCA agrees to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from JHCA operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by JHCA.
- (c) JHCA agrees to indemnify the Utility for any violation by JHCA of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation; for related to pretreatment requirements; for costs related to damages resulting from any improper discharge into the Utility's wastewater collection system by JHCA or any of JHCA's users; and/or other activity of JHCA in violation of any rule or law.
- (d) In the event that performance of this Wastewater Agreement is prevented, or interrupted, or water service is discontinued to JHCA for any reason beyond control of the Utility, JHCA agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

12. Enforcement.

- (a) JHCA hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- (b) This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

13. Entire Agreement and Amendment.

- (a) The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

14. Notice.

- (a) Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Utility: Town of Jackson
 Attn: Town Clerk
 P.O. Box 1687
 Jackson, Wyoming 83001

JHCA: Jackson Hole Classical Academy Foundation
 P.O. Box 11655
 Jackson, Wyoming 83002

15. Waiver.

- (a) A waiver by the either party regarding the breach of any of the provisions of this Wastewater Agreement shall not bar the right of the other party to enforce the terms of this Agreement.

16. Binding / Severability.

- (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.
- (b) If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

17. Additional Documents and Acts.

- (a) Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

18. Counterpart; Electronic Signatures.

- (a) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

19. Governing Law, Jurisdiction, Construction.

- (a) This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. 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, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

20. Governmental Immunity.

- (a) Notwithstanding anything to the contrary in this Agreement, the Town of Jackson does not waive its immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

21. Recording.

- (a) Upon execution, this Agreement shall be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming by the District at the sole expense of JHCA.

DATED as of the Effective Date.

JACKSON HOLE CLASSICAL ACADEMY FOUNDATION,

A private corporation
of the State of Wyoming

By: _____
Name: Polly J Friess
Title: Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing was acknowledged before me by Polly Friess, as the Secretary of Jackson Hole Classical Academy Foundation, 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

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

Notary Public

My commission Expires:

- LEGEND**
- S — S — JHCA WASTEWATER CONVEYANCE SYSTEM
 - W — W — JHCA WATER SYSTEM
 - fm — fm — TOWN OF JACKSON WASTEWATER FORCEMAIN
 - 12"W — 12"W — TOWN OF JACKSON WATER MAIN

APPROVED CONNECTION TO
THE UTILITY'S PUBLIC
WATER SUPPLY SYSTEM.

APPROVED CONNECTION TO
THE UTILITY'S WASTEWATER
CONVEYANCE SYSTEM

PROPOSED LOCATION OF BACKFLOW
PREVENTION DEVICE (TOWN OF
JACKSON CONNECTION POINT)

3 CREEK RANCH GOLF CLUB
LOT 138, PLAT 1108
INSTRUMENT #0905555

SOUTH PARK LOOP RD

MAINTENANCE BUILDING ADDITION
EXISTING DEVELOPMENT
BDC2022-0025

EXISTING IRRIGATION
WELL (NOT CONNECTED
TO POTABLE WATER)

EXISTING WATER
METER VAULT

EXISTING SEWER
LIFT STATION

JACKSON HOLE CLASSICAL ACADEMY FOUNDATION
PARCEL A
INSTRUMENT #0970884
T-317A
40.66 ACRES

JACKSON HOLE CLASSICAL ACADEMY FOUNDATION
PARCEL B
INSTRUMENT #0970886

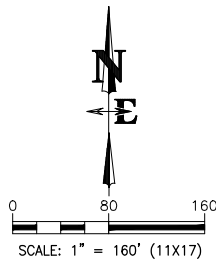
JACKSON HOLE HEREFORD RANCH LLC
HEREFORD RANCH TRACT 18
784 QONS 346-347

FIELDHOUSE/MAINTENANCE BUILDING
CURRENT APPROVED DEVELOPMENT
BDC2019-0024

GILL, ROBERT L. LLC
HEREFORD RANCH TRACT 17
INSTRUMENT #0827670

JACKSON HOLE HEREFORD RANCH LLC
HEREFORD RANCH TRACT 19
784 QONS 346-347

SCHOOL BUILDING
CURRENT APPROVED DEVELOPMENT
BDC2023-0021
265 STUDENTS
2400 AVERAGE GPD



DRAWING NO	EXHIBIT	JOB NO	JOB TITLE	DRAWING TITLE	REV.					
					DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
22-356			JACKSON HOLE CLASSICAL ACADEMY 2550 SOUTH PARK LOOP RD T-317A, PARCEL A	EXHIBIT A TO TOWN OF JACKSON CONNECTION USE AGREEMENT FOR WATER & WASTEWATER	10/24/2023	NE	AL	LB	DD	DD

**AMENDED AND RESTATED WATER SUPPLY AGREEMENT
BETWEEN THE
TOWN OF JACKSON AND HOLE CLASSICAL ACADEMY FOUNDATION**

This Amended and Restated Water Supply Agreement (“Agreement”) is made and entered into, to be effective as of the ____ day of _____, 2023 (“Effective Date”), by the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (the “Utility”) and the **JACKSON HOLE CLASSICAL ACADEMY FOUNDATION**, which owns property supporting a private school in the State of Wyoming, of P.O. Box 11655, Jackson, WY 83002 (“JHCA”).

WITNESSETH:

WHEREAS, this Agreement amends, restates, and supersedes that certain Water Supply Agreement Between the Town of Jackson and the Jackson Hole Classical Academy with an effective date of August 14, 2019; and

WHEREAS, the Utility is the owner and operator of a public water supply and associated facilities, including supply wells, storage tanks, and distribution mains, which specifically includes 3 Creek Watermain X, (“Public Water Supply System”), and by means of these facilities makes potable water supply services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, JHCA purchased property outside the Town of Jackson located at Parcel A: Lot 3, Section 7, T40N, R116W, 6th P.M., Teton County, Wyoming; PIDN: 22-40-16-07-3-00-018, and requested permission to connect development consistent with Teton County, Wyoming building permits BDC-2019-0024; BDC-2019-0014; BDC-2019-0015; BDC-2019-0016; and BDC-2019-0017 to the Utility’s Public Water Supply System; and

WHEREAS, at the regular meeting of the Town Council on June 17, 2019, the Jackson Town Council voted to approve the development set forth above and subsequently JHCA constructed and connected its water infrastructure (“JHCA Water System”) to the Public Water Supply System; and

WHEREAS, at the regular meeting of the Town Council on October 2, 2023, the Jackson Town Council approved a 265-student school with projected average volume of 2400 gallons per day, pursuant to Teton County, Wyoming building permits DC2023-0021 (New School Building) BDC2019-0024 (Existing Fieldhouse) BDC2022-0025 (Maintenance Addition to Fieldhouse) (together “Current Approved Development”); and

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, including the foregoing Recitals, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties on their own behalf or any successor and interest or assign, the Parties mutually covenant and agree as follows:

1. Permission to Connect to the Utility’s Public Water Supply System.

- a. In accordance with the June 17, 2019 and October 2, 2023 Town Council approvals, JHCA remains authorized to connect to the Public Water Supply System.
- b. This Agreement is exclusive to the one connection set forth in Exhibit A. JHCA agrees that water supply provided under this Agreement is for the uses defined herein. This Agreement only entitles JHCA to one (1) water service connection to the Public Water Supply System.

- c. Under this Agreement JHCA has no right to additional water service connections or to increase the water service size or connect any other user to JHCA's Water System, including additional connection(s) for itself.

2. Agreement to Continue to Supply Potable Water.

- a. Utility hereby agrees to continue to supply potable water for use by JHCA for its Current Approved Development, subject to the terms and conditions of the June 17, 2019 and October 2, 2023 Town Council approvals and the terms and conditions set forth herein, any ordinances of the Town of Jackson and the Wyoming State Statutes, and except during emergency repairs and/or when given notice for planned outages.
- b. The Utility shall provide water complying with the Safe Drinking Water Act. JHCA shall provide any additional water treatment needed to provide safe water from JHCA's Water System.

3. JHCA Responsibilities.

- a. JHCA shall be solely responsible for paying all costs associated with the design, permitting, construction, use, operation, maintenance, and repair of the JHCA Water System, as well as all costs of connecting its System to the Public Water Supply System and maintaining the connection.
- b. JHCA has obtained, and shall maintain compliance with, a permit to construct water mains from the Department of Environmental Quality (DEQ) throughout the duration of its connection to the Public Water Supply System. This DEQ permit does not relieve the JHCA from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.
- c. In the event of a request by any outside party (defined for purposes of this Agreement as any owner of property that is not JHCA) to connect to the Public Water Supply System through JHCA's Water System, the following shall apply:
 - i. The JHCA will, as a condition of its approval of the connection, require the Outside Party to contract with a Wyoming licensed professional engineer, or approved equivalent consultant, to conduct a capacity study. The capacity study is intended to evaluate: (i) the total additional potential area, defined for the purposes of this section as the area that the Outside Party is requesting to be served by the JHCA Water System (the "Additional Service Area"), whether that full usage is implemented at the time of connection or thereafter; and (ii) the likely impact(s) of the requested connection on the To Public Water Supply System and the JHCA Water System by the Outside Party.
 - ii. The JHCA shall require such Outside Party to use in its study the same methodology as that employed by the Utility 2020 Capacity Study, or such other methodology approved by the Town, as may be updated by the Utility from time to time.
 - iii. Nothing in this Agreement shall prevent the JHCA from rejecting a connection request by an Outside Party. The JHCA, at its sole discretion, reserves the right to deny an Outside Party's connection request for any or no reason, including but not limited to, the findings of the capacity study.
- d. In the event of any damage, leakage, infiltration, or intrusion to JHCA's Water System, the JHCA shall promptly notify the Utility of the event, advise the Utility of the measures the JHCA is taking to remedy the problem(s), complete all repairs within a reasonable timeframe, and notify the Utility when all such repairs have been completed.
- e. JHCA must maintain its Water System consistent with the Utility's maintenance program and shall, upon written notification from Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming Department of Environmental Quality.

- f. Should the Town be notified by state or federal agencies with jurisdiction over the Public Water Supply System, JHCA's Water System, or an Outside Party's water system, that this Agreement, or any system subject to it, is out of compliance with law, regulations, permits, reporting, or deficient in a like way, the JHCA shall timely and fully cooperate with the Utility to remedy the noncompliance or deficiency issue. All parties shall pay the costs for any necessary remedial work to their own systems; however, any expense(s) incurred by the Utility that are caused by JHCA or an Outside Party shall be reimbursed by the appropriate party.

4. Utility Rates, Charges, and Fees.

- a. JHCA's water rates, charges and fees for this Water Agreement shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with state statute. It is acknowledged and agreed by the Parties that water rates, charges, and fees are subject to change, and changes thereto are applicable to JHCA, despite that it is situated outside the Town's corporate limits. It is also acknowledged and agreed that JHCA, given its location, may have different rates, charges, and fees than users within the Town's corporate limits.
- b. *Water Capacity Fee.* JHCA agrees to pay , non-refundable Water Capacity Fee for its Current Approved Development that runs with the land prior to connecting to the Utility's Public Water Supply in accordance with Jackson Municipal Code, at the current scheduled fee(s). It is acknowledged and agreed by the parties that if JHCA is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, a new, additional Water Capacity Fee will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.
- c. *Connection Cost.* JHCA agrees to pay a Connection Fee to connect to Utility's Public Water Supply System equivalent to Utility's materials and labor costs to perform the connection work in accordance with the Jackson Municipal Code. It is acknowledged and agreed by the parties that if JHCA is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, new, additional Connection Fees will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.
- d. *Recurring Water Rates.* JHCA agrees to pay water rates for JHCA consistent with the adopted fee schedules of the Town of Jackson in Jackson Municipal Code, as amended.
- e. *Base Charge.* JHCA agrees to make regular and normal payment for the supply of water. Water volume shall be measured through one meter and appurtenances issued by the Town pursuant to Jackson Municipal Code, or such other meter as the Utility shall approve, in accordance with the Town of Jackson Municipal Code, as amended.
- f. *Volume Rate.* JHCA agrees to pay for its volume in accordance with Jackson Municipal Code, as amended.
- g. *Billing and Failure to Pay.*
 - i. The Utility will regularly prepare an invoice to JHCA for water supply services and use.
 - ii. The Utility shall have the absolute right to shut off the supply of water to JHCA in the event JHCA fails to pay any valid fee submitted in accordance with standard service policies of the Utility and the Jackson Municipal Code.

5. Limitations on Outside Parties Connection to the JHCA Water System.

- a. The JHCA will only allow an Outside Party to connect to or tap into the JHCA Water System, to increase an existing connection service size, add a tap, or increase wastewater volume subject to the following:

- i. Every Outside Party desiring to connect or modify an existing connection to the JHCA Water System must first request and obtain permission from the Utility and proceed according to the Utility's process.
- ii. No Outside Party may physically connect to the JHCA Water System for the purposes of connecting to the Public Water Supply System until it has obtained all permits from and paid for all fees and charges to the Utility.
- iii. No Outside Party may physically connect to the JHCA Water System until it executes and records with the Teton County Clerk a "JHCA Customer Agreement." The execution of a JHCA Customer Agreement does not discharge or diminish any of the JHCA's own obligations to the Utility under this Agreement.
- iv. Both the Utility and the JHCA shall maintain records of all properties that have been permitted to connect to the Public Water Supply System, including a map, via the JHCA Water System, which records shall be made available to the other party another upon reasonable request. Records shall include the address and PIDN number of the properties connected.

6. JHCA Water System Ownership.

- a. Beginning at the point of connection to the Utility-owned system, as defined in the Jackson Municipal Code, JHCA's Water System shall be solely owned, operated, maintained, repaired, and replaced by JHCA, who shall be responsible for all related expenses.

7. Design and Construction.

- a. JHCA shall employ a Wyoming licensed professional engineer for the design and permitting of its system. During construction JHCA shall submit engineer stamped reports, plans, specifications, and calculations related to its Water System design for Utility review and approval.
- b. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction or as requested by the Utility.
- c. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata as required by the Town Engineer, and in any other format deemed suitable by the Town Engineer.
- d. JHCA is solely responsible for construction of all the JHCA Water System to the point of connection, as defined in the Jackson Municipal Code, with the Public Water Supply System.
- e. JHCA shall follow the more stringent of the International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, or as directed by the Utility. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.
- f. JHCA's Water System shall incorporate a backflow prevention system to protect the Utility's Public Water System. The backflow systems shall be installed and maintained in compliance with the Utility's current Municipal Code and the Wyoming Department of Environmental Quality regulations.

8. Inspections and Notifications.

- a. Utility shall have access to JHCA's Water System for the purpose of inspecting and testing of the facilities, and for the purpose of monitoring for water quality and leaks.
- b. JHCA shall notify the Utility prior to any modifications to the JHCA Water System.

- c. Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to JHCA's Water System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.
- d. In the event the Town has concerns about contamination, infiltration, intrusion, or any other defect within the JHCA Water System, the Utility shall provide written notice of the same to the JHCA. The JHCA shall thereafter, at its sole expense, conduct an inspection and/or testing, make any necessary repairs, and provide written notice to the Utility of all actions taken. If documented infiltration or intrusion persists, or if the JHCA has failed to make a bona fide effort to inspect and test for the issue causing infiltration, contamination, or intrusion upon its actual knowledge of such issue, at its sole expense the JHCA shall hire an engineer to conduct further assessment, and the JHCA shall pursue recommendations of the engineer reasonably necessary to remedy the identified issue(s).

9. Voluntary Termination.

- a. JHCA has the right to terminate this Water Agreement at any time upon ninety (90) days written notice to Utility of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of JHCA Water System from the Utility's Public Water System. The JHCA shall notify the Utility in writing of the date disconnection occurred, and shall be responsible for all costs associated with termination and disconnection from Utility's Public Water Supply System.

10. Liability / Indemnification.

- a. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of JHCA's Water System.
- b. JHCA agrees to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from JHCA operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by JHCA.
- c. JHCA agrees to indemnify the Utility for any violation by JHCA of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation; for related to pretreatment requirements; for costs related to damages resulting from any improper discharge into the Utility's Public Water Supply System by JHCA or any of JHCA's users; and/or other activity of JHCA in violation of any rule or law.
- d. In the event that performance of this Agreement is prevented, or interrupted, or water service is discontinued to JHCA for any reason beyond control of the Utility, JHCA agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

11. Enforcement.

- a. JHCA hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- b. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event any party shall be required to bring an action to enforce its rights pursuant to this Agreement, the

prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

12. Entire Agreement and Amendment.

- a. The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

13. Notice.

- a. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Utility: Town of Jackson
 Attn: Town Clerk
 P.O. Box 1687
 Jackson, Wyoming 83001

JHCA: Jackson Hole Classical Academy Foundation
 P.O. Box 11655
 Jackson, WY 83002

14. Waiver.

- a. A waiver by the either party regarding the breach of any of the provisions of this Water Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

15. Binding Effect / Severability.

- a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns.
- b. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

16. Additional Documents and Acts.

- a. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

17. Counterpart; Electronic Signatures.

- a. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be

deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

18. Governing Law, Jurisdiction, Construction.

- a. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. 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, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

19. Governmental Immunity.

- a. Notwithstanding anything to the contrary in this Agreement, the Town of Jackson does not waive its immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

20. Recording.

- a. Upon execution, this Agreement shall be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming by the District at the sole expense of JHCA.

DATED as of the Effective Date.

**JACKSON HOLE CLASSICAL ACADEMY FOUNDATION,
A private corporation
of the State of Wyoming**

By: _____

Name: Polly J Friess

Title: Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing was acknowledged before me by Polly Friess, as the Secretary of Jackson Hole Classical Academy Foundation, as its _____, 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

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

Notary Public

My commission Expires:

LEGEND

- S S JHCA WASTEWATER CONVEYANCE SYSTEM
- W W JHCA WATER SYSTEM
- fm fm TOWN OF JACKSON WASTEWATER FORCEMAIN
- 12"W 12"W TOWN OF JACKSON WATER MAIN

APPROVED CONNECTION TO THE UTILITY'S PUBLIC WATER SUPPLY SYSTEM.

APPROVED CONNECTION TO THE UTILITY'S WASTEWATER CONVEYANCE SYSTEM

PROPOSED LOCATION OF BACKFLOW PREVENTION DEVICE (TOWN OF JACKSON CONNECTION POINT)

MAINTENANCE BUILDING ADDITION
EXISTING DEVELOPMENT
BDC2022-0025

FIELDHOUSE/MAINTENANCE BUILDING
CURRENT APPROVED DEVELOPMENT
BDC2019-0024

EXISTING IRRIGATION WELL (NOT CONNECTED TO POTABLE WATER)

EXISTING WATER METER VAULT

EXISTING SEWER LIFT STATION

JACKSON HOLE CLASSICAL ACADEMY FOUNDATION
PARCEL A
INSTRUMENT #0970884
T-317A
40.66 ACRES

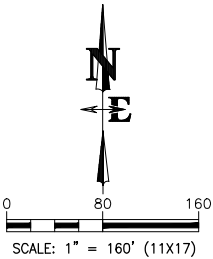
JACKSON HOLE CLASSICAL ACADEMY FOUNDATION
PARCEL B
INSTRUMENT #0970886

JACKSON HOLE HEREFORD RANCH LLC
HEREFORD RANCH TRACT 18
784 QONS 346-347

GILL, ROBERT L. LLC
HEREFORD RANCH TRACT 17
INSTRUMENT #0827670

JACKSON HOLE HEREFORD RANCH LLC
HEREFORD RANCH TRACT 19
784 QONS 346-347

SCHOOL BUILDING
CURRENT APPROVED DEVELOPMENT
BDC2023-0021
265 STUDENTS
2400 AVERAGE GPD



DRAWING NO	JOB TITLE	DRAWING TITLE	REV.				
			DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED
EXHIBIT	JACKSON HOLE CLASSICAL ACADEMY 2550 SOUTH PARK LOOP RD T-317A, PARCEL A	EXHIBIT A TO TOWN OF JACKSON CONNECTION USE AGREEMENT FOR WATER & WASTEWATER	10/24/2023	NE	AL	LB	DD
JOB NO	22-356						

STAFF REPORT



Meeting Date:	2 October 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Jackson Hole Classical Academy – Water and Wastewater Agreement amendments (E23-0195)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider amending the existing Connection and Use Agreements (Existing CUAs) for water and sewer service for the JH Classical Academy (JHCA) for transitioning from their temporary campus to a permanent campus.

Requested Action.

Staff requests Town Council consider the applicant's request "...that previously approved uses / connections be approved for extension and connection to the permanent new school building and *removed* from the interim school buildings / modular units."

Recommendations.

Staff recommends approval of the applicant's request subject to: 1) the conditions of approval; and 2) that the proposed conditions of approval, along with other necessary contract issues/details as required by the Town staff, as set forth in the agreements that will be subject to Council consideration at a future meeting.

Background.

EXISTING AGREEMENTS

In 2019, the JHCA moved their campus from the Community Bible Church located within the Town of Jackson at 1450 South Park Loop Road to a temporary campus located at 2500 South Park Loop Road. The JHCA requested water and sewer service for their new campus (P19-068). Following issues with the Teton County development regulations and JHCA lobbied changes to state statute, JHCA did not have the time to permit and construct private water supply and wastewater treatment systems, and connections to the Town's services were their preference and critical for the school to make its planned opening. While JHCA requested service for a permanent campus, Council approved connection and use agreements for water and sewer services for an interim campus comprised of a school building made up of four connected 2-unit modular buildings and a permanent field house.

The initial request was for 375 Students, a 2-bedroom housing unit, a 3-bedroom housing unit, and a 425-seat auditorium. Following agreement execution, JHCA paid sewer capacity fees for 260 students and a 6-inch water meter; no, irrigation, housing, or auditorium are included in their existing services.

STATUS OF EXISTING SERVICES

In 2021 and 2022 while the JHCA worked to construct an irrigation supply well the JHCA made an unauthorized connection for itself when it connected their irrigation system to their water service. The Town Manager at the time allowed the irrigation use to continue while JHCA finished their irrigation well. The irrigation well has since been completed and the irrigation system connected to it.

During review of this request staff reviewed water and sewer billing history to compare the current request with actual usage and found that water use and wastewater volumes were higher than estimated and inconsistent with prior metered volumes. The volumes were characteristic of leaks in the water system and infiltration to the sewer system. Initial

investigations by JHCA have not produced any obvious sources of the additional volumes. Conditions contained herein address these issues.

SERVICE REQUESTS

The development is located outside of the Town's corporate limits AND is an existing contracted sewer service area. The application presented is a request for Town water and wastewater services for the JHCA's permanent campus.

Please refer to the attached "Site School Plans" map, Figure 1 below and provided as an attachment to this staff report. The current request for service consists of a permanent 265-student school with 40 faculty and 70 staff and a 425-seat auditorium with projected maximum day volumes of 9500 gallons per day (gpd) maximum day and 5700 gpd average day. The volume of this request coincides with the volume of their original request.

Due to a capacity issue within a section of our wastewater collection system that is being investigated as part of other requests for service, and continued water supply challenges in this zone, staff recommends approving 265 students in the permanent school building to be constructed as Phase 2 of 3 for the JHCA campus with projected maximum day volumes of 4000 gpd maximum day and 2400 gpd average day. This is 5 more students than their current approval with acceptable capacity impacts. Additional capacity fees will be collected prior to issuance of a permit to construct the extensions of their existing services. Discussions with the state school construction staff indicate that the proposed school is about the size of a 265-student K-12 school using their preliminary metrics.

In the future when the JHCA decides to build additional facilities they will need to make a new request for additional services at that time. Their infrastructure is built to accommodate a build-out of 9500 gpd maximum day and 5700 gpd average day and additional permits to construct are not required if adequate infrastructure is in place at such time.

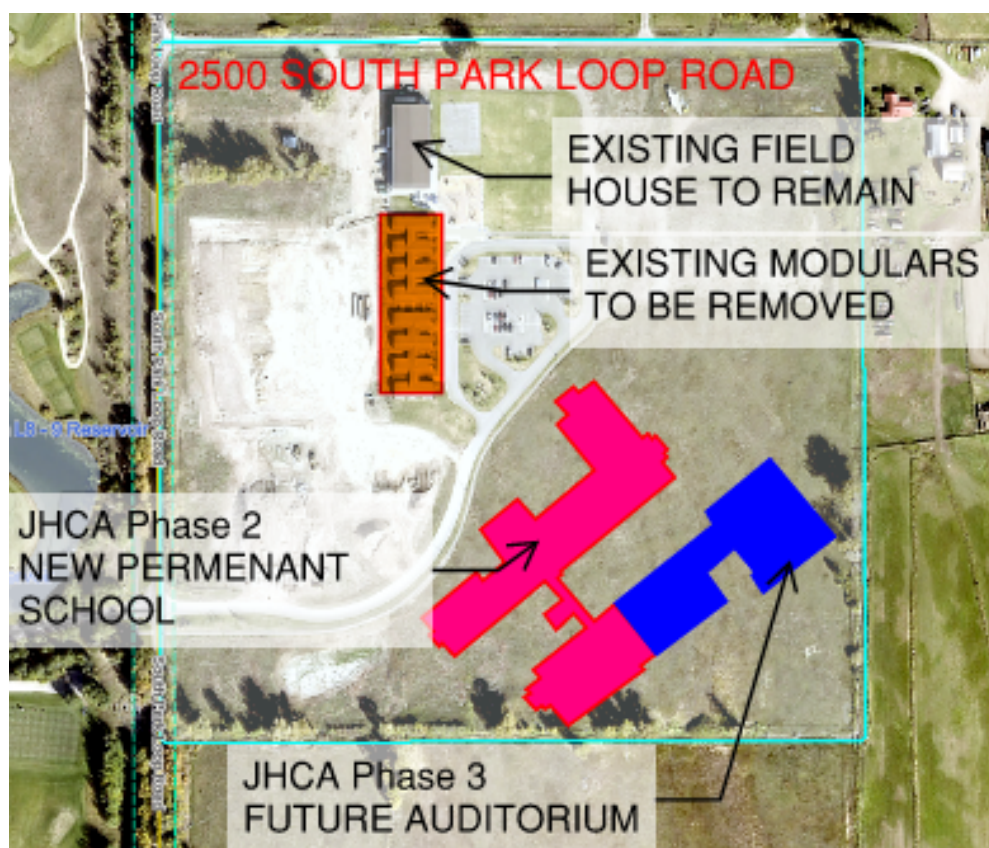


Figure 1. Proposed School Campus Site Plan. See the attached file for more detail.

The existing JHCA systems and new systems would remain privately owned by the Jackson Hole Classical Academy Foundation. The JHCA water and wastewater systems will NOT be owned, operated, or maintained by the Town.

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services, are outside the Town corporate limits, and are outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement (CUA). The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant (and any other relevant parties) to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council, the CUA will be executed and recorded against the property.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

Analysis & Key Policy Questions.

Resolution 21-28 was adopted by Council on November 15, 2021. The resolution established the 3-step process for sewer service requests (described above in the prior section of this staff report) and established eight review factors (described below under "Considerations" in this section) for all water and sewer connection requests outside Town boundaries. As such, staff has considered the following factors in recommending approval:

CONSIDERATIONS

1. Existing Versus New Development
Staff finds that the proposed request is for redevelopment of an existing development that is currently served by Town water and wastewater services. The temporary campus will be replaced by the permanent campus. As presented, the new school has the same student capacity as previously approved for the interim campus.
2. Expanded Service Area and Capacity Timeline
Staff finds this property was considered in the 2020-2021 Capacity Study.
3. Zoning and Development are Consistent with Comprehensive Plan
Staff finds that the development is existing and is being re-developed under state statutes and not Teton County development regulation or the Comprehensive Plan. The applicant has applied for Teton County Building Permits for the new construction.
4. Deed Restricted and/or Workforce Housing
Staff finds there are no existing or proposed deed restricted or workforce housing units included in the application service area.
5. Potential For Reduced Environmental Impact

Staff finds the proposed connection will eliminate a potential source of environment and water quality degradation.

6. Geographical Location

Staff finds that the proposed re-development is located within a parcel served by existing water and wastewater infrastructure that is reasonably accessible and legal access is obtainable.

7. Magnitude of Request

Preference is given to connection requests with minimal impact to the capacity timeline. Staff recommend approving five additional students to the currently approved service level. The full capacity of the applicant's request is not recommended at this time.

8. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The Applicant will be responsible for modeling the impacts the connection would have on facilities downstream of the connection and paying for any and all necessary upgrades required by the connection. Should Council approve this request for water and wastewater service, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's water supply and distribution systems and wastewater collection and treatment systems. Sewage from this connection will flow through the Cottonwood/High School Road sewer that is slated for enlargement in the future. The proposed approval is for existing volumes already conveyed by this line.

Currently, a section of sewer main in High School Road that conveys wastewater from the JHCA system is modeled as exceeding its regulatory capacity. The Town capital improvements plan schedules the line to be upsized in FY2029. Staff are currently reviewing this line and its modeling to determine if there is actual capacity in the line. Until actual capacity is determined or the line is upsized, Wyoming Department of Environmental Quality (WDEQ) may not issue permits to construct. The applicant is aware of the status of the Town's system and the WDEQ permitting and would like to proceed with their existing approved use.

The JHCA systems will be designed, constructed, operated, and maintained by the applicant. Ongoing costs to the Town to provide service, including the need to upgrade existing Town lines through which service will be provided to the JHCA system, will be borne by all users, both inside and outside of the Town jurisdiction.

CONDITIONS OF APPROVAL

If these requests for service are approved by Council at this initial step, staff recommends the following conditions of approval:

- A. This approval is for an Approved Development of a JHCA Phase 2 New School Building and the Existing Fieldhouse for up to 265 students with an average water and wastewater volume of 2400 gallons per day. Water use is for potable and fire suppression uses. This is not approval for any irrigation connections, the JHCA Phase 3 Auditorium and Gymnasium, housing, or other connections for JHCA itself.
- B. Restated agreements based on our current template shall be used for the connection and use agreements.
- C. Connection and Use Agreements for water and wastewater services shall be presented to the Town Council not more than one year from the date of the motion to approve the request for services.
- D. Licensed operators for the water and wastewater systems shall be on record with the EPA and Wyoming DEQ prior to issuance of the Town's County Connection Permit (SWP).
- E. JHCA must install an acceptable backflow prevention device on the water service supply at or near its metering location.

- F. JHCA shall document through photographs and field inspection with the Town that any past irrigation connections to their service have been disconnected and that all existing irrigation connections are to the JHCA irrigation supply well.
- G. JHCA shall continue with due diligence to identify and repair any sources of infiltration and intrusion to their wastewater collection and conveyance system. Failure to reduce water use is a violation of the agreement and the Town may pursue all legal courses of action including shutting off the service.
- H. JHCA shall continue with due diligence to identify and repair any sources of exfiltration or leaking from their water distribution system. Failure to reduce water use is a violation of the agreement and the Town may pursue all legal courses of action including shutting off the service.
- I. Prior to construction of any infrastructure or service connecting to the Town systems and prior to connecting to any existing infrastructure already connected to Town systems, permits for the construction of the new infrastructure/connection must be issued by the Town.
- J. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the development, specifically, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate of \$100.00 per hour, from the initial request through to final permitting.

Possible Alternatives.

- 1. Modify the conditions of approval and approve the request to connect.
- 2. Vote against the request to connect.
- 3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2: Preserve and enhance water and air quality.
 - Policy 1.2.c: Monitor and maintain water quality – calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.

Fiscal Impact.

The Town charges a \$640 application fee for water and sewer service requests located in the County, and a \$100 per hour rate for staff time as described in the Conditions of Approval. One-time capacity fees will be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of issuance of the application for the permit to construct the connection. Fees associated with construction permits will also be charged at the time of connection (step 3 in the Town process for sewer service requests). The ongoing fiscal impact thereafter are the monthly water and wastewater base and usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code.

As recommended for approval, only the sewer capacity for 5 additional students would be collected.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 16 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Water and Wastewater Services will each have the following impacts.

- CUA Drafting: approximately 4-8 hours for Administration and Public Works, and 4-8 hours for Legal, for a total of 16-32 hours.
- CUA Finalization and Staff Reports: 2-6 Hours for each Administration, Legal, and Public Works for a total of 6 to 18 hours.

Step 3: Connection Permits for a system can take 8-24 hours, and each individual connection may require an additional 4-8 hours.

In addition, staff notes that when additional services are connected to the Town's systems, there is a cumulative impact to the Town's operation and maintenance personnel for the water and wastewater collection and treatment systems.

Furthermore, staff notes that these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and administer the CUAs.

The impact to the Town of providing water and wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the systems, the Finance Department that handles the billing, and the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

Attachments or Links.

- JHCA Proposed Site Plans
- Application Materials

Suggested Motion.

I move 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.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: Jackson Hole Classical Academy
Physical Address: 2500 South Park Loop Road
Lot, Subdivision: Lot 3, Sec 7, T40N R116W, Parcel A PIDN: 22-40-16-07-3-00-018

PROPERTY OWNER.

Name: Jackson Hole Classical Academy Foundation Phone: _____
Mailing Address: PO Box 11655, Jackson WY ZIP: 83001
E-mail: frankreichel@comcast .com

APPLICANT/AGENT.

Name: Same as Owner Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

☒ Property Owner ☐ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

☐ Basic Use
☐ Conditional Use
☐ Special Use

Relief from the LDRs

☐ Administrative Adjustment
☐ Variance
☐ Beneficial Use Determination
☐ Appeal of an Admin. Decision

Physical Development

☐ Sketch Plan
☐ Development Plan
☐ Design Review

Subdivision/Development Option

☐ Subdivision Plat
☐ Boundary Adjustment (replat)
☐ Boundary Adjustment (no plat)
☐ Development Option Plan

Interpretations

☐ Formal Interpretation
☐ Zoning Compliance Verification

Amendments to the LDRs

☐ LDR Text Amendment
☐ Map Amendment

Miscellaneous

☒ Other: water sewer request
☐ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: B19-0579 SWP Date of Neighborhood Meeting: _____
Existing Water and Wastewater Use Agreements are also in effect

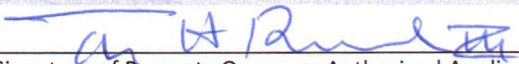
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees. Admin Review elevated to Public Hearing: \$640 - TBD by TOJ
- na **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

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



Signature of Property Owner or Authorized Applicant/Agent
Frank H. Reichel III

Name Printed

07/18/2023

Date
Board Member/Treasurer

Title

July 18, 2022

DD/22-356

Town of Jackson Planning Department

RE: Jackson Hole Classical Academy Foundation (JHCAF) –Water and Sewer Use Request
2500 South Park Loop Road – PIDN 22-40-16-07-3-00-018

Town:

The following information and the attached documents are submitted in accordance with the Checklist for an Application for a Connection and Use Agreement for Water and Sewer Services.

Engineers Report:

All materials are prepared by and sealed by a licensed Wyoming Engineer with experience in designing municipal water and sewer infrastructure. Bradley Ansel Lee, PE is Engineer of Record and David A Dufault PE is Project Manager of civil services provided on the project by Nelson Engineering.

The Jackson Hole Classical Academy Foundation (JHCAF) and the Town of Jackson (TOJ) executed Wastewater and Water Use Agreements in 2019. Currently the JHCAF has planned and is starting construction of additional developments on the 40-acre parcel served by those agreements to complete the campus of the Jackson Hole Classical Academy. The application made in 2019 which led to the Town Council approval of the request to connect, is attached, as well as the executed Use Agreements. Under the 2019 application, the JHCAF provided their anticipated buildout scenario and estimates of water use and wastewater flows. The use agreements executed in 2019, were then approved for not the entire projected uses and request, but instead for just the “Currently Approved Development” which included 5 building permits (the existing field house and an interim school building in four connected 2-unit modular buildings).

The current request being made is essentially the same as the 2019 application which had presented the buildout scenario of the parcel. This application requests that the previously approved uses/connections be approved for extension and connection to the permanent new school building and *removed* from the interim school buildings/modular units. A building permit application for the proposed new school building is currently under review at Teton County Planning and Building Department.

The service area requested to be served under the amended/new Use Agreements is 2500 South Park Loop Road. The service area is the same 40 acre parcel served under the current use agreements.

Service is requested for domestic and fire protection water supply and for wastewater collection, disposal and treatment. Service from the Town water supply provides efficient water supply and life safety fire protection to the campus/service area without need for an independent rural public water supply system. Service is requested for wastewater use because of the proximity to the town collection facilities that already serve 3 Creek Subdivision and due to high groundwater on the service area property that could be adversely affected were the JHCAF required to handle the wastewater on site. Also, since use has also been granted in 2019, the continuation of service and use from the town is practical and consistent with past requests and approvals.

Currently, no alternatives are being considered for water and wastewater because the parcel/service area is already served by Town water and sewer.

The project schedule is to construct the new school building, water and sewer extensions, other site improvements and infrastructure, and remove the interim/modular buildings with completion in August of 2025 so that the new school building can be occupied in the fall of 2025.

The Jackson Hole Classical Academy Foundation will own and be legally responsible for the systems. The JHCAF is also the entity who will execute the Connection and Use Agreements with the Town. The JHCAF will hire a certified Class 1 operator to oversee the water distribution and sewage collection lines and lift station in the service area.

Water metering has been implemented per the 2019 Use Agreements and the approved SWP from 2019. The metering that was installed will continue to be used to meter both the water use as well as the wastewater use. Water and wastewater use are considered essentially the same because there is no irrigation use proposed (The Academy property uses an irrigation well specific to this purpose). The installed meter is a 2" domestic use meter and a 6" meter that can capture the fire flow volume if ever needed. The use request has a single customer: the JHCAF. Delinquency on paying for services is easily addressed by contacting the JHCAF and if ultimately necessary, the closure of a single water main valve.

Water and Sewer Usage:

Projected water demands are presented in the attached documentation (see WDEQ Design Report and attachments).

Estimated volumes and demands requested are conservative based on the JHCAF's anticipated maximum development at buildout of the current and requested service area. The current requested use is the maximum development that the JHCAF is considering at this time.; this includes the existing field house, the new school building and a proposed auditorium that may be added as an addition to the school building in the future.

Estimated demands for the adjacent properties within 500 feet of the proposed service area are ZERO. To the north and east is a single parcel of agricultural ranch land. To the west is 3 Creek Ranch Subdivision and those lands are already served by TOJ or private systems. To the south, the JHCAF owns an additional 40 acres of agricultural land, and those lands are intended to stay agricultural for the foreseeable future. Therefore, the estimated demand for all adjacent properties is zero.

It is understood that any additional development proposed in the future will necessitate a new application for use, such as is the case at this time.

There are no anticipated impacts to the downstream infrastructure. The 2019 application for Use presented and demonstrated that the downstream infrastructure is satisfactory to provide the services to this Campus. The use request has not increased beyond what was presented in 2019. The current water and wastewater use agreements were executed with the knowledge of the buildout of the service area and the volumes and flows requested. Infrastructure installed in 2019 was sized for buildout of the service area.

Sewage characteristic will be typical of a K-12 school campus with bathroom wastewater, cafeterias that discharge waste similar to a restaurant (grease trap will be provided). Also, chemistry and biology laboratories will discharge chemical or biological wastes however, these wastes are first routed through dilution tanks and traps that dilute and neutralize corrosive and harmful chemical waste before it is discharged to the sanitary waste stream.

Plans and Maps:

WDEQ Design Report and proposed water and sewer construction plans and specifications are attached. A vicinity map is included. The Existing site plan illustrates the 40-acre parcel that is the current and proposed service area under the 2019 Use Agreement and the current requested Use Agreement.

The submitted plans indicate the water and sewer connections made in 2-19 to the Town water and Sewer in South Park Loop Road. The plans also indicate, on the Existing Site Plan, where the existing JHCAF water and sewer infrastructure exists and the connections to the existing uses/buildings. The improvement plans indicate the new water and sewer infrastructure and points of connection to the new school building. The plans also indicate that the connections to the interim/modular classrooms will be removed.

No easements or changes in parcel boundaries are proposed.

Permitting:

In 2019 the JHCA applied for and received Right of Way Permits for construction of the connections to the Town infrastructure. The connections completed at that time are proposed to be used under the new Use Agreements so no additional Right of Way permits will be required.

A SWP permit was issued in 2019 for the construction of the connections and extensions to the campus facilities. A new SWP will be submitted for the proposed extensions to the new building and removal of service from the interim buildings.

A submittal to the WDEQ for a Permit to Construct the water and sewer has been made and the permit is pending review and approval.

Private Properties and Systems:

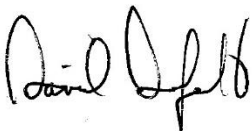
No private properties will be impacted by the project. No private systems are required other than those presented herein that are to be permitted, owned and operated by the JHCAF.

Closing:

Thanks to the Town staff and Town Council for considering this request. The JHCAF is hopeful that the Town recognizes that the current request is consistent with the application for water and sewer use made in 2019 which resulted in the existing use agreements and the connections and infrastructure that the JHCAF has invested. The infrastructure installed under the 2019 agreements and permits was always intended to serve the buildout of the property with this proposed new school building.

Thanks for your consideration.

Submitted by,



David Dufault, PE
Senior Project Manager

Encl.



DD/AL/22-356

July 13, 2023

Jackson Hole Classical Academy Sewer and Water Lines Design Report

PROJECT DESCRIPTION

The Jackson hole Classical Academy (JHCA) has established their current campus location in 2019. Prior WDEQ Permits for water and sewer were used for installation of the connections to the Town of Jackson Municipal sewer collection system and water distribution system (DEQ Permit No. 19-384 and 19-310). These water and sewer installations in 2019 were made to serve a temporary campus (in modular buildings) and a permanent field house which are in use today. This project will extend the previously permitted and installed water and sewer facilities to a permanent school building while also taking the temporary modular building campus offline through proper abandonment of existing service mains to those buildings. Extended water distribution system will also serve numerous fire hydrants to be located on the property.

The service area for this project includes the entire 40-acre parcel located at 2500 South Park Loop Road, and specifically the southeast half of the property (proposed school location). A site vicinity map and existing site plan are included as attachments.

EXISTING WASTEWATER SYSTEM

An existing 8" diameter sewer collection line on site which flows to a duplex sanitary sewer lift station which was designed, permitted and installed under DEQ Permit No. 19-384. The lift station pumps to the Town collection force main via a 6" HDPE pressure sewer. A gravity sewer main is proposed to be extended to serve the new school building by connecting to the existing lift station.

The wastewater ultimately flows to the Town of Jackson's wastewater collection infrastructure and is treated at the Town's Wastewater Treatment Facility south of this project site.

PROPOSED WASTEWATER SYSTEM

Waste lines from the new building will tie into the extended 8-inch diameter sewer line. A 6-inch waste line will be used for the domestic wastewater connection to the proposed collection main. A 4-inch diameter waste line for the kitchen will route to a 2000-gallon grease trap prior to connection to 8-inch diameter sewer line. Existing wastelines that service the modular classrooms will be plugged and abandoned. Existing sewer mains, sewer services to be removed. Sewer mains to be extended, and the proposed service lines from the new building are shown on the attached drawings.

Computations of the projected wastewater flows, pipe sizing and for grease trap sizing are included at the end of this report. Projected max day demand sewer flows based on anticipated occupancy is 8175 gallons per day with an average daily flow of 19.5 gallons per minute. Attenuating the max day demand over an 8hr school day with a peaking factor of 4 returns a peak hour flow of 78 gallons per minute. No industrial or commercial flows are anticipated as part of the proposed development. JHCA's existing

wastewater use agreement contemplates a maximum daily flow of 9360 gallons per day. This agreement is included in the attachments.

WATER SUPPLY

An existing 8-inch diameter water line services the existing campus; this waterline will be extended to a proposed looped waterline around the proposed school building. Fire hydrants and water service to the school will be installed. From the proposed 8-inch diameter waterline and waterline loop, a new 8-inch diameter water service line with shut off valve will stem to the building to provide fire supply to the new school facility. A 4-inch diameter domestic service line will also enter the building, tapped from the 8-inch diameter fire line, and will provide water for the various domestic water uses in the building.

Peak water flows contemplated for the proposed school building include a building fire sprinkler flow rate of 550gpm and a peak domestic demand of 181gpm. Although these flowrates may be adequately conveyed by a 6" and 3" main, respectively, 8" and 4" mains were contemplated by the design drawings for the services to the building. Reducers to connect to internal piping are proposed to occur within the building footprint. Supporting fire sprinkler and domestic fixture unit analysis demand calculations can be made available upon request.

Fire flow analysis for the existing Town of Jackson water system and the proposed development are contemplated by the design calculations submitted under the original water supply project permit. The calculations from the previous permit suggest that a fire flow demand of 1500 gallons per minute can be achieved while maintaining a residual pressure of 31.5 psi.

Existing water mains and the proposed mains and services to the building are shown on the attached drawings.

Respectfully submitted,

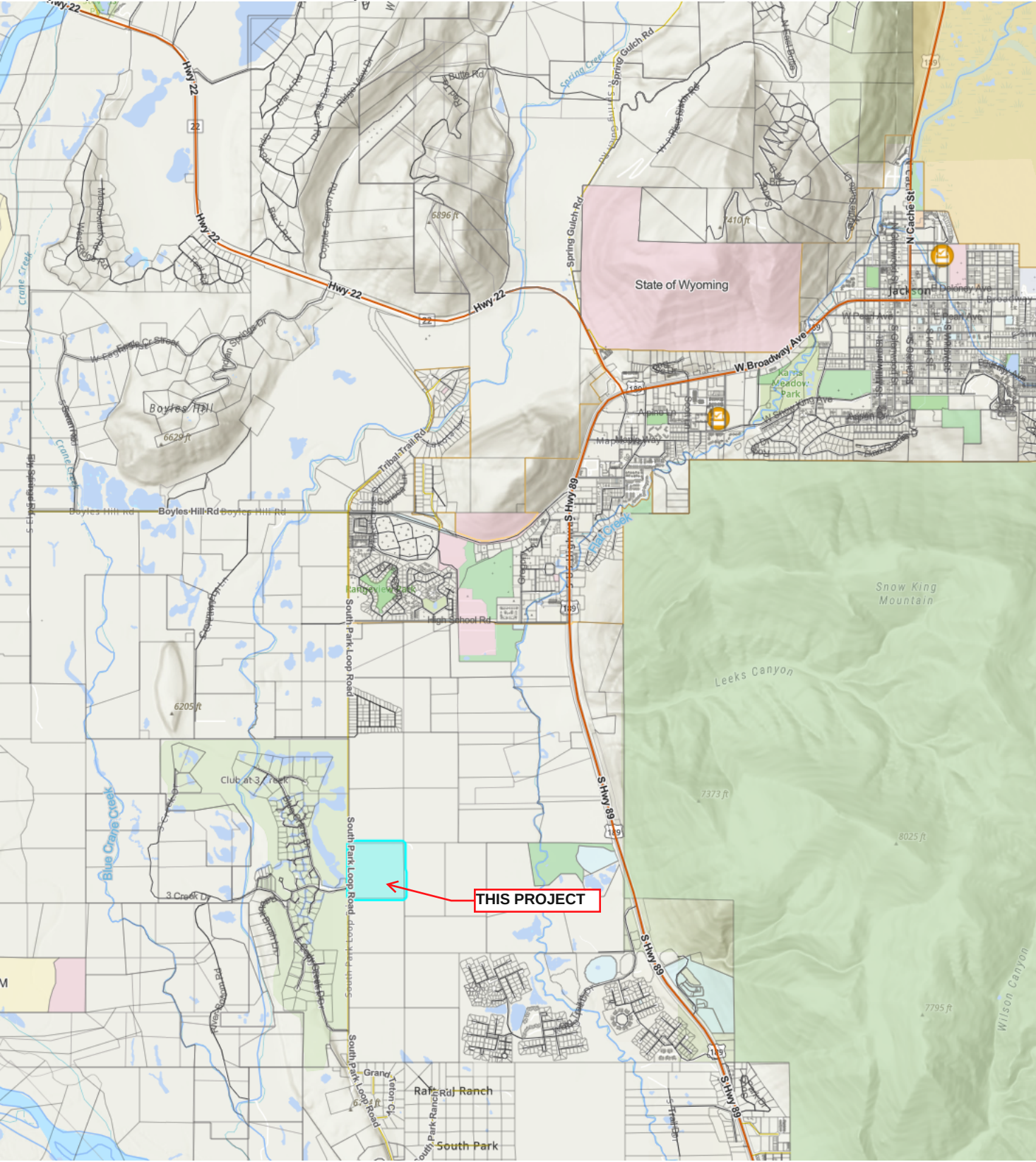


Bradley A. Lee, PE
Project Engineer

Attachments:

- Application for Permit to Construct
- Site Vicinity Map
- Wastewater Average and Maximum Day volumes projections
- Grease Trap Sizing Calculations
- Project Plan Set
- Specifications
- Town of Jackson Wastewater Use Agreement

Vicinity Map - Jackson Hole Classical Academy



0.4 mi

Labels

Mileposts

Water and Wastewater Flow Computation			Max Flow		
Building	Use	No.	gpd/unit	gpd	Notes
Classical Academy School	Students	265	15	3975	
	Faculty	40	15	600	
	Staff	70	15	1050	
	Total	375	max	5625	
Future Auditorium	Capacity	425	6	2550	
	Total	425	max	2550	
Calculated Flows based on Estimates of uses:					
		Totals:	max day	8175	gpd
			ave day	4905	gpd
Current Use Agreement with TOJ:					
Request was made for:		Totals:	max day	9360	gpd

Note: No Irrigation use from TOJ Supply. Separate irrigation well on site.

Peak Hour Flows	78.0	Peaking factor of 4
Average Daily Flow	19.5	over an 8 hour day
Peak Fire Demand for Sprinklers and Hose allowance	550	gpm

Note: Peak sewer flows based on fixture unit analysis is 96.8gpm, per IPC methodology and peak hour water use is 181 gpm based on fixture counts with all phases completed.

Proposed Sewer Diameter of 8" with slope of 0.7% min. Capacity = 524 gpm OK > 96.8 gpm x 2

Static pressure of Water Main at Service Point 8" water main - looped 94 psi Service Pressure at Bldg > 80 psi = OK

Project Name:
Project Number:

Jackson Classical
22071

Date: **23-07-12**

Grease Trap Sizing by IPC

Fixture	Count	D.F.U.	Total D.F.U.
Floor Drain	6	0.0	0
Hand Sink	6	2.0	12
Triple Sink	1	4.0	4
Double Sink	1	2.0	2
Utility Sink	1	2.0	2
Mop Sink Basin	1	3.0	3
Floor Sinks (condensate)	2	1.0	2
Dishwasher	1	4.0	4
		Total	29
Retention Time (Mins)	30	GPM	58
		Capacity Required	1740

We have provided a 2000 gallon grease interceptor

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	To Award Bid # 24-02 for the Procurement of a New Information Technology (IT) Vehicle	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to accept and award Bid# 24-02 for the purchase of a new Ford Transit Van for the Information Technology (IT) Department.

Requested Action.

To approve and award Bid# 24-02 for the purchase of a new Ford Transit Van for the IT Department.

Recommendations.

Staff is requesting that Council review and approve the procurement of a new Ford Transit Van for the IT department.

Background.

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson.

Analysis.

When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular needs, potential vehicle types, and how each vehicle will be used to provide public service. This information is important because each department has been challenged to look for fuel efficiency gains when making new vehicle purchases (when possible).

This vehicle will be purchased for and used by the IT Department. This department is responsible for providing quality, cost-effective computer hardware and software support to the employees and users in all Town of Jackson facilities. The IT Department needs a vehicle to assist in transporting computer equipment and general hardware to Town of Jackson employees. Public Works and the IT Departments recommend using a transit van for increased interior space for hauling equipment, all-wheel drive capabilities, and the ability to transport at least four people at a time.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving and awarding Bid # 24-02
2. Other

Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability
 - Principle 2.3 – Reduce greenhouse gas emissions through transportation
- Chapter 8: Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

We received two bids which are listed below. The lowest bid was \$60,915.00 from Ken Garff of Cheyenne, WY. For the FY24 Budget, we show a budget of \$55,000 for the purchase of a new IT Ford Transit Van. Even though the bid came in at \$5,915 more than budgeted, staff are confident the Central Equipment Fund can fund the additional cost but will require a budget amendment.

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Ken Garff Cheyenne	Ford Transit Van	\$ 62,415.00	\$ 1,500.00	\$ 60,915.00
Fremont Motor Company	Ford Transit Van	\$ 66,450.00	\$ 1,750.00	\$ 64,700.00

Staff Impact.

This item required roughly 5 hours of Public Work staff time to secure bids and develop a staff report. Public Works staff will be impacted in additional labor hours, which are estimated to be 15 hours to prepare the new van for use by the IT department.

Attachments or Links.

- Bid # 24-02 results

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

I move to I move to approve the procurement of Bid # 24-02 for the purchase of a new Information Technology vehicle and award the bid to Ken Garff of Cheyenne, WY, in the amount of \$60,915.00.

BID NUMBER: Bid 24-02

PROJECT NAME: Bid 24-02 Crew / Cargo Van

OPENING DATE &
TIME: 10/5/23 @ 3:00pm

OPENED BY: Riley Taylor & ERIC H H Bruner

Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
1 Ken Starff Cheyenne			N/A		\$62,415. ⁰⁰	
2						
3						
4						
5						
6						



Town of Jackson

BID# : 24-02

CREW/CARGO VAN

BID INSTRUCTIONS AND INFORMATION

- Bid must be signed by a responsible corporate official and be placed in a sealed envelope. Return to:

Town of Jackson
BID 24-02
Riley Taylor
P.O. Box 1687
150 East Pearl Street
Jackson, WY. 83001

Bidder shall mark lower left-hand corner with bid name:

"BID 24-02"

CREW/ CARGO VAN

- Bidder must specify delivery from acceptance of bid by Town. Bid prices shall be F.O.B. Jackson, 450 West Snow King Avenue, Jackson, Wyoming.
- Bids will be accepted until **Thursday, October 5th, 2023, at 3:00 PM.** Bids will be opened and acknowledged at 3:05 PM at the Town Council Chambers, 150 East Pearl Avenue, Jackson, WY.
- These specifications are to be considered as minimums and must be equal to or exceeded. Bid shall be submitted on the enclosed specification form. Bidder must check appropriate yes/no as per specification. Checking **"yes" will mean full compliance and checking "no" will mean an exception is being taken.** All exceptions to minimums shall be listed and explained on a page titled **Bid Exceptions.** The entire specification form shall be filled out to be considered for this project.
- The Town of Jackson reserves the right to waive all irregularities in the bids and to reject all bids.
- Unit bid shall be new and unused.
- Bidder shall enclose a letter on company letterhead detailing the manufacturer warranty, name and address of OEM chassis warranty shop, and warranty details for all added equipment/accessories.
- Per Wyoming Statue 16-6-107 a 5% preference will be given to bidders within the State of Wyoming. Please insert resident certification with bid if applicable.
- The Contract shall be bid to the most responsible certified resident making the responsive proposal, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the WORK to nonresident contractors (W.S. § 16-6-101, et seq.).
- The bidder at the time of bid submittal must furnish a bid bond, or certified cashier's check in the amount equal to five (5%) percent of the total bid if over one hundred thousand dollars (\$100,000.00). Successful bidder's surety shall be returned upon delivery inspection and acceptance of the bid unit.

**TOWN OF JACKSON
CREW/ CARGO VAN
BID#: 24-02**

1) GENERAL DESCRIPTION:

- Y X N___ A. New and unused, Crew/Passenger Van.
- Y X N___ B. Wheelbase between 130" (inches). *148" WB*
- Y___ N X C. No more than GVWR (9250) Ninety-two hundred and fifty pounds. *9400 # GVWR*
- Y X N___ D. All Wheel Drive Single Rear Wheels.
- Y X N___ E. Max Height of 84".

2) ENGINE:

- Y X N___ A. Gas powered 3.5L twin turbo
- Y X N___ B. Cold climate package with factory engine block heater.
- Y X N___ C. Extended life antifreeze protection to minus (-40) forty degrees F.
- Y X N___ D. Heavy duty cooling system.

3) TRANSMISSION:

- Y X N___ A. Ten speed automatics electronically with tow haul mode.
- x Y___ N___ B. External transmission cooler.
- Y X N___ C. Three overdrive gears *Standard 10 speed automatic Transmission*

4) CHASSIS:

- Y X N___ A. Heavy duty rear leaf springs and front MacPherson strut suspension. *Standard T-350 Suspension*
- Y X N___ B. Trailering package.
- Y X N___ C. Trailer hitch receiver.

5) BRAKES:

- Y X N___ A. Heavy duty (4) four-wheel disc brakes.
- Y X N___ B. (4) Four wheel (ABS) anti-locking brake system.

6) TIRES & WHEELS:

- Y X N___ A. (4) Four 235/6516 all season radial tires.
- Y X N___ B. (4) Four (16") sixteen-inch steel wheels.
- Y X N___ C. Full size rim and spare tire.

7) ELECTRICAL SYSTEM:

- Y X N___ A. Heavy duty 700 CCA battery. *760 CCA*
Y X N___ B. 250 AMP alternator.

8) STEERING:

- Y X N___ A. Power steering

9) UPHOLSTERY and TRIM:

- Y X N___ A. Dark Palazzo Gray Cloth
Y X N___ B. Full Length Carpet
Y X N___ C. Medium or Large Center Console
Y X N___ D. Tinted glass windows

10) INSTRUMENTATION:

- Y X N___ A. Speedometer/ trip odometer.
Y X N___ B. Voltmeter gauge.
Y X N___ C. Oil pressure gauge.
Y X N___ D. Engine temperature gauge.
Y X N___ E. Fuel gauge.
Y X N___ F. Tachometer

11) REAR DIFFERENTIAL:

- Y X N___ A. Automatic locking rear axle with 3.73 ratio. - *3.73 Limited Slip Axle*

12) ACCESSORIES and CONVENIENCE ITEMS:

- Y X N___ A. Short Arm Power Adjusting, Heated, Power Folding Mirrors with turn signals -
Y X N___ B. 110-volt AC power outlet. *1200 watt power inverter and outlet.*
Y X N___ C. Heavy duty Heat and Air Conditioning.
Y X N___ D. Blind spot Assist.
Y X N___ E. Front, Side and Reverse sensing systems
Y X N___ F. 360-Degree Camera with Split view.
Y X N___ G. Enhanced Active Park Assist.
Y X N___ H. Remote keyless entry system, single key system, minimum 3 sets of keys, 3 keyless remotes.
Y X N___ I. 12" Multi-Function Display with Connected Navigation.
Y X N___ J. Remote Start.

- Y X N___ K. Rear windows defrost.
Y X N___ L. Reverse Brake assist
Y X N___ M. Full rear compartment lighting
Y X N___ N. Keyless entry keypad
Y X N___ O. Rear Cargo exit handle

13) EXTERIOR:

- Y X N___ A. Exterior paint color-Oxford White.
Y X N___ B. Front painted bumper
Y X N___ C. Full Length Running boards.
Y X N___ D. Halogen projector beam or HID headlamps

14) SEATING:

- Y X N___ A. Front 2(two) 10-way Power Heated seats with armrests
Y X N___ B. Total seating for a minimum of 5 people including driver (6 preferred) 12 person Seating

15) DELIVERY INVOICE:

- Y X N___ A. The bidder shall furnish a copy of the factory invoice listing standard and optional equipment as bid, at time of vehicle delivery.
Y X N___ B. Manufacturer shall provide warranty services for a minimum of three years or 36,000 miles and (5) five years or 100,000 miles powertrain warranty.
Y X N___ C. Warranty repairs to be completed by a dealer operating in Teton County, Wyoming. (Enclosed detailed letter with warranty coverage and the address of the dealer warranty shop.).

16) SPECIFICATIONS:

Make: FORD Model: Transit 350 Year: 2024
Wheel Base: 148 Inches GVWR: 9400 Pounds
Fuel Capacity: 25 Gallons:
Engine: 3.5 Liter: 310 Horse Power@ 5000 RPM'S
Alternator: 250 AMPS Rated. Main Battery: CCA 760
Wheels: 16" Steel wheel
Transmission: 10 speed automatic
Rear Axle Ratio: 3.73 Anti-slip: Yes: X No: Limited-Slip
Tires MFG.: Various Size: 235/116R16 Tread: All season
Warranty Center: Any Ford Dealership Warranty Miles: 36,000 Comprehensive 100,000 Powertrain
Warranty Months: 36 Comprehensive 40 no Powertrain Warranty Engine: 60 months 100,000 miles



Preview Order U900 - X9Y 350 Low Roof Pass AWD: Order Summary Time of Preview: 10/04/2023 08:45:11 Receipt: NA

Dealership Name: Ken Garff Ford Cheyenne

Sales Code : F56422

Dealer Rep.	RONALD DOWNEY	Type	Fleet	Vehicle Line	Transit	Order Code	U900
Customer Name	JACKSON HOLE	Priority Code	M3	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
X9Y0 T350 LR PASS XLT AWD	\$59105	50 STATE EMISSIONS	\$0
148" WHEELBASE	\$0	REVERSE BRAKE ASSIST	\$620
TOTAL BASE VEHICLE	\$59105	KEYLESS ENTRY PAD	\$95
OXFORD WHITE	\$0	HD TRAILER TOW PACKAGE	\$485
CLOTH	\$0	ELEC AIR TEMP CONTROL	\$0
DARK PALAZZO GRAY	\$0	360-DEGREE CAMERA	\$0
PREFERRED EQUIPMENT PKG.302A	\$0	SRW - SILVER STEEL W/ LUGS	\$0
.XLT TRIM	\$0	TRAILER BRAKE CONTROLLER	\$405
3.5L ECOBOOST V6 (GAS)	\$2495	REMOTE START	\$495
.10-SPEED TRANSMISSION	\$0	EXTND LENGTH RUNNING BOARDS	\$655
.235/65R16C BSW ALL-SEASON	\$0	2 ADDITIONAL KEYS	\$75
3.73 LIMITED SLIP AXLE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
JOB #1 ORDER	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	FUEL CHARGE	\$0
FRONT LICENSE PLATE BRACKET	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
9400# GVWR PACKAGE	\$0	PRICED DORA	\$0
10WAY PWR D/P PALAZZO CLOTH	\$875	ADVERTISING ASSESSMENT	\$0
ENGINE BLOCK HEATER (400W)	\$75	DESTINATION & DELIVERY	\$2095

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MSRP

\$67475

NA

\$67475

ORDERING FIN: QL018 END USER FIN: QL018 PO NUMBER: 1

\$ 62,415

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 2063

THIS CERTIFIES THAT:

KGA-CHEY, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY of NOVEMBER TWO THOUSAND AND 22

A handwritten signature in black ink, appearing to read "Michele Johnson".

Michele Johnson, Program Manager

EXPIRATION DATE: 11/1/2023



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0211202217

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

KGA-CHEY, LLC

2 Business name/disregarded entity name, if different from above

KEN GARFF CHEYENNE

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2200 WESTLAND RD

6 City, state, and ZIP code

CHEYENNE, WY 82001

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 7 - 1 1 5 9 8 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Bethany J. Way

Date ►

9/30/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Commercial Vehicle Powertrain Warranty

5-Year / 100,000 miles

Qualified Ford Pro Customers must possess a FIN Code. Gas Powertrain Warranty previously offered on Medium Duty continued. 5-Year/100K Miles - whichever comes first. See your dealer for details.*

Disclosure(s)



Preview Order U999 - X9Y 350 Low Roof Pass AWD: Order Summary Time of Preview: 10/02/2023 11:08:47 Receipt: NA

Dealership Name: Ken Garff Ford Cheyenne

Sales Code : F56422

Dealer Rep.	RONALD DOWNEY	Type	Fleet	Vehicle Line	Transit	Order Code	U999
Customer Name	JACKSON HOLE	Priority Code	M3	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
X9Y0 T350 LR PASS XLT AWD	\$59105	\$56150 REVERSE BRAKE ASSIST	\$620	\$564
148" WHEELBASE	\$0	\$0 KEYLESS ENTRY PAD	\$95	\$87
TOTAL BASE VEHICLE	\$59105	\$54352 HD TRAILER TOW PACKAGE	\$485	\$442
OXFORD WHITE	\$0	\$0 ELEC AIR TEMP CONTROL	\$0	\$0
CLOTH	\$0	\$0 360-DEGREE CAMERA	\$0	\$0
DARK PALAZZO GRAY	\$0	\$0 SRW - SILVER STEEL W/ LUGS	\$0	\$0
PREFERRED EQUIPMENT PKG.302A	\$0	\$0 TRAILER BRAKE CONTROLLER	\$405	\$368
.XLT TRIM	\$0	\$0 REMOTE START	\$495	\$451
3.5L ECOBOOST V6 (GAS)	\$2495	\$2271 EXTND LENGTH RUNNING BOARDS	\$655	\$596
.10-SPEED TRANSMISSION	\$0	\$0 PRICE CONCESSION INDICATOR	\$0	\$0
.235/65R16C BSW ALL-SEASON	\$0	\$0 REMARKS TRAILER	\$0	\$0
3.73 LIMITED SLIP AXLE	\$0	\$0 2 ADDITIONAL KEYS	\$75	\$69
JOB #1 ORDER	\$0	\$0 SPECIAL DEALER ACCOUNT ADJUSTM	\$0	\$-1309
FORD FLEET SPECIAL ADJUSTMENT	\$0	\$-540 SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1798
FRONT LICENSE PLATE BRACKET	\$0	\$0 FUEL CHARGE	\$0	\$14.32
9400# GVWR PACKAGE	\$0	\$0 NET INVOICE FLEET OPTION (B4A)	\$0	\$7
10WAY PWR D/P PALAZZO CLOTH	\$875	\$797 PRICED DORA	\$0	\$0
ENGINE BLOCK HEATER (400W)	\$75	\$69 ADVERTISING ASSESSMENT	\$0	\$0
50 STATE EMISSIONS	\$0	\$0 DESTINATION & DELIVERY	\$2095	\$2095
			MSRP	INVOICE
TOTAL BASE AND OPTIONS			\$67475	\$60333.32
DISCOUNTS			NA	NA
TOTAL			\$67475	\$60333.32

ORDERING FIN: QL018 END USER FIN: QL018 PO NUMBER: 1

INCENTIVES

Acc. Code ID :10 Contract/Ref # :03-726R Bid Date :07/13/23State : WY

DISCOUNTS:

\$-300.00

Customer Name:
Customer Address:Customer Email:
Customer Phone:

X9Y 40333
GPC - 300
Transport 1000
Power. inv. 985 - Van works
Margin 397
\$ 62,415

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

BID PROPOSAL

The undersigned hereby certifies that he/she has examined the specifications and proposes to supply the vehicle(s) in accordance with said specifications.

Bid per Specifications # 24-02: \$ 62,415.00

Trade-in allowance: \$(1560.00)

Total purchase price less trade-in: \$ 60,915.00

Proposed Delivery Date: 90-365 days ARD - Subject to production availability

KGA-Chey, LLC
Name of Firm:

Ron Downey
Authorized Name:

[Signature]
Authorized Signature:

10/4/2023
Date:

rdowney@kengarff.com
E-mail:

307-773-0325 307-638-3335
Area code and phone #:

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	To Award Bid # 24-01 for the Procurement of a New Police Department SUV's	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to accept and award Bid# 24-01 for the purchase of six new all-wheeled drive SUV vehicles for the Police Department.

Requested Action.

To approve and award Bid# 24-01 for the purchase of six new all-wheeled drive SUV vehicles for the Police Department.

Recommendations.

Staff recommends Council approve the procurement of six new all-wheeled drive SUV vehicles for the Police Department.

Background.

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson.

Analysis.

When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular needs, potential vehicle types, and how each vehicle will be used to provide public service. This information is important because each department has been challenged to look for fuel efficiency gains when making new vehicle purchases (when possible).

These vehicles will be purchased for and used by the Police Department. This department is responsible for providing community policing and problem solving, they endeavor to maintain a safe and peaceful environment in which people can live, work, and play. The Police Department uses specific, police designed, all-wheel drive vehicles for higher wheel clearance for snow, all-wheel drive capability, and additional room for extra equipment and police required hardware.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving and awarding Bid# 24-01
2. Other

Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability
 - Principle 2.3 – Reduce greenhouse gas emissions through transportation
- Chapter 8: Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

We received two bids which are listed below. The lowest bid was from Young Automotive Group in the amount of \$238,734.00. For the FY24 Budget, we show a budget of \$437,400.00 for the purchase and complete buildout of six new all-wheeled drive SUV vehicles for the Police Department. The FY24 budget is higher than the cost of procurement because staff builds in additional costs to outfit each patrol car, including purchasing new equipment, radios, etc.

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Young Automotive Group	SUV	\$ 244,134.00	\$ 5,400.00	\$238,734.00
Fremont Motors	SUV	\$ 246,276.00	\$ 6,250.00	\$240,026.00

Staff Impact.

Public Works staff will be impacted by additional labor hours, which are estimated to be 100 hours per vehicle to build each patrol car and prepare for service.

Attachments or Links.

- Bid# 24-01 results

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

I move to approve the procurement of Bid# 24-01 for the purchase of six new all-wheeled drive SUV vehicles and award the bid to Young Automotive Group of Logan, Utah, in the amount of \$238,734.00.

BID NUMBER: Bid 24-01

PROJECT NAME: Bid 24-01 Six AWD SUVs

OPENING DATE &
TIME: 10/5/23 @ 3:00pm

OPENED BY: Riley Taylor & Eric Hiltbner

	Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
1	Young Automotive			N/A		\$40,689. ⁰⁰ \$244,134. ⁰⁰	
2							
3							
4							
5							
6							



Town of Jackson

BID# : 24-01

"SIX AWD SUV"

BID INSTRUCTIONS AND INFORMATION

- Bid must be signed by a responsible corporate official and be placed in a sealed envelope. Return to:

Town of Jackson
BID 24-01
RILEY TAYLOR
P.O. Box 1687
150 East Pearl Street
Jackson, WY. 83001

Bidder shall mark lower left-hand corner with bid name:
"BID 24-01 SIX AWD SUVs"

- Bidder must specify delivery from acceptance of bid by Town. Bid prices shall be F.O.B. Jackson, 450 West Snow King Avenue, Jackson, Wyoming.
- Bids will be accepted until **Thursday, October 5th, 2023, at 3:00 PM.** Bids will be opened and acknowledged at 3:05 PM at the Town Council Chambers, 150 East Pearl Avenue, Jackson, WY.
- These specifications are to be considered as minimums and must be equal to or exceeded. Bid shall be submitted on enclosed specification form. Bidder must check appropriate yes/no as per specification. Checking **"yes" will mean full compliance and checking "no" will mean an exception is being taken.** All exceptions to minimums shall be listed and explained on a page titled **Bid Exceptions.** Entire specification form shall be filled out to be considered for this project.
- The Town of Jackson reserves the right to waive any and/or all irregularities in the bids and to reject any and/or all bids.
- Unit bid shall be new and unused of the latest year and model.
- Bidder shall enclose a letter on company letterhead detailing the manufacturer warranty, name and address of OEM chassis warranty shop, and warranty details for all added equipment/accessories.
- Per Wyoming Statute 16-6-107 a 5% preference will be given to bidders within the State of Wyoming.
- The Contract shall be bid to the most responsible certified resident making the responsive proposal, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the WORK to nonresident contractors (W.S. § 16-6-101, et seq.).
- Bidder at the time of bid submittal must furnish bid bond, or certified cashier's check in the amount equal to five (5%) percent of total bid if over one hundred thousand dollars (\$100,000.00). Successful bidder's surety shall be returned upon delivery inspection and acceptance of bid unit.

TOWN OF JACKSON
"SIX AWD SUVs"
BID#: 24-01

1) GENERAL DESCRIPTION:

- Y X N___ A. Current model, new and unused, AWD SUV.
Y X N___ B. GVWR:6500LBS
Y X N___ C. 24.6 Gallon Fuel Tank.
Y X N___ D. Police vehicle.

2) ENGINE & ENGINE EQUIPMENT:

- Y X N___ A. Fuel injected V6 engine 24V VVT.
Y X N___ B. Engine oil cooler.
Y X N___ C. Single Stainless Exhaust system.
Y X N___ D. EPA Estimated fuel economy 16 to 21 highway or better.

3) TRANSMISSION & TRANSMISSION EQUIPMENT:

- Y X N___ A. Heavy duty automatic transmission with eight (8) speeds.
Y X N___ B. Sequential Shift control.
Y X N___ C. Brake Assist Hill Hold.

4) CHASSIS:

- Y X N___ A. Front and Rear Anti-roll bars.
Y X N___ B. Multi-link rear suspension.

5) BRAKES:

- Y X N___ A. Heavy duty power four-wheel disc brakes with vented rotors.
Y X N___ B. (4) Four wheel (ABS) anti-locking brake system.

6) TIRES & WHEELS:

- Y X N___ A. (5) Five 18"X8.0 painted black steel with Chrome wheel hub cover.
Y X N___ B. (4) Four 265/60R18 On/Off Road Tires.

7) ELECTRICAL SYSTEM:

- Y X N___ A. Battery minimum 650 CCA.
Y X N___ B. 220 AMP Alternator.

8) STEERING:

Y X N ____ A. Electric power assist steering

9) UPHOLSTERY and TRIM:

Y X N ____ A. 1ST row, police grade cloth dual front power buckets

Y X N ____ B. 2ND row 60/40 split bench

Y X N ____ C. Floor- Full Vinyl/Rubber Floor Covering

10) INSTRUMENTATION:

Y X N ____ A. Speedometer/ Odometer/ Tachometer

Y X N ____ B. Engine and Transmission temperature gauges

Y X N ____ C. Fuel gauge

11) REAR DIFFERENTIAL:

Y X N ____ A. Final drive ratio = 3.45

12) ACCESSORIES and CONVENIENCE ITEMS:

Y X N ____ A. Black power outside heated mirrors.

Y X N ____ B. Inside day/night rear view mirror.

Y X N ____ C. Perimeter/Approach Lights.

Y X N ____ D. Convenience light package, dome light.

Y X N ____ E. Deep Tinted Glass.

Y X N ____ F. Parkview back up Camera.

Y X N ____ G. Tire pressure Warning system.

Y X N ____ H. AM/ FM// MP3 Capable/Voice activated hands free phone system/ Clock/ 4 Speaker Radio. programmable steering wheel-mounted controls with 2 LCD Monitors

Y X N ____ I. Air conditioning front/ heavy duty high output heater.

Y X N ____ J. Speed sensitive Variable Intermittent wiper system.

Y X N ____ K. Rear Child Safety Locks.

Y X N ____ L. Remote keyless entry system, single key system, 3 sets of keys, 3 keyless remotes.

Y ____ N X M. Drivers' side black LED spotlight. - NO, will need to add aftermarket

13) PAINT:

Y X N ____ A. Exterior paint color- White.

Y X N ____ B. Interior paint to match exterior.

14) VEHICLE MANUAL:

Y ☒ N ☐

- A. Bidder shall provide one complete set of vehicle repair overhaul and wiring manual, within (30) thirty days of vehicle delivery.

15) DELIVERY INVOICE:

Y ☒ N ☐

- A. Bidder shall furnish a copy of factory invoice listing standard and optional equipment as bid, at time of vehicle delivery.

Y ☒ N ☐

- B. Manufacture shall provide warranty service for a minimum of three years or 36,000 miles.

Y ☒ N ☐

- C. Enclose detailed letter with warranty coverage & address of dealer warranty shop.

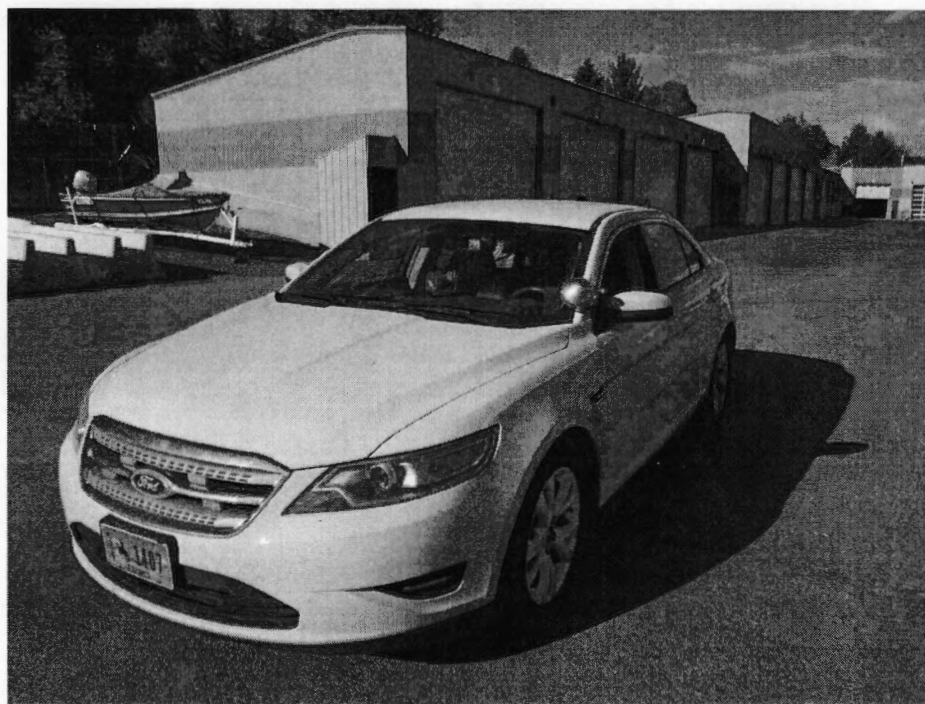
Y ☒ N ☐

- D. Deliver to 450 W Snow King Ave within 30 days.

16) TRADE IN: Police equipment will be removed.

Trade One:

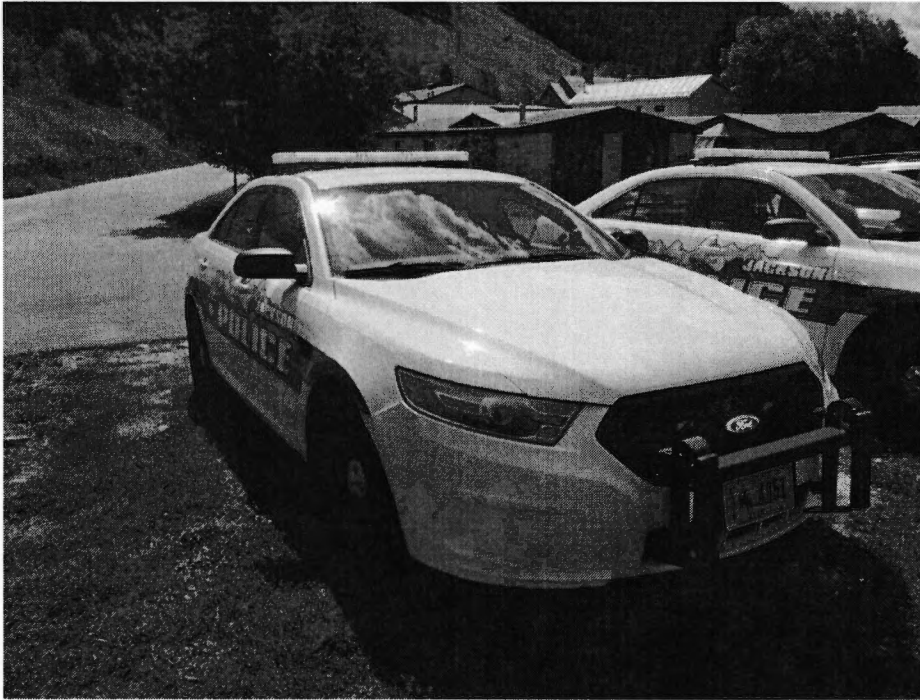
VIN #: 1FAHP2HW1BG156034
BODY: GOOD
INTERIOR: GOOD
ENGINE: 3.5 L
MILES: 99859
TIRES: Approx. 50%





Trade Two: Police equipment will be removed.

VIN #: 1FAHP2M87DG169977
BODY: GOOD
INTERIOR: GOOD
ENGINE: 3.7 L
MILES: 75126
TIRES: Approx 75%





e

17) SPECIFICATIONS:

Make: _____ Model: _____ Year: _____

Wheelbase: _____ Inches Length: _____

AWD/Four Wheel: Yes: _____ No: _____

Drive: _____

Fuel Tank Capacity: Gas: _____ Gallons: _____

MPG City: _____ MPG Highway: _____ MPG Combines: _____

Engine: _____ Liter: _____ Horsepower@ _____ RPM'S

Alternator: _____ AMPS Rated. Battery: _____ CCA

Wheels: _____

Transmission: _____

Rear Axle Ratio: _____

Traction Control: Yes: _____ No: _____ Stability Control: Yes: _____ No: _____

Tires MFG.: _____ Size: _____ Tread: _____

Warranty Center: _____

Warranty Months: _____ Warranty Miles: _____

BID PROPOSAL

The undersigned hereby certifies that he/she has examined the specifications and proposes to supply the vehicle(s) in accordance with said specifications.

Bid per Specifications # 24-01: \$ 40,689.00

Total. 6 vehicles: \$ 244,134.00

Trade Vehicles: \$(5400.00)

Total Price Due: \$ 238,734.00

10/25/2023
Proposed Delivery Date:

Young CJDR
Name of Firm:

Zachary Harvey
Authorized Name:

[Signature] 10/3/2023
Authorized Signature: Date:

zachary.harvey@youngauto.net
E-mail:

801-391-9837
Area code and phone #:



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18)





Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✔ Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$41,415.00
Total Options	\$0.00
Vehicle Subtotal	\$41,415.00
Destination Charge	\$1,595.00
Grand Total	\$43,010.00

Government Inventory Price: \$40,689.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
WDEE75	2023 Dodge Durango Pursuit AWD	\$41,415.00

COLORS

CODE	DESCRIPTION
PXJ	DB Black Clearcoat

ENGINE

CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	\$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DLK	3.45 Rear Axle Ratio (STD)	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WBN	Wheels: 18" x 8.0" Black Steel (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PXJ	DB Black Clearcoat	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✓ Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
Z6K	GVWR: 6,500 lbs (STD)	\$0.00
Options Total		\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)
50 State Emissions
Transmission w/Sequential Shift Control
Full-Time All-Wheel
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Trailer Wiring Harness
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Police/Fire
1650# Maximum Payload
Nivomat Suspension
Front And Rear Anti-Roll Bars
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
HD Suspension
Electric Power-Assist Speed-Sensing Steering
24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8.0" Black Steel (STD)
Tires: 255/60R18 On/Off Road
Wheels w/Chrome Hub Covers

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✔ Complete)

Exterior

Steel Spare Wheel

Compact Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent

Black Side Windows Trim

Body-Colored Door Handles

Chrome Bodyside Insert and Colored Wheel Well Trim

Black Power Heated Side Mirrors w/Manual Folding

Fixed Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Front License Plate Bracket

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Perimeter/Approach Lights

LED Brakelights

Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off

Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: Uconnect 4 w/8.4" Display

Streaming Audio

6 Speakers

GPS Antenna Input

Integrated Center Stack Radio

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✔ Complete)

Entertainment

Integrated Voice Command w/Bluetooth

2 LCD Monitors In The Front

Interior

Front Seats w/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support

4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Leather/Metal-Look Steering Wheel

Front Cupholder

Rear Cupholder

Compass

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Full Cloth Headliner

Interior Trim -inc: Leatherette/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents

Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✓ Complete)

Interior

Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Carpet Floor Trim

Full Vinyl/Rubber Floor Covering

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access and Windows

For More Info, Call 800-643-2112

Google Android Auto

USB Host Flip

Apple CarPlay

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Front Center Armrest w/Storage and Rear Center Armrest

#7 Seat Foam Cushion

Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints

Sentry Key Immobilizer

Air Filtration

3 12V DC Power Outlets

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.



Young Automotive Group

Zach Harvey | 801-391-9837 | zachary.harvey@youngauto.net

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (18) (✓ Complete)

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Blind Spot Detection Blind Spot

Collision Mitigation-Rear

ParkSense with Stop Rear Parking Sensors

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

ParkView Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19975. Data Updated: Jul 19, 2023 6:40:00 PM PDT.

YOUNG CHRYSLER JEEP DODGE RAM
536 N 550 E
MORGAN, UT 840506102

Priced Order Confirmation (POC)

Date Printed: 2023-10-03 4:19 PM VIN: 1C4RDJFG1PC631466 Quantity: 01
Estimated Ship Date: 2023-05-18 1:59 AM VON: 57111519 Status: KZ - Released by plant and
invoiced
Date Ordered: 2022-09-19 7:54 PM Ordered By: S48544P FAN 1:
FAN 2:
Client Code:
Bid Number:
PO Number: BH20220919

Sold to: YOUNG CHRYSLER JEEP DODGE RAM (45638) Ship to: YOUNG CHRYSLER JEEP DODGE RAM (45638)
536 N 550 E 536 N 550 E
MORGAN, UT 840506102 MORGAN, UT 840506102

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	YEP	Manuf Statement of Origin	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3132	Government Incentives	0
Destination Fees:			1,595

Total Price: 43,010 .

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 01
Salesperson:
Customer Name:
Customer Address:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

YOUNG CHRYSLER JEEP DODGE RAM
536 N 550 E
MORGAN, UT 840506102

Priced Order Confirmation (POC)

Date Printed: 2023-10-03 4:20 PM VIN: 1C4RDJFG6PC631446 Quantity: 01
Estimated Ship Date: 2023-05-18 1:59 AM VON: 57111499 Status: KZ - Released by plant and
invoiced
Date Ordered: 2022-09-19 7:54 PM Ordered By: S48544P FAN 1:
FAN 2:
Client Code:
Bid Number:
PO Number: BH20220919

Sold to: Ship to:
YOUNG CHRYSLER JEEP DODGE RAM (45638) YOUNG CHRYSLER JEEP DODGE RAM (45638)
536 N 550 E 536 N 550 E
MORGAN, UT 840506102 MORGAN, UT 840506102

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	YEP	Manuf Statement of Origin	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3132	Government Incentives	0
Destination Fees:			1,595

Total Price: 43,010 .

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 01
Salesperson:
Customer Name:
Customer Address:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

YOUNG CHRYSLER JEEP DODGE RAM
536 N 550 E
MORGAN, UT 840506102

Priced Order Confirmation (POC)

Date Printed:	2023-10-03 4:38 PM	VIN:	1C4RDJFG8PC631464	Quantity:	01
Estimated Ship Date:	2023-05-19 1:59 AM	VON:	57111517	Status:	KZ - Released by plant and invoiced
Date Ordered:	2022-09-19 7:54 PM	Ordered By:	S48544P	FAN 1:	
				FAN 2:	
				Client Code:	
				Bid Number:	
Sold to:		Ship to:		PO Number:	BH20220919
YOUNG CHRYSLER JEEP DODGE RAM (45638)		YOUNG CHRYSLER JEEP DODGE RAM (45638)			
536 N 550 E		536 N 550 E			
MORGAN, UT 840506102		MORGAN, UT 840506102			

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	YEP	Manuf Statement of Origin	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3132	Government Incentives	0
Destination Fees:			1,595

Total Price: 43,010 .

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01
Salesperson:			
Customer Name:			
Customer Address:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

YOUNG CHRYSLER JEEP DODGE RAM
536 N 550 E
MORGAN, UT 840506102

Priced Order Confirmation (POC)

Date Printed:	2023-10-03 4:20 PM	VIN:	1C4RDJFGXPC631465	Quantity:	01
Estimated Ship Date:	2023-05-18 1:59 AM	VON:	57111518	Status:	KZ - Released by plant and invoiced
Date Ordered:	2022-09-19 7:54 PM	Ordered By:	S48544P	FAN 1:	
				FAN 2:	
				Client Code:	
				Bid Number:	
Sold to:		Ship to:		PO Number:	BH20220919
YOUNG CHRYSLER JEEP DODGE RAM (45638)		YOUNG CHRYSLER JEEP DODGE RAM (45638)			
536 N 550 E		536 N 550 E			
MORGAN, UT 840506102		MORGAN, UT 840506102			

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	YEP	Manuf Statement of Origin	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3132	Government Incentives	0
Destination Fees:			1,595

Total Price: 43,010 .

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01
Salesperson:			
Customer Name:			
Customer Address:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

YOUNG CHRYSLER JEEP DODGE RAM
536 N 550 E
MORGAN, UT 840506102

Priced Order Confirmation (POC)

Date Printed:	2023-10-03 4:20 PM	VIN:	1C4RDJFG5PC631468	Quantity:	01
Estimated Ship Date:	2023-05-18 1:59 AM	VON:	57111521	Status:	KZ - Released by plant and invoiced
Date Ordered:	2022-09-19 7:54 PM	Ordered By:	S48544P	FAN 1:	
				FAN 2:	
				Client Code:	
				Bid Number:	
Sold to:		Ship to:		PO Number:	BH20220919
YOUNG CHRYSLER JEEP DODGE RAM (45638)		YOUNG CHRYSLER JEEP DODGE RAM (45638)			
536 N 550 E		536 N 550 E			
MORGAN, UT 840506102		MORGAN, UT 840506102			

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	YEP	Manuf Statement of Origin	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3132	Government Incentives	0
Destination Fees:			1,595

Total Price: 43,010 .

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01
Salesperson:			
Customer Name:			
Customer Address:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

YOUNG CHRYSLER JEEP DODGE RAM
536 N 550 E
MORGAN, UT 840506102

Priced Order Confirmation (POC)

Date Printed:	2023-10-03 4:21 PM	VIN:	1C4RDJFG0PC631460	Quantity:	01
Estimated Ship Date:	2023-05-19 1:59 AM	VON:	57111513	Status:	KZ - Released by plant and invoiced
Date Ordered:	2022-09-19 7:54 PM	Ordered By:	S48544P	FAN 1:	
				FAN 2:	
				Client Code:	
				Bid Number:	
Sold to:		Ship to:		PO Number:	BH20220919
YOUNG CHRYSLER JEEP DODGE RAM (45638)		YOUNG CHRYSLER JEEP DODGE RAM (45638)			
536 N 550 E		536 N 550 E			
MORGAN, UT 840506102		MORGAN, UT 840506102			

Vehicle: **2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)**

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	YEP	Manuf Statement of Origin	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3132	Government Incentives	0
Destination Fees:			1,595

Total Price: **43,010 .**

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01
Salesperson:			
Customer Name:			
Customer Address:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Town Council Meeting
Submitting Department:	Pathways	Presenter:	Brian Schilling
Agenda Item:	915 Maple Way Bike Lane and Public Access Easement	Public Comment	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider a bike lane and public access easement for 915 Maple Way.

Requested Action.

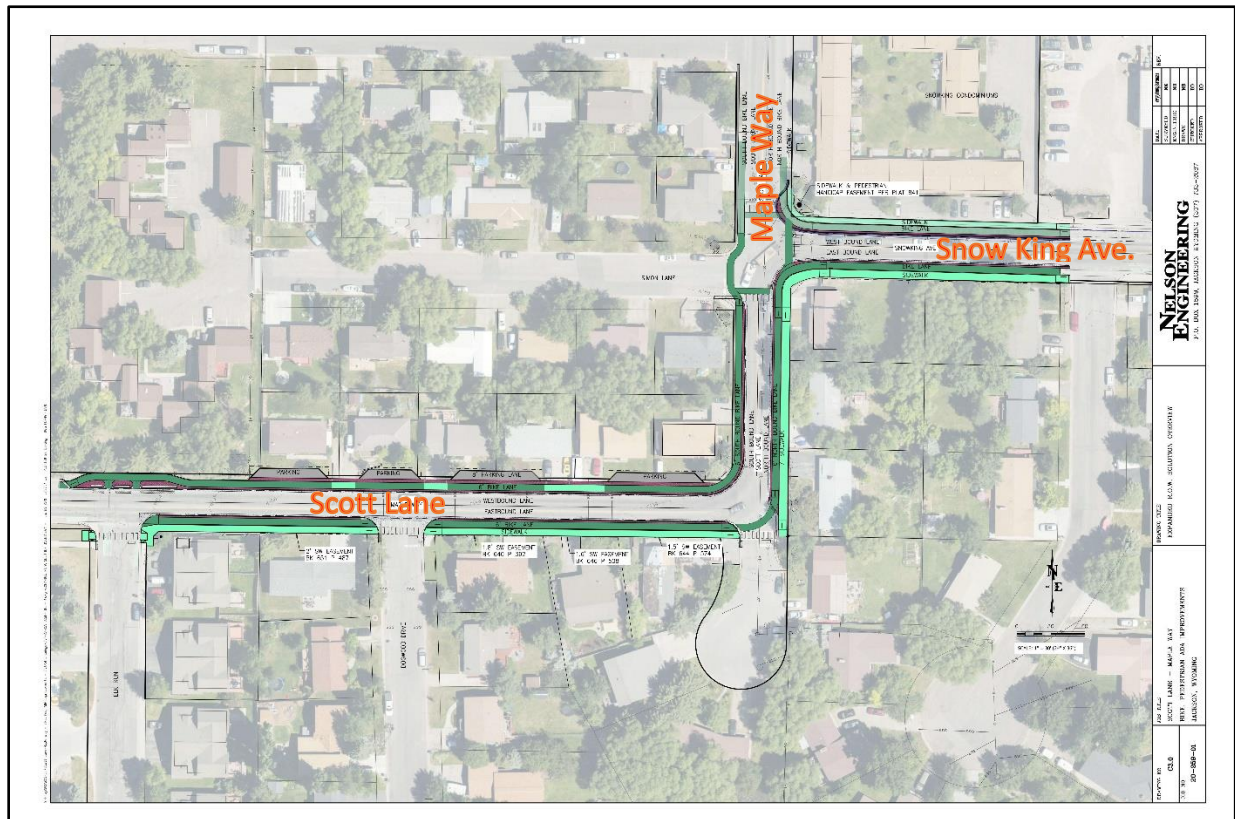
Staff requests that the Town Council approve the 915 Maple Way easement and the payment of \$16,636.20 for just compensation to the property owner.

Recommendations.

Staff recommends approval.

Background.

In 2020 the Town of Jackson was awarded a Transportation Alternatives Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) to design bicycle, pedestrian, and ADA improvements on the primary bike route through the Town of Jackson on Scott Lane and Maple Way between Snow King Avenue and Elk Run Lane. The grant requires that the Town complete the design, environmental clearance, and right-of-way acquisition by December 31st, 2023, and construct the project within ten years. In March 2022, the Town Council approved the concept design for the improvements, which includes protected bike lanes on Scott Lane and Maple Way.



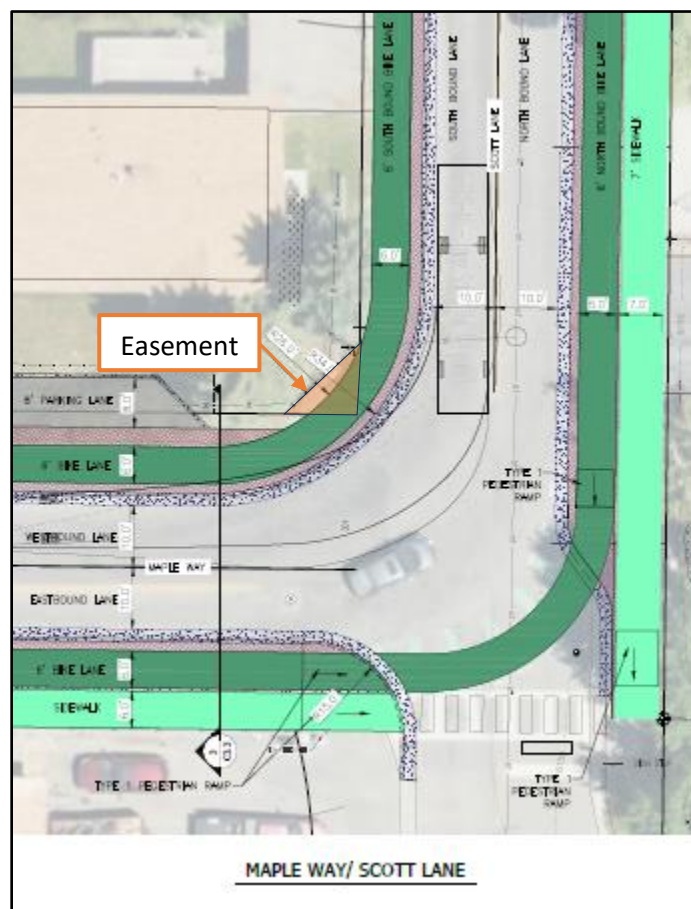
Scott Lane-Maple Way Bike/Ped/ADA Improvements Project Area Overview



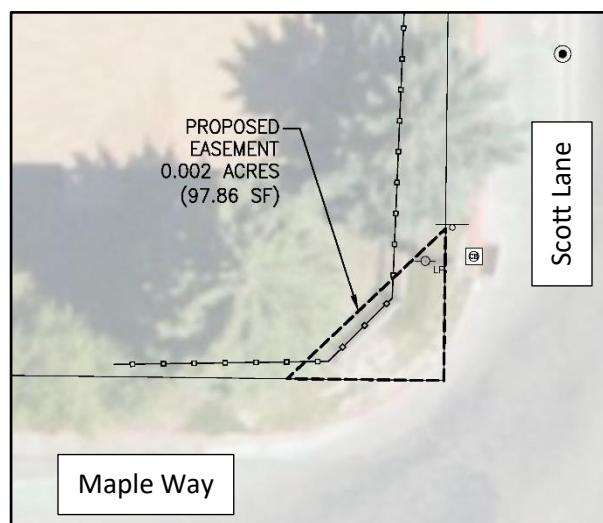
Pinch point on southbound Scott Lane at turn onto Maple Way

One of the key areas targeted for improvement as part of this project is the northwest corner of the Scott Lane/Maple Way intersection, which features a tight right-hand turn that presents a dangerous pinch point for cyclists.

The project design proposes to improve safety at this corner by providing a protected bike lane that will prevent “right hook” crashes caused by turning vehicles encroaching into the bike lane. The current right of way is only 50’ wide and there is not quite enough space to fit all the design elements, which include the vehicular travel lane, the protected bike lane, and the protective buffer between the bike lane and the travel lane. In order to successfully construct the project as designed, a small easement is needed on the southeast corner of the property at 915 Maple Way.



Protected Bike Lane Concept at Maple/Scott Corner



Proposed Easement Detail

The proposed easement is a total of 97.86 sq. ft. and is shown here and in the attached easement description and exhibit. The easement will need to be acquired by the December 31st (2023) project planning deadline or the project will have to be partially redesigned.

Analysis.

The easement will create sufficient space to install a protected (behind a curb) bike lane and a buffer between the bike lane and the vehicle lane, which is considered a critical component of the project. Without the easement, it would be difficult or impossible to construct a protected bike lane around the corner turning from Scott Lane onto Maple Way. This would compromise safety for people on bikes and would fail to remedy one of the most problematic pinch points and safety concerns on the Town's entire bicycle network. Approving the easement will improve the safety of the Town's bicycle network and public infrastructure.

Due to federal funding awarded to support the project, the Town of Jackson is required to follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) (Uniform Act). The Uniform Act requires compensation for property and/or property rights based on fair market value as determined by a certified appraisal. In accordance with the processes established by the Uniform Act, the property owner was offered \$16,636.20 as just compensation for the value of the impacts to the property. This value was based on the appraised fair market value of the property determined by a certified general appraiser licensed in the State of Wyoming.

The property owner has indicated a willingness to grant the easement and accept the Town's offer.

Key policy question: Will the acquisition of the easement increase public safety and will it support the Town's multimodal transportation goals?

As discussed in the Analysis section above, the easement provides a clear benefit to the public and directly supports the Town's transportation goals.

Possible Alternatives.

Possible alternatives include:

1. Approve the easement but offer a different amount to the property owner. Offering a different amount than the appraised value could introduce complications to the process for both the property owner and the Town of Jackson per the federal Uniform Act.
2. Rescind the offer altogether and do not pursue an easement currently at this location.

Comprehensive Plan & Priority Alignment.

This project, which will significantly improve safety for bicyclists and pedestrians, is supported by the foundational principle of the Comprehensive Plan's transportation policy (Section 7), which reads:

Travel by walk, bike, carpool, or transit will be more convenient than travel by single occupancy vehicle.

Principle 7.1 states that the community will "Meet future transportation demand with walk, bike, carpool, transit, and micro-mobility infrastructure." This will be accomplished by creating a transportation network that is an "interconnection of walking, biking, carpool, and transit infrastructure that makes the single-occupancy vehicle the least convenient mode of travel" and includes a network of complete streets that "prioritize the movement of pedestrians [and] bicyclists."

The Comprehensive Plan speaks directly on the concept of Safe Routes to School as part of a TDM strategy, stating as a goal to "Encourage or require students in all grades to use active modes of transportation rather than driving or being driven to school." The project corridor is the primary route for many kids riding to school and other public facilities such as the Library.

The Comprehensive Plan provides very clear direction that the community will prioritize safe, connected networks that promote the use of alternative (active) transportation modes over a system that only encourages single-occupancy vehicle usage. It emphasizes numerous times the concepts of connectivity, safety, and accessibility for users of all ages and abilities, which are all critical components for bicycle networks and are directly related to this project.

The project is also identified in the 2007 Pathways Master Plan and the 2021 Teton Mobility Project (the latest round of community-wide pathways and bicycle/pedestrian master planning).

Fiscal Impact.

The Town of Jackson is required to pay the impacted property owner just compensation for the property and/or property rights for the purposes of constructing the Scott Lane/Maple Way Improvements. Just compensation as determined by the certified general appraiser is in the amount of \$16,636.20. Additional costs to record the easement are approximately \$40. This item was identified during budgeting and approved as part of the FY24 budget.

The just compensation cost does not include the cost of any of the proposed Bike/Ped/ADA improvements that are currently under design. The construction likely will not occur for at least a few years and will be brought back to Council for consideration as a separate item.

Staff Impact.

Pathways staff has spent approximately 40 hours over the course of the last three years on meetings with the property owner, preparing and revising easement documents, coordinating the appraisal and easement description, and general project management. Legal staff has spent approximately 10 hours on easement preparation and revision. A small amount of additional staff time will be needed to execute and record the easement.

Attachments or Links.

1. Easement for Public Access and Town Bike Lane (3 pages)
2. Easement Legal Description Exhibits A and B (2 pages)
3. Written Summary Statement (1 page)

Suggested Motion.

I move to approve the Easement for Public Access and Town Bike Lane, at 915 Maple Way, subject to minor changes by staff, and authorize payment of \$16,636.20 as just compensation to the property owner.

EASEMENT FOR PUBLIC ACCESS AND TOWN BIKE LANE

This Easement for Public Access and Town Bike Lane ("**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between THE JULI A. VAN EENENAAM TRUST, its successors and assigns ("**Grantor**"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**") (the Grantor and the Grantee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**").

RECITALS

WHEREAS, the Grantor is the owner of real property located in Teton County, Wyoming, more particularly described in Exhibit A and shown in Exhibit B attached hereto, over which the Grantee wishes to obtain a right for the public to enter and pass for non-motorized transportation and recreational purposes, under circumstances where the Grantor is provided the immunity from liability set forth in W.S. §34-19-101 (1977) *et seq*; and:

WHEREAS, the Grantee is a municipal corporation that constructs, manages, maintains, repairs, and replaces public bike lane infrastructure, and necessary appurtenances thereto (collectively "**Town Bike Lane**");

WHEREAS, the Grantor is the owner of real property on portions of which the Town of Jackson desires to establish a portion of a Town Bike Lane;

WHEREAS, the Grantor desires to grant an easement to and for the benefit of the Grantee and the public on a portion of the Grantor's Property described in Exhibit A ("**Easement Area**") and further shown in Exhibit B, both attached hereto and made a part hereof by this reference.

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to the Grantee a permanent easement in, on, over, across, and through the Easement Area for the purpose of providing a Town Bike Lane and appurtenances for non-motorized travel (including any "electric bicycle" as defined under Wyoming law), with the free public right of access at any and all times. The Grantee, its agents, employees, and contractors shall have the right of ingress and egress to and from the Easement Area across the Grantor's Property for the purpose of constructing, operating, installing, inspecting, repairing, maintaining, reconstructing and/or replacing the Town Bike Lane which is at any time located in the Easement Area.
2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of Grantor or others.
3. Limitations on Grantor Use. No landscaping, trees or shrubs, buildings, fences, or other structures shall be placed or maintained in the Easement Area or within such proximity to them to interfere with the construction, installation, inspection, operation, use, repair, maintenance, reconstruction, and replacement of the Town Bike Lane located within the Easement Area.
4. Maintenance. Grantor, its successors, and assigns, shall be responsible for all maintenance of the Easement Area, excluding the repair, maintenance, reconstruction, and replacement of the Town Bike Lane and appurtenances or damage to the Easement Area caused by the Grantee, its agents, employees, or contractors, as a result of construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of the Town Bike Lane. Grantor shall not be responsible for any damage to the Town Bike Lane and appurtenances caused by the two existing mature trees immediately north of and adjacent to the Easement Area as shown in Exhibit B. The Grantee shall give the Grantor at least seven (7) calendar days' advance written notice of its intent to exercise its right under this Agreement for any planned work regarding the Easement Area. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, the Grantee shall use reasonable efforts to notify the Grantor of its intent to exercise its right under this Agreement for such emergency or unplanned work.
5. Restoration. Grantee covenants and warrants that the access, ingress, and egress areas of the Grantor's Property that are disturbed by the Grantee's work, shall be restored within thirty (30) days from

completion of the Grantee's work to an equivalent or better condition than found in immediately prior to the commencement of any work done by the Grantee or the Grantee's agents or contractors, but excluding trees that were removed as a result of such work. Trees that are removed by the Grantee's work shall be replanted within thirty (30) days after completion of the Grantee's work, as specified in Paragraph 3 above. It is acknowledged by the parties hereto that the replacement trees will be a minimum of fifteen (15) feet tall but will not be in an equivalent condition than found in immediately prior to the work.

6. Indemnification. Grantee hereby agrees to indemnify the Grantor and to hold the Grantor harmless from and against, any injury to any party acting on behalf of the Grantee during use of the Easement Area for damage or injury caused by (i) the activities of the Grantee, its agents, employees or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of the Town Bike Lane within the Easement Area, or (ii) a defect or condition relating to the Town Bike Lane which did not arise from the acts of the Grantor, its agents, employees, contractors, licensees, invitees, guests, successors or assigns. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless the Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of the Grantor, its successors, assigns, employees, contractors, the public, or any other third party not acting at the direction of or on behalf of the Grantee. Grantor will notify the Grantee in writing within five (5) business days of the Grantor receiving notice of any claims against the Grantor arising from or related to the easement from which the Grantor is or will be seeking indemnification from the Grantee. Failure by the Grantor to timely and properly provide to the Grantee the notice required in this Section shall extinguish and terminate the Grantee's duties and obligations set forth in this Section. Nothing in this Section shall alter, amend, modify, or diminish the existing statutory, constitutional, and legal defenses of the Grantee in relation to such claims under Wyoming law.
7. Relinquishment. Grantor hereby covenants and agrees with the Grantee that should any part of the Easement Area become part of, or lie within the boundaries of, any public right-of-way then, to such extent the easement herein granted lies within such boundary or is a part thereof, the easement shall cease and become null and void and of no further effect and shall be completely relinquished.
8. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns, and successors in interest.
9. Governing Law; Jurisdiction; Construction. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
10. 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.
11. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
12. Governmental Immunity. Grantee does not waive its governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
13. Authority. Grantor covenants that the Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by the Grantors by reason of the installation of the structures referred to herein.
14. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together,

constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

GRANTOR:
THE JULI A. VAN EENENAAM TRUST

By: _____
Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by _____, as _____ of _____.

WITNESS my hand and official seal.

(Seal) _____
Notary Public
My commission expires:

GRANTEE:
TOWN OF JACKSON, WYOMING

By: _____
Hailey Morton Levinson, Mayor

ATTEST:

By: _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

WITNESS my hand and official seal.

(Seal) _____
Notary Public
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION

An easement being located within Lot 48, of Jackson Hole Meadows, Plat No. 191, and within the NE 1/4 SE 1/4, Section 32, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, records of the Office of the Clerk of Teton County and more particularly described as follows:

Beginning at the southeast corner of Said Lot 48, Thence N89°19'08"W along the south line of Said Lot 48, a distance of 14.22 feet;

Thence N46°35'01"E, a distance of 19.78 feet to the easterly property line of Said Lot 48;

Thence S00°39'03"W, a distance of 13.77 feet to the Point of Beginning.

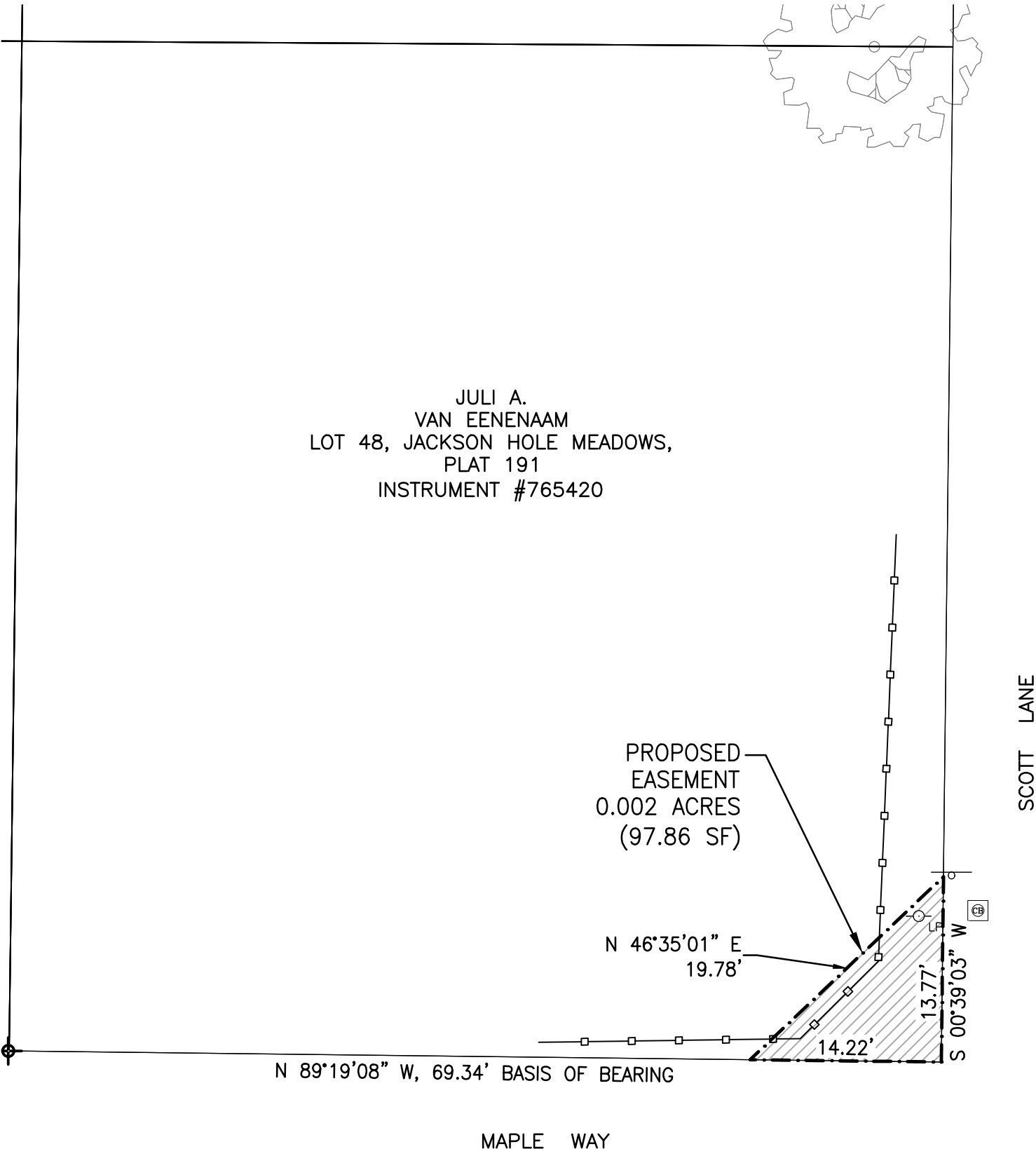
Said easement containing 98 square feet more or less, and is subject to easements, rights-of-way, reservation, and restrictions, of sight and/or of record.

Basis of bearing is N89°19'08"W along the south line of Said Lot 48.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 20-259-01
July 17, 2023

EXHIBIT B

JULI A.
VAN EENENAAM
LOT 48, JACKSON HOLE MEADOWS,
PLAT 191
INSTRUMENT #765420



LEGEND

- = PROPERTY LINE
- . - . - . = PROPOSED EASEMENT LINE
- □ — □ = FENCE LINE
- ○ — = LIGHT POLE LP
- | — = SIGN
- ⊗ = CATCH BASIN



SCALE 1" = 10

LOT 48 JACKSON HOLE MEADOWS
PART OF NE 1/4, SE1/4,
SEC 32, T41N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

DRAWING NO DD	DRAWING TITLE JULI A. VAN EENENAAM PROPOSED EASEMENT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 7/17/2023
JOB NO 20-259-01			ENGINEERED
			DRAWN AR/SK
			CHECKED DD
			APPROVED DD

Written Summary Statement

Owner(s) of Real Property: Juli A. Van Eenenaam, Trustee of the Juli A. Van Eenenaam Trust

Location of Real Property: 915 Maple Way, Jackson, WY 83001

Pursuant to federal law, the following has been prepared in order to fully inform you of the details of the acquisition for a certain portion of your property that is needed for the Scott Lane-Maple Way Bicycle/Pedestrian/ADA Improvements Project at the intersection of Scott Lane and Maple Way.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed project.

1. Existing Property

Legal Description: Lot 48 of the Jackson Hole Meadows Addition to the Town of Jackson, Teton
County, WY, according to the plat recorded in the Office of the Teton County Clerk on
July 16, 1970 as Plat No. 191.

Total Area: 5199.75 sq. ft., more or less

Highest and best use of land: Residential

2. Rights to be Acquired

Fee Simple (Right of Way): sq. ft.

Permanent Pathway Easement: 97.86 sq. ft.

Temporary Construction Easement: sq. ft.

3. Improvements and/or Fixtures to be Acquired

N/A

4. Just Compensation for Property and/or Property Rights to be Acquired

Fee Simple (Right of Way) sq. ft. X \$ / sq. ft. = \$

Permanent Pathway Access Easement 97.86 sq. ft. X \$ 170.00 / sq. ft. = \$ 16,636.20

Temporary Construction Easement sq. ft. X \$ / sq. ft. = \$

Damage to the Remainder Property (if any) = \$

Total Compensation in the Amount of = \$ 16,636.20

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Regular – Consent
Submitting Department:	Engineering	Presenter:	Brian Lenz
Agenda Item:	Temporary Construction Easement for 180 East Deloney Sidewalk (E23-0321)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a temporary construction easement agreement between the Town of Jackson and the Rendezvous Land Conservancy (“Easement”) for the re-construction of sidewalk to connect with new Bruun sidewalk.

Requested Action.

Staff requests Council review and consider the Easement.

Recommendations.

Staff recommends Council approve the Easement.

Background.

At the March 6, 2023 Town Council Regular Meeting, Council approved a Public Access & Sidewalk Agreement for the Rendezvous Land Conservancy (RLC) Greenspace at 180 E Deloney. The easement comprises the western two feet of the lot along Bruun Blvd. At the August 21, 2023 Town Council Meeting, Council approved a Development Agreement and directed staff to amend the budget to construct the new sidewalk in the easement. Beginning in September the contractor began construction of the sidewalk. Due to site conditions, it was not possible to construct the sidewalk such that it connected with the Greenspace path and tied into road grades. The proposed solution involves removing and reconstructing about 130 square feet of the Greenspace pathway to make the connection within ADA tolerances. RLC has required that we do the work with a Temporary Construction and Access Easement. Staff negotiated and prepared the amended Agreement, attached to this staff report.

Analysis & Key Policy Questions.

Key Policy Question: Does Council approve the Easement as presented in the attachment to this staff report?

The Agreement was negotiated with RLC and will allow the Town to complete the sidewalk work. Staff recommends approval.

Possible Alternatives.

Council could alternatively:

1. Approve the Agreement with modifications as directed.
2. Direct staff to further negotiate with the applicant and present a revised Agreement at a future Council meeting.
3. Vote against the Agreements.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan as follows:

- Principle 7.1—Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure.

Fiscal Impact.

The work to remove and replace the sidewalk will be paid for out of the approved funds for the project.

Staff Impact.

Drafting and negotiating the Agreement required approximately 2 hours of time for the Town Attorney, with an additional 2 hours from the Town Engineer and Public Works Director, and 1 hour for Administration review for a combined total of approximately 5 hours of staff time.

Construction Administration and Management will take approximately 6-8 more hours to complete the work.

Attachments or Links.

1. Amended and Fully Restated Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Jackson Hole Classical Academy Foundation
2. March 6, 2023 Staff Report (E22-003)
3. August 21, 2023 Staff Report (E23-0200)

Suggested Motion.

I move to approve the Temporary Construction and Access Easement Agreement Between the Town of Jackson and Rendezvous Land Conservancy and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

This Temporary Construction and Access Easement Agreement (this “Temporary Construction Easement”) to be effective as of the Effective Date (defined in the signature block hereof) and is given by the Rendezvous Lands Conservancy, a Wyoming nonprofit corporation (“RLC”), in favor and for the benefit of the Town of Jackson, a Wyoming municipal corporation (the “Town”). As used herein, RLC and the Town are each individually a “Party” and jointly are the “Parties.”

RECITALS

A. RLC is the owner of that certain real property commonly identified as 180 East Deloney Avenue in the Town of Jackson, Teton County, Wyoming, and described as more particularly set forth on Exhibit A, attached hereto and incorporated herein (the “RLC Property”).

B. Pursuant to an Easement for Public Access and Sidewalk, recorded in the land records of Teton County, Wyoming on April 4, 2023 as Document No. 1056676, the Town has constructed a sidewalk on the RLC Property and along the western side of Bruun Boulevard (the “Sidewalk”).

C. The RLC Property has sidewalks and paths open to the public located on the “Greenspace” (the “Greenspace Paths”). The Sidewalk was designed to join the Greenspace Paths. However, due to field conditions the new Sidewalk is a few inches higher than Greenspace Paths at their juncture, such that the Sidewalk does not integrate with the Greenspace Paths and would not connect in compliance with the with Americans with Disabilities Act.

D. The Town desires to secure, and RLC is willing to grant, a temporary construction easement over a portion of the RLC Property where the Sidewalk and Greenspace Paths meet for purposes of constructing a concrete ramp on the RLC Property necessary to integrate the Sidewalk with the Greenspace Paths (the “Work”), the location of which is depicted on Exhibit B attached hereto by reference (such area, the “TCE Area”).

E. A Conservation and Greenspace Easement recorded against the RLC Property on August 16, 2019 as Document No. 0975464 in the Office of the Clerk of Teton County, Wyoming (the “Conservation Easement”) is held by the Jackson Hole Land Trust, a Wyoming nonprofit corporation, (“JHLT”), and JHLT executes this Temporary Construction Easement for the limited purpose described herein.

NOW, THEREFORE, for and in consideration of the aforesaid premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RLC and the Town do mutually covenant and agree as follows:

1. The Easement. RLC hereby grants and conveys to the Town a temporary exclusive construction and access easement upon, over, under, and across the TCE Area for purposes reasonably associated with and incidental to the Work (the “Easement”).

2. Term. The Easement and the Town’s right to use the TCE Area shall be temporary and shall cease and terminate on May 15, 2024.

3. Reservation. RLC reserves the right to use the surface and subsurface of the Easement provided such use does not unreasonably impair, interfere with, or obstruct the use of the Easement by the Town. RLC further reserves the right to grant additional easements in, under, over, and across the RLC Property for any purpose as RLC deems necessary in RLC's sole discretion that does not unreasonably impair, interfere with, or obstruct the use of the Easement by the Town.

4. Restoration. If the RLC Property is damaged or disturbed during the Town's use of the Easement, the Town shall restore the RLC Property and reseed disturbed land with the vegetation that existed prior to the disturbance (the "Restoration"). The Town's obligation to complete the Restoration shall survive the expiration of the Easement.

5. Construction. Any recitals in this Temporary Construction Easement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Temporary Construction Easement shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

6. Enforcement. If any party hereto is required to take action to enforce the terms and conditions of this Temporary Construction Easement, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney's fees, whether suit is brought or not.

7. No Assumption of Liability. RLC, by granting, declaring, and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall RLC at any time incur any liability for failure by the Town to comply with any law, ordinance, regulation, or order with respect to this Temporary Construction Easement and the Easement.

8. Indemnification of RLC. The Town hereby agrees to indemnify RLC and RLC's directors, officers, employees, agents, contractors, licensees, invitees, successors, assigns, and representatives (collectively, the "Released Parties") and to hold each of the Released Parties harmless from and against any injury to any party or property during any use of the Easement Area for damage or injury caused by (i) the activities of the Town or its agents, employees, or contractors pertaining to the undertaking of the Work or any other activities of any of the Town or its agents, employees, or contractors undertaken in connection with this Temporary Construction Easement or upon the RLC Property. Notwithstanding anything to the contrary herein, the Town shall not be obligated to indemnify or hold harmless the Released Parties for any injury, claim, or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts, or omissions of the Released Parties. RLC will notify the Town in writing within 7 calendar days of RLC receiving notice of any claims against RLC arising from or related to the Easement from which RLC is or will be seeking indemnification from the Town. Failure to so notify the Town shall not relieve the Town from liability except to the extent that the failure materially prejudices the Town. If the Town assumes conduct of the defense for a Released Party, the Released Party shall fully cooperate in the defense including without limitation the provision of documents, appropriate persons to give witness statements, attend examinations for discovery, make affidavits, meet with counsel, testify, and divulge all information reasonably required to defend the claim(s). Nothing in this Temporary Construction Easement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under Wyoming law.

9. Governmental Immunity. Notwithstanding anything to the contrary in this Agreement, Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully

retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

10. JHLT Consent. JHLT executes this Temporary Construction Easement for the limited purpose of verifying that the Easement granted herein is permissible under the terms of the Conservation Easement.

IN WITNESS WHEREOF, the Parties have executed this Temporary Construction Easement to be effective as of the date last written below (the "Effective Date").

RLC:

Rendezvous Lands Conservancy, a Wyoming nonprofit corporation

By: _____
Scott Pierson, President

Date signed: _____

TOWN:

Town of Jackson

By: _____
Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Date signed: _____

JHLT:

Jackson Hole Land Trust, a Wyoming nonprofit corporation

By: _____
Shawn K. Smith, Chair of the Board

Date signed: _____

Exhibit A
Legal Description of RLC Property

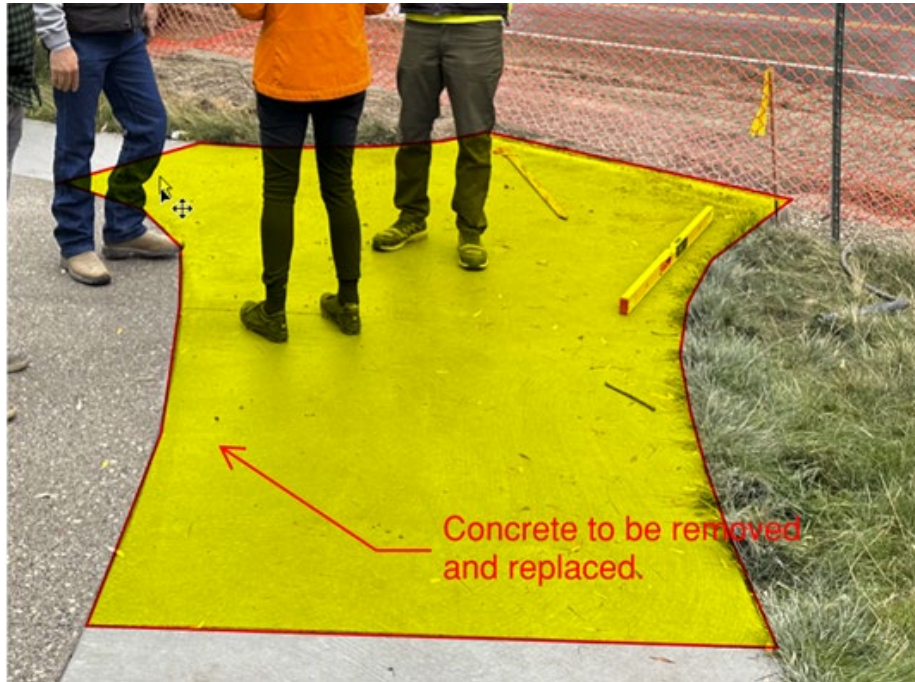
Lot 4 of the Genevieve Block Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 1, 2020 as Plat No. 1412.

PIDN: 22-41-16-27-3-35-004

Exhibit B
Depiction of TCE Area

TCE will be revised to reflect the final design.

As shown in yellow below:



As outlined in red below:



STAFF REPORT



Meeting Date:	November 6, 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

***This item was continued from the October 16, 2023, Town Council meeting.**

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 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.

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 Planning and Legal spent preparing this staff report and Ordinance was minimal as this item was continued from the October 16, 2023, Town Council meeting. Total staff time was less than 2 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

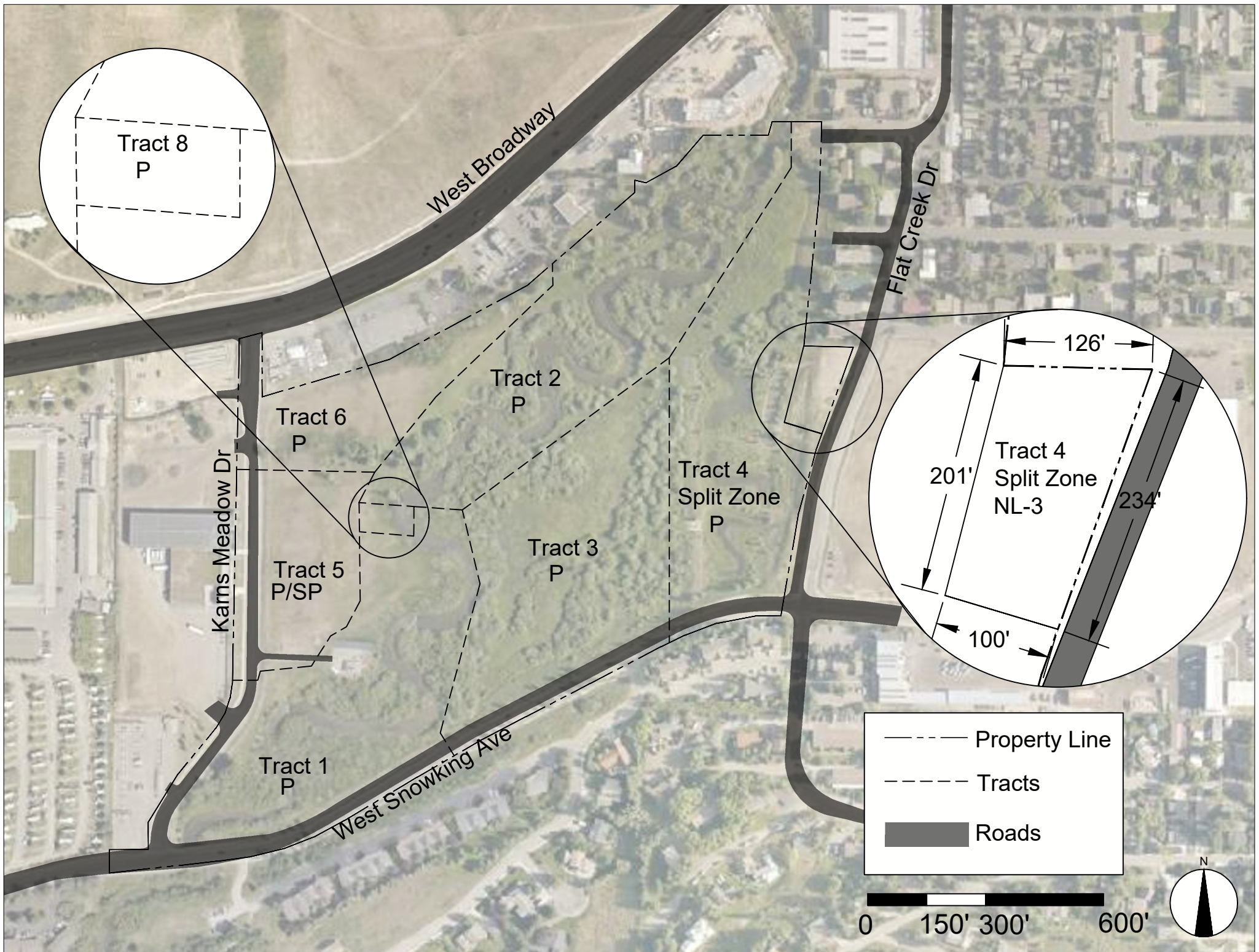
TRACT 4 - PT. W1/2NE1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 4 (T-46D)
PIDN: 22-41-16-33-1-00-035

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 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.

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:	November 6, 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 second 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 second 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. Council adopted this ordinance on first reading at the October 16, 2023 Town Council regular evening meeting.

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.

A possible alternative would be to delay second reading 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 \$200 - \$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 second 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 16th DAY OF OCTOBER 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 cured 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 cured 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

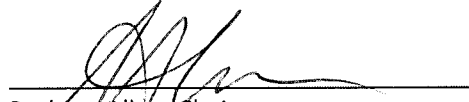
Community Center for the Arts
Attn: Executive Director
P.O. Box 860
Jackson, WY 83001

(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

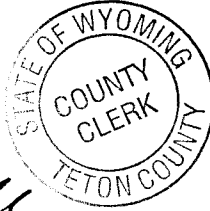


Barbara Allen, Chair
Board of County Commissioners
Teton County, Wyoming

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 Felsinger, Secretary
Board of Directors

Approval and Execution

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

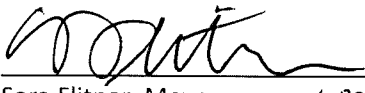
Teton County, State of Wyoming

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

Attest:

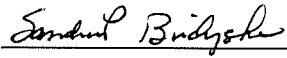
Sherry L. Daigle, Teton County Clerk

Town of Jackson

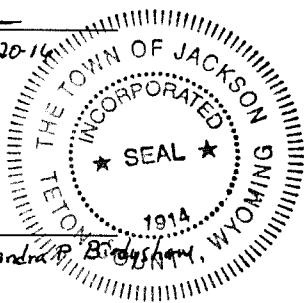


Sara Flitner, Mayor

Attest:



Roxanne DeVries Robinson, 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

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

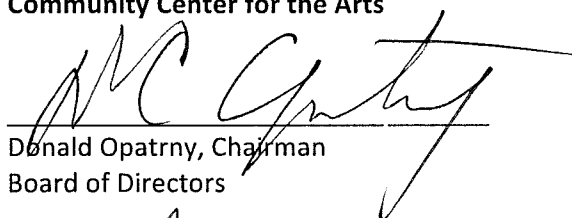
Town of Jackson

Sara Flitner, Mayor

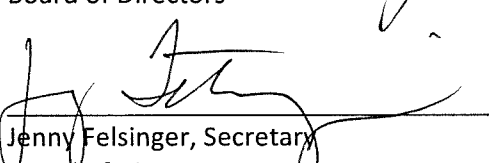
Attest:

Roxanne DeVries Robinson,
Town of Jackson Deputy Clerk

Community Center for the Arts

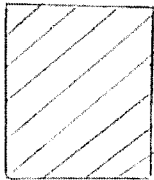
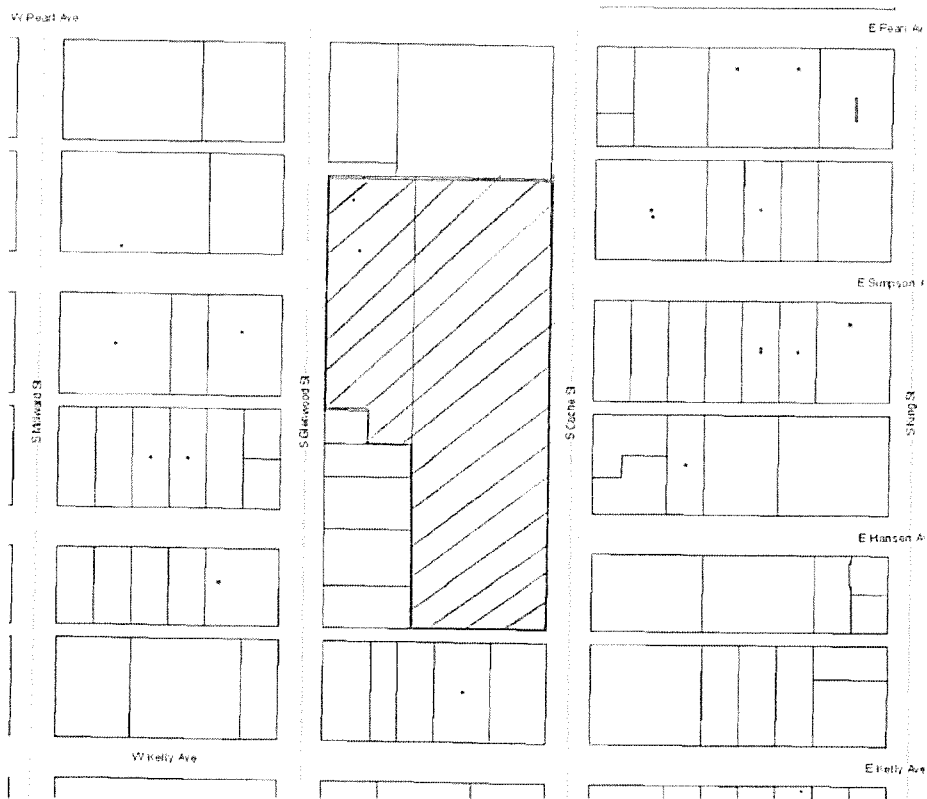


Donald Opatrny, Chairman
Board of Directors



Jenny Felsing, Secretary
Board of Directors

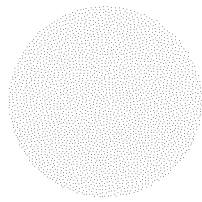
RESTATED LEASE AGREEMENT
Exhibit A – Leased Premises



= 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.

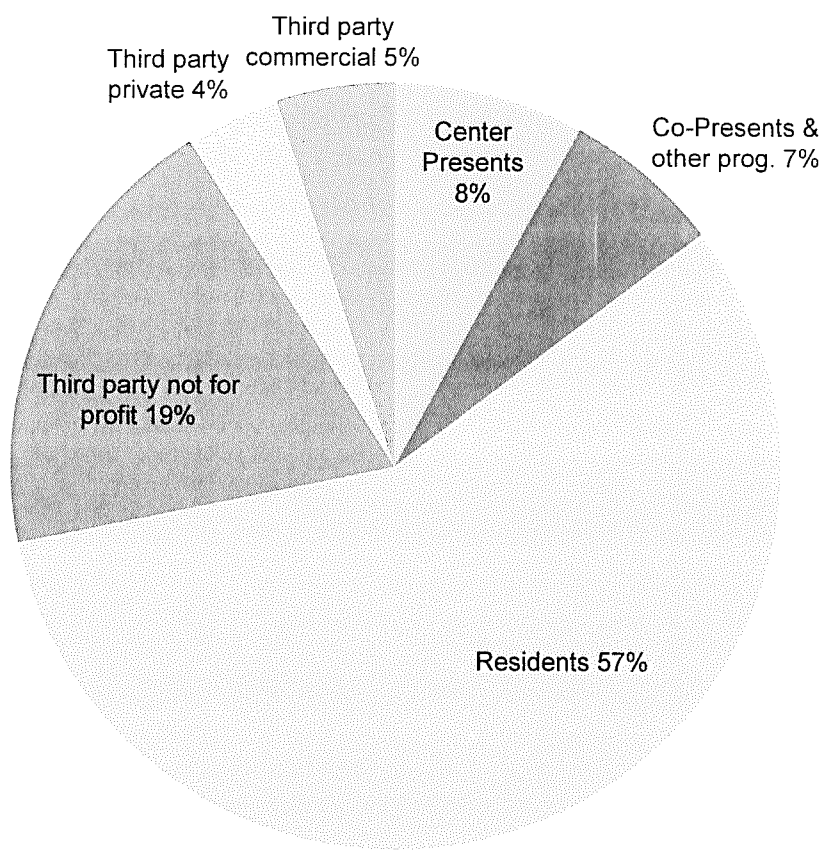
	2014/2015 Actual	2015/2016 Budget
Center Presents Ticket Revenue	\$210,000	\$357,373
General Theater Revenue	\$24,779	\$26,000
Total Revenue	\$234,779	\$383,373
Artist Fees	\$139,750	\$225,000
Hospitality	\$3,117	\$6,250
Lodging and Transportation	\$9,360	\$11,000
Service Contractors	\$16,053	\$24,000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

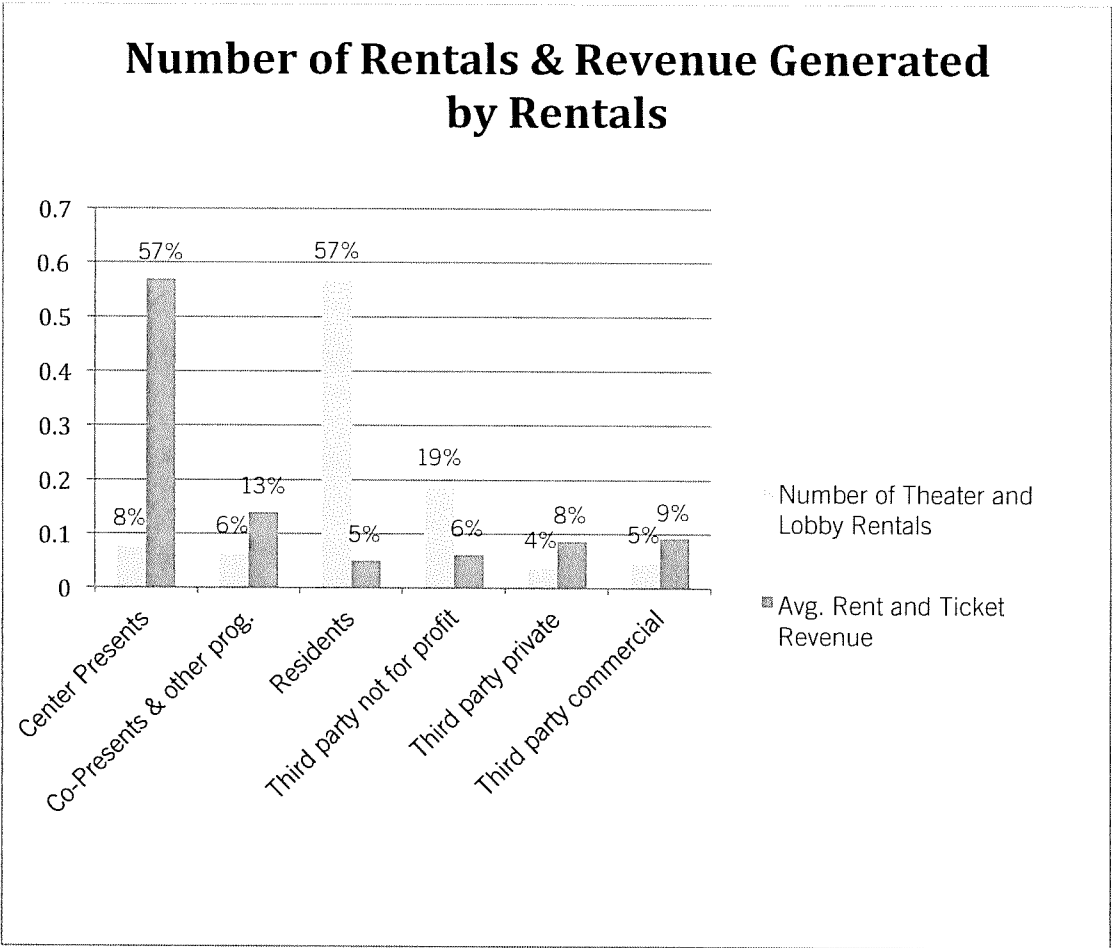
CENTER THEATER AND LOBBY

- 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

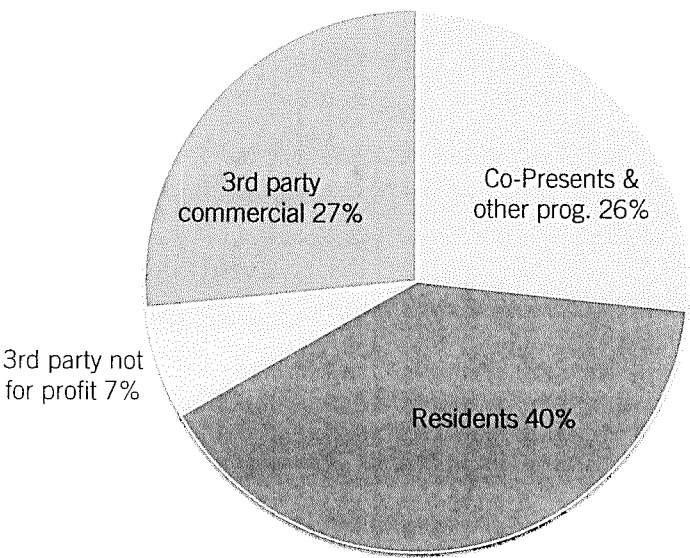
		charge
JH Art Auction (4 days)	JH Art Auction	No CFA ticket charge
Wedding reception (1 day)	Jade McIntosh	No CFA ticket charge
Wedding reception (1 day)	Kate Kool	No CFA ticket charge
Anne and Pete Sibley concert (1 day)	Joe Fletcher, Manager	\$18.00
Private Reception (1 day)	John Tozzi	No CFA ticket 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.

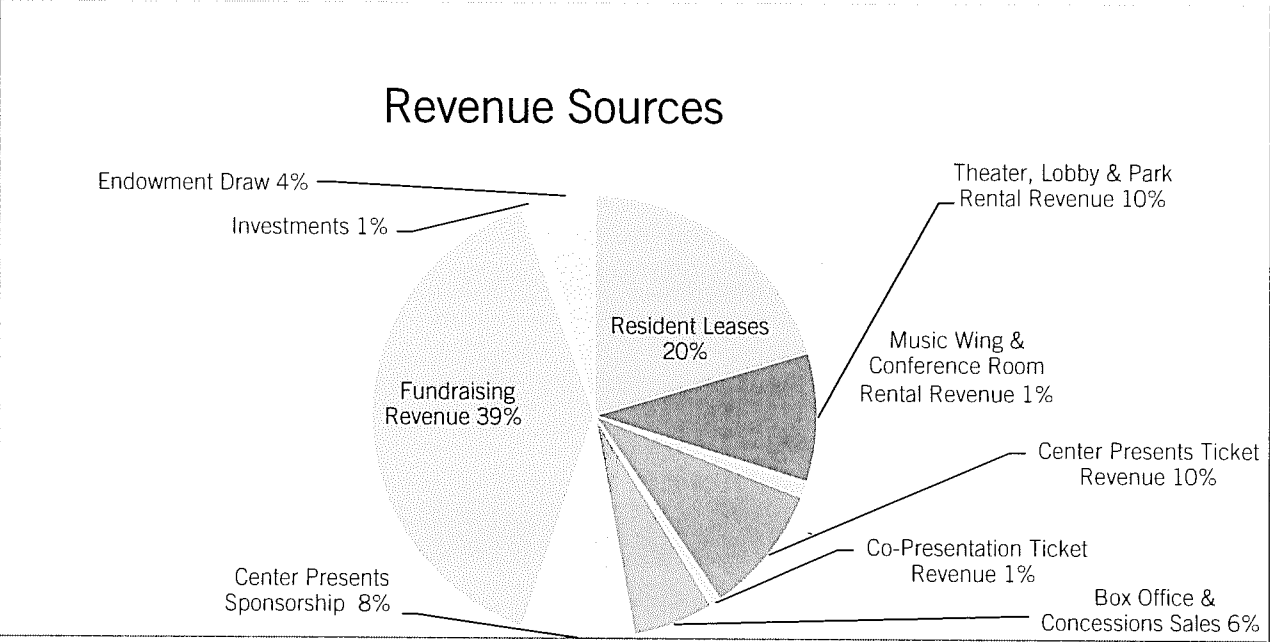
CENTER PARK	No. of events	%
Co-Presents & other prog.	4	26%
Residents	6	40%
3rd party not for profit	1	7%
3rd party commercial	4	27%
Total	15	100%

Number of Center Park Rentals

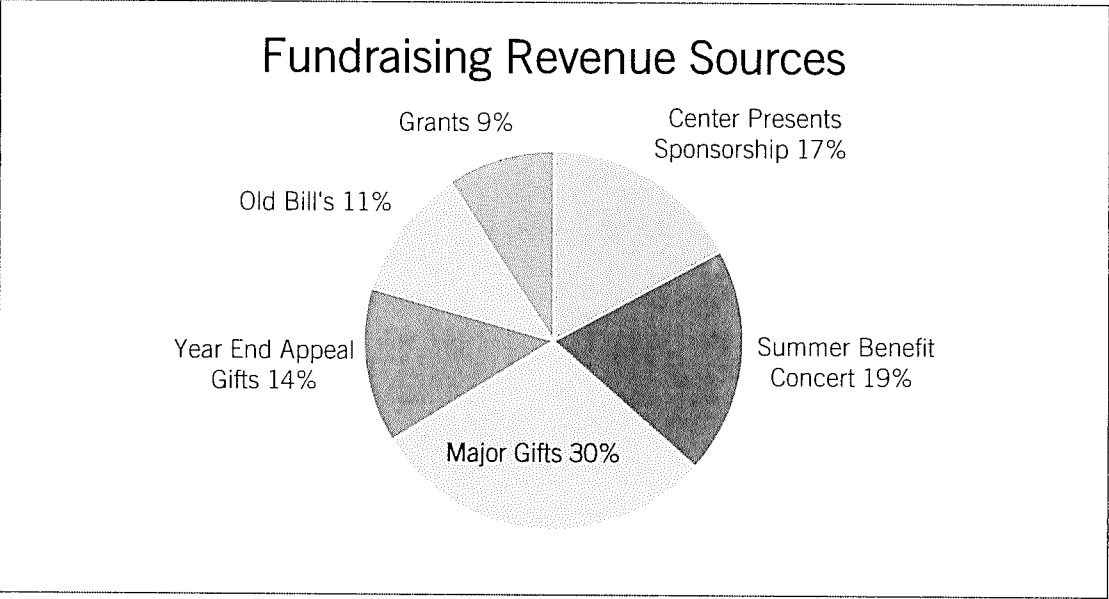


CENTER PARK EVENTS	Name of Presenting Organization	Avg. Ticket Price
Thin Air Shakespeare (4 days)	Off Square Theatre Company and Center for the Arts	No CFA ticket charge
Contour Festival (6 days)	Center of Wonder	No CFA ticket charge
Tuxes and Tails (1 day)	PAWS of Jackson Hole	No CFA ticket charge
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:	November 6, 2023	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Second Reading 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 second reading of three ordinances for the Jackson Municipal Code:

- 1) An ordinance adding a bias crime provision to the Jackson Municipal Code (9.27.010).
- 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 consider them on second reading.

Recommendations.

Staff recommends approving the ordinances as presented on second reading.

Background.

In 2018, the Town enacted an ordinance prohibiting discrimination based on actual or perceived sexual orientation, gender identity or expression in places of employment, public accommodation, and in housing.

At the Council retreat held on February 8, 2023, the Council identified adding a bias crime ordinance as one of their priorities for action in 2023 and scheduled it for August.

On August 21, 2023, Council directed staff to:

- 1) Add a bias crime provision to the Jackson Municipal Code
- 2) 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.
- 3) 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.

On October 16, 2023, the Council considered and passed all three ordinances on first reading.

Analysis & Key Policy Questions.

Key policy questions and analysis were provided and answered in the previous staff reports.

Possible Alternatives.

Council could:

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

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
- October 16, 2023 Staff Report Presentation of Ordinances Regarding Bias Crimes, Illegal Discrimination, and Penalties for Violations of Chapter 9.16 of the Jackson Municipal Code
- 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 second reading.

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~~ Person shall to coerce, threaten, discharge, expel, blacklist, or otherwise retaliate against another Person 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~~ Person shall 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~~Sexual 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:	November 6, 2023	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Short-Term Rental: Second Reading Repeal of Municipal Code Provisions	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to continue the repeal process of 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 on second reading.

Recommendations.

Staff recommends Council approve the repeal ordinance on second reading.

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.

At the October 16, 2023 Council Meeting, Council passed the repeal ordinance on first reading.

Analysis & Key Policy Questions.

Key policy questions and analysis were provided and answered at the October 16, 2023 Council Meeting.

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 1 hour preparing staff reports for first and second reading.

Attachments or Links.

- Ordinance D.
- October 16, 2023 Staff Report Short-Term Rental: Repeal of Municipal Code Provisions
- 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 second 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:	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.

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.

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Ordinance E Amending Water and Sewer Rates – First Reading	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present to Council Ordinance E for first reading, which will amend water and sewer rates & fees in Title 13 of the Town of Jackson Municipal Code.

Requested Action.

Staff requests Council to consider approval of Ordinance E on first reading as presented.

Recommendations.

Staff recommends approving Ordinance E on first reading.

Background.

Council directed staff to present an ordinance to update water and sewer rates & fees for first reading at the October 16, 2023, Council Workshop. As directed, staff prepared a draft amendment (attached as Ordinance E) to Title 13 of the Town of Jackson Municipal Code for first reading. Ordinance E includes an expansion of the tiered water rate system for 1) all In-Town residential customers and for 2) all 3 Creek residential and irrigation customers. Ordinance E contains the following rate amendments, as directed by Council:

- Additional residential tiered water rates for In-Town and 3 Creek customers
- An 8% water volume/base rate increase for all In-Town and 3 Creek customers of the Town water system
- An 8% sewer volume/base rate increase for all In-Town and 3 Creek customers of the Town sewer system
- An 8% increase in the sewer strength charges associated with specific customer classes or types
- A 7.6% increase to the Town sewer and water capacity fees
- A 7.6% increase to the 3 Creek Capital Replacement Charge for both water and sewer
- An 8% increase to the septic dump station fee

Analysis & Key Policy Questions.

Key Policy Question: Does Council wish to approve Ordinance E, which will amend water and sewer rates & fees in Title 13 of the Jackson Municipal Code as presented?

Possible Alternatives.

Possible alternatives include:

1. Not amending the water and sewer rates as drafted in Ordinance E
2. Other

Comprehensive Plan & Priority Alignment.

- Common Value 1 – Ecosystem Stewardship
 - Chapter 2: Climate Sustainability
 - Principle 2.5: Conserve energy through waste management and water conservation
 - Policy 2.5.a: Encourage water conservation
- Common Value 3 – Quality of Life

- Chapter 8: Quality Community Service Provision
 - Principle 8.1: Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels

Fiscal Impact.

The proposed increases will affect all customers of the Town utility system. For new development, and additional development of existing users outside the Town that are approved by Council, there will be a fiscal impact of increased water and sewer capacity fees (7.6%) for connecting to the Town's water and sewer systems. For all customers, there will be an 8% increase in water/sewer volume and base rate charges. There will be a 7.6% increase to the 3 Creek Capital Replacement charge, which is added to their monthly sewer and water usage rates. Lastly, to promote water conservation through pricing signals, both In-Town, Out-of-Town, and 3 Creek residential customers will be affected by new water tiered rates that would cost the user more for higher water usage.

Staff Impact.

Staff impact for this item required roughly 7 hours of staff time to draft and review Ordinance E. An additional 3 hours of staff time was spent by Administration, Finance, and Legal reviewing the staff report.

Attachments or Links.

- Ordinance E – First Reading
- Staff report from the October 16, 2023, Council Workshop

Suggested Motion.

I move to approve Ordinance E on first reading.

ORDINANCE E

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1319, 1271, 1182, 1071, 1040, 1039, 1019, 1018, 1009, 1008, 1000, 999, 992, 991, 936, 935, 867, 866, 834, 833, 805, 804, 588, 576, 551, 539, 538, 479, 410, 381, 370, 270, AND 232; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 745, 743, 677, 270, 259 (PART), 122, AND 97A; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 664; SECTION 6 OF TOWN OF JACKSON ORDINANCE NO. 558; SECTION 7 OF TOWN OF JACKSON ORDINANCE NO. 677; SECTION 18 OF TOWN OF JACKSON ORDINANCE NO. 664; SECTION 20 OF TOWN OF JACKSON ORDINANCE NO. 289; SECTION 30 OF TOWN OF JACKSON ORDINANCE NO. 97; AND SECTIONS 13.04.050, 13.04.300, 13.08.013, 13.08.020, AND 13.08.070 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER AND WASTEWATER RATES, FEES, AND COSTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

An Ordinance Amending and Reenacting Section 1 of Town of Jackson Ordinance Nos. 1319, 1271, 1182, 1071, 1040, 1039, 1019, 1018, 1009, 1008, 1000, 999, 992, 991, 936, 935, 867, 866, 834, 833, 805, 804, 588, 576, 551, 539, 538, 479, 410, 381, 370, 270, and 232; Section 2 of Town of Jackson Ordinance Nos. 745, 743, 677, 270, 259 (part), 122, and 97A; Section 3 of Town of Jackson Ordinance No. 664; Section 6 of Town of Jackson Ordinance No. 558; Section 7 of Town of Jackson Ordinance No. 677; Section 18 of Town of Jackson Ordinance No. 664; Section 20 of Town of Jackson Ordinance No. 289; Section 30 of Town of Jackson Ordinance No. 97; and Sections 13.04.050, 13.04.300, 13.08.013, 13.08.020, and 13.08.070 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

13.04.050 Supply—How obtained—Capacity fees.

- B. *Nonresidential.* All nonresidential Water Users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth in Section 13.04.300, shall pay water capacity fees for each meter, which must include a domestic meter and may include an irrigation meter, according to the following fee schedule:

Nonresidential Water Capacity Fees	
Size of the Water Meter	Capacity Fee* per meter installed
¾ inch	\$ 3,284.00 3,053.00
1 inch	5,483.00 5,098.00
1 ½ inch	10,934.00 10,166.00
2 inch	17,499.00 16,271.00
3 inch	35,031.00 32,572.00
4 inch	54,731.00 50,889.00
6 inch	109,430.00 101,748.00
8 inch	175,095.00 162,803.00

* Capacity fees for compound meters shall be based on the size of the largest meter.

- C. *Residential.* All residential and multi-family Water Users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth

in Section 13.04.300, shall pay the total of the below water capacity fee components according to the following fee schedule:

Residential and Multi-Family Water Capacity Fees		
Type*		Capacity Fee
Component 1:		
1 Bedroom/Studio	\$	744.00 692.00
2 Bedroom		1,115.00 1,037.00
3 Bedroom		1,487.00 1,383.00
	+	
Component 2:		
Each Additional Bedroom or Unfinished Room per 400 sq. ft.		371.00 345.00
	+	
Component 3:		
Irrigation per 1,000 Square Feet of Landscaped Surface Area		429.00 399.00

(Ord. ___ § 1, 2023; Ord. 1319 §1, 2022; Ord. 1271 § 1, 2020; Ord. 1071 § 1, 2014; Ord. 992 § 1, 2011; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 743 § 2, 2003; Ord. 664 § 3, 2000; Ord. 538 § 1, 1996; Ord. 410 § 1, 1990; Ord. 270 § 1, 1980).

13.04.300 Water rates.

- A. Water rates for Water Users within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this Section 13.04.300 shall include two charges per meter according to the following fee schedule:

Base Charges	
Monthly fixed charge based on meter size	
¾ inch	\$ 12.59 11.66
1 inch	18.76 17.37
1 ½ inch	32.67 30.25
2 inch	49.93 46.23
3 inch	98.90 91.57
4 inch	151.86 140.61
6 inch	297.26 275.24
8 inch	474.33 439.19

User Charges		
Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0—2,000	\$ 0.00
	2,001—6,000	1.411 31
	6,001—25,000	3.172 63
	<u>25,001 – 50,000</u>	<u>4.94</u>
	<u>50,001 – 100,000</u>	<u>6.70</u>
	Over 100,000 25,000	8.463 94
Multi-Family	0—2,000	\$ 0.00
	Over 2,000	2.432 25
Nonresidential	0—2,000	\$ 0.00
	Over 2,000	2.432 25
Irrigation Only	0—2,000	\$ 0.00
	Over 2,000	3.172 63

- C. Water rates for Water Users within the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges per meter according to the following fee schedules:

3 Creek Base Charges			
Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
¾ inch	\$ 15.52 14.37	\$ 20.99 19.51	\$ 36.51 33.88
1 inch	23.08 21.37	20.99 19.51	44.07 40.88
1 ½ inch	40.27 37.29	20.99 19.51	61.26 56.80
2 inch	61.55 56.99	20.99 19.51	82.54 76.50
3 inch	121.92 112.89	20.99 19.51	142.91 132.40
4 inch	187.20 173.33	20.99 19.51	208.19 192.84
6 inch	366.44 339.30	20.99 19.51	387.43 358.81
8 inch	584.72 541.41	20.99 19.51	605.71 560.92

3 Creek User Charges		
Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0—2,000	\$ 0.00
	2,001—6,000	2.312 12
	6,001—25,000	5.204 28
	<u>25,001 – 50,000</u>	<u>8.09</u>
	<u>50,001 – 100,000</u>	<u>9.24</u>
	Over 100,000 25,000	11.556 42
Nonresidential	0—2,000	\$ 0.00
	Over 2,000	2.312 14
Metered Irrigation	0—2,000	\$ 0.00
	2,001—25,000	5.204 28
	<u>25,001 – 50,000</u>	<u>8.09</u>

	50,001 – 100,000	9.24
	Over 100,000	11.556.42

(Ord. [§ 1, 2023](#); Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Res. 8-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Ord. 1039 § 1, 2013; Ord. 1018 § 1, 2013; Ord. 1008 § 1, 2012; Ord. 999 § 1, 2012; Res. 11-12, 2011; Ord. 992 § 1, 2011; Res. 10-24, 2010; Res. 09-29, 2009; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 833 § 1, 2006; Ord. 804 § 1, 2005; Ord. 743 § 2, 2003; Ord. 664 § 18, 2000; Ord. 588 § 1, 1996; Ord. 551 § 1, 1996; Ord. 539 § 1, 1996; Ord. 479 § 1, 1994; Ord. 381 § 1, 1988; Ord. 370 § 1, 1987; Ord. 270 § 2, 1980; Ord. 97A § 2, 1972; Ord. 97 § 30, 1966)

13.08.013 Wastewater rates.

- A. Wastewater rates for customers within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this Section 13.08.013 shall include two charges to the applicable meter according to the following fee schedules:

Base Charges	
Monthly fixed charge based on meter size	
¾ inch	\$ 12.85 11.90
1 inch	16.25 15.05
1 ½ inch	26.26 24.32
2 inch	35.20 32.59
3 inch	59.34 54.94
4 inch	90.13 83.45
6 inch	162.79 150.73
8 inch	250.26 231.72

Customer Class	mg/L	Flow	BOD	TSS	Total
1	0—250	\$ 1.68 1.56	\$ 0.47 0.43	\$ 0.38 0.35	\$ 2.53 2.34
2	251—550	1.68 1.56	0.78 0.72	0.78 0.72	3.24 3.00
3	551—850	1.68 1.56	1.37 1.27	1.41 1.31	4.46 4.14
4	851—1,150	1.68 1.56	1.97 1.82	2.05 1.90	5.70 5.28
5	1,151—1,450	1.68 1.56	2.54 2.35	2.70 2.50	6.92 6.41
6	1,451—1,750	1.68 1.56	3.14 2.91	3.32 3.07	8.14 7.54
7 ¹	> 1,750				

- C. More than one class may apply to a customer at the same time. For example, a customer with a BOD value of 350 and a TSS value of 900 would pay a rate based on a classification of 2 for BOD (~~\$0.78~~0.72) and a classification of 4 for TSS (~~\$2.05~~1.90). These amounts combined with the flow rate (~~\$1.68~~1.56) would equal a rate of ~~\$4.51~~4.18 per 1,000 gallons.
- F. Unusual wastes not covered by these rate schedules will be considered separately and may be assigned a special rate.

- G. Wastewater rates for the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges to the applicable meter according to the following fee schedules:

3 Creek Base Charges			
Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
¾ inch	\$ 19.74 <u>18.28</u>	\$ 19.50 <u>18.12</u>	\$ 39.24 <u>36.40</u>
1 inch	24.97 <u>23.12</u>	19.50 <u>18.12</u>	44.47 <u>41.24</u>
1 ½ inch	40.36 <u>37.37</u>	19.50 <u>18.12</u>	59.86 <u>55.49</u>
2 inch	54.09 <u>50.08</u>	19.50 <u>18.12</u>	73.59 <u>68.20</u>
3 inch	91.18 <u>84.43</u>	19.50 <u>18.12</u>	110.68 <u>102.55</u>
4 inch	138.51 <u>128.25</u>	19.50 <u>18.12</u>	158.01 <u>146.37</u>
6 inch	250.17 <u>231.64</u>	19.50 <u>18.12</u>	269.67 <u>249.76</u>
8 inch	384.59 <u>356.10</u>	19.50 <u>18.12</u>	404.09 <u>374.22</u>

3 Creek User Charges					
Customer Class	mg/L	Flow	BOD	TSS	Total
1	0—250	\$ 1.68 <u>1.56</u>	\$ 0.47 <u>0.43</u>	\$ 0.38 <u>0.35</u>	\$ 2.53 <u>2.34</u>
2	251—550	1.68 <u>1.56</u>	0.78 <u>0.72</u>	0.78 <u>0.72</u>	3.24 <u>3.00</u>
3	551—850	1.68 <u>1.56</u>	1.37 <u>1.27</u>	1.41 <u>1.31</u>	4.46 <u>4.14</u>
4	851—1,150	1.68 <u>1.56</u>	1.97 <u>1.82</u>	2.05 <u>1.90</u>	5.70 <u>5.28</u>
5	1,151—1,450	1.68 <u>1.56</u>	2.54 <u>2.35</u>	2.70 <u>2.50</u>	6.92 <u>6.41</u>
6	1,451—1,750	1.68 <u>1.56</u>	3.14 <u>2.91</u>	3.32 <u>3.07</u>	8.41 <u>7.41</u>
7 ¹	>1,750				

(Ord. [§ 1, 2023](#); Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Res. 18-19, 2018; Res. 17-03, 2017; Ord. 1182 § 1, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Ord. 1040 § 1, 2013; Ord. 1019 § 1, 2013; Ord. 1009 § 1, 2012; Ord. 1000 § 1, 2011; Ord. 991 § 1, 2011; Res. 11-12, 2011; Res. 10-24, 2010; Res. 09-29, 2009; Ord. 936 § 1, 2009; Ord. 867 § 1, 2008; Ord. 834 § 1, 2006; Ord. 805 § 1, 2005; Ord. 745 § 2, 2003; Ord. 677 § 2, 2000; Ord. 558 § 6, 1996; Ord. 259 § 2(part), 1979).

13.08.020 Wastewater capacity fees.

Any customer desiring to obtain service from the Town's wastewater treatment facilities shall make application in writing to the Town planning department and file an acknowledgment that the customer shall be governed by the laws and regulations as may be provided by the Mayor and Town Council pertaining to wastewater facilities. If the application is granted, the Public Works Department shall be authorized to extend the sewer mains to include the property. All expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative. All connections to the sewer main shall be done by or under the supervision of the Public Works Department. The customer shall pay the total of the applicable wastewater capacity fees according to the following fee schedule:

Description	GPD	Assessment Unit	Capacity Fee
Apartment, Studio or 1 Bedroom ¹	140	Per Dwelling	\$ 2,673.00 2,485.00
Residential Unit (2 Bedroom) ¹	210	Per Dwelling	4,008.00 3,727.00
Residential Unit (3 Bedroom) ¹	280	Per Dwelling	5,345.00 4,970.00
Residential Unit Each Additional Bedroom ¹	70	Per Dwelling	1,337.00 1,243.00
Unfinished Habitable Space ¹	70	Per 400 sq. ft.	1,337.00 1,243.00
Bars, Taverns, Cocktail Lounge (no food) ² (15 sq. ft. /Seat)	20	Per Seat	382.00 355.00
Restaurants (full service) ² (15 sq. ft./Seat Net)	64	Per Seat	1,222.00 1,136.00
Restaurants (paper service only - no dishes)	50	Per 100 sq. ft. Gross	955.00 888.00
Restaurants (single service) (15 sq. ft./Seat Net)	30	Per Seat	572.00 532.00
Caterers	80	Per 100 sq. ft. Gross	1,527.00 1,420.00
Motels and Hotels/Bed and Breakfast	140	Per Room	2,673.00 2,485.00
Assembly (w/o food)	3	Per 5 sq. ft. Net	58.00 54.00
Assembly (w/ food)	5	Per 15 sq. ft. Net	96.00 89.00
RV Park (w/ sewer connection)	100	Per Site	1,909.00 1,775.00
Campground/RV Park (w/comfort station)	75	Per Site	1,431.00 1,331.00
Mobile Home Park	210	Per Site	4,008.00 3,727.00
Laundry (self service)	450	Per Machine	8,591.00 7,988.00
Laundry (commercial 100#/day capacity)	1,000	100#/Machine	19,090.00 17,750.00
Breweries (per annual barrel production)	20	Per Gallon Annual Beer Capacity	382.00 355.00
Fitness (gyms, dance studios, yoga, karate)	50	Per 100 sq. ft. Net	955.00 888.00
Medical Offices and Dentists	250	Per Seat	4,773.00 4,438.00
Veterinary Offices (not including boarding)	250	Per Treatment Room	4,773.00 4,438.00
Animal Boarding	20	Kennel, Pen, Cage, or Stall	382.00 355.00
Offices	15	Per 100 sq. ft. Gross	287.00 267.00
Retail Stores	5	Per 1,000 sq. ft. Gross	96.00 89.00

Unfinished Commercial Space	5	Per 1,000 sq. ft. Gross	96.00 89.00
Public Access Restroom	325	Per fixture	6,205.00 5,769.00
Service Stations (220 GPD/two nozzle fuel pump)	220	Per Gas Pump	4,200.00 3,905.00
Car Wash	1,000	Per Bay	19,090.00 17,750.00
Public Spas, Pools, Hot Tubs	10	Per 50 sq. ft. Gross	190.00 177.00
Schools (w/ cafeteria, gym, and showers) ³	20	Per Student	382.00 355.00
Schools (w/ cafeteria, no gym, and no showers) ³	15	Per Student	287.00 267.00
Schools (w/o cafeteria, no gym, and no showers) ³	10	Per Student	190.00 177.00
Day Care and Pre School	20	Per Student	382.00 355.00
Others Not Listed Wastewater Service	1	Building Permit	17.75

(Ord. [§ 1, 2023](#); Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Ord. 991 § 1, 2011; Ord. 936, § 1, 2009; Ord. 867 § 1, 2008; Ord. 745 § 2, 2003; Ord. 677 § 7, 2000; Ord. 576 § 1, 1997; Ord. 122 § 2, 1969).

13.08.070 Permit for septic tank pumping.

- C. The fee for septic tank dumping shall be ~~\$91.48~~~~\$75.00~~ per 1,000 gallons. ~~The minimum fee for dumping recreational vehicle holding tanks shall be \$15.00.~~

(Ord. [§ 1, 2023](#); Ord. 745 § 2, 2003; Ord. 289 § 20, 1982; Ord. 232 § 1, 1977).

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 on January 1, 2024.

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:	October 16, 2023	Meeting Title:	Workshop
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Water and Sewer Rate Amendment Discussion	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to discuss Town of Jackson water and sewer rate amendments:

1. Additional residential tiered water rates for In-Town and 3 Creek customers.
2. Rate increases for water volume and base rates for all customers.
3. Rate increases for sewer volume and base rates for all customers.
4. Rate increases to sewer surcharge (strength) rates.
5. Rate increases for one-time capacity fee calculations and 3 Creek capital replacement charge.
6. Rate increases for the Septic Dump Station

Requested Action.

Staff requests Council consider updating the Town of Jackson water and sewer rates as presented.

Recommendations.

Staff recommends approving the updates to the Town of Jackson water and sewer rates as presented.

Background.

Council last approved an overall amendment to Title 13 of Jackson Municipal Code in 2022, based on the recommendations of the Town's consultant, Raftelis. The 2022 water and sewer rate updates were the first yearly rate "check-in" that would provide for a high-level review of the overall water and sewer rate structure as it relates to possible increases in inflation, operational fund expenses, case reserves, and non-growth-related capital expenses. The 2022 water and sewer rate updates were made effective on July 1, 2022, and included the following rate changes:

- A 6% increase for all users of the Town water system, which included both a base rate and a volume charge
- A 3% increase for all users of the Town sewer system, which included both a base rate and a volume charge
- An 8.9% increase to the 3 Creek Capital Replacement Charge
- A 9.3% increase to both sewer and water capacity fees
- A 3% increase to septic dump fees

On November 21, 2022, Council directed staff to create a draft update of Title 13 of the Jackson Municipal Code that would include an expansion of the tiered water rate system for 1) all In-Town residential customers and for 2) all 3 Creek residential and irrigation customers. Additionally, Council directed staff to perform a yearly "check-in", for two fiscal years, that would provide for a high-level review of the overall water and sewer rate structure as it relates to possible increases in inflation, operational fund expenses, case reserves, and non-growth-related capital expenses.

The findings presented at today's workshop will include both items as directed by Council.

Analysis & Key Policy Questions.

Based on the findings, staff recommends the following rate amendments:

Proposed In-Town Utility Rate Changes

Water

Staff is proposing an **8% increase** for all In-Town customers of the Town water system, which includes both a base rate and volume charge. This increase to the base and volume charge is proposed to cover increases in operational fund expenses, to maintain cash reserves for the water fund, and to provide for inflationary increases to non-growth-related capital expenses.

Sewer

Staff is proposing an **8% increase** for all In-Town customers of the Town sewer system, which includes both a base rate and a volume charge. Like the water fund, this increase to the base and volume charge is proposed to cover increases in operational fund expenses, to maintain cash reserves for the sewer fund, and to provide for inflationary increases to non-growth-related capital expenses.

Sewer Strength Charges

Staff is proposing an **8% increase** in the sewer strength charges associated with specific customer classes or types. The Town assesses additional charges for all industrial and commercial sewer users that discharge high strength wastewater to the Town's sewer system. These charges recover the additional treatment costs at the Town's Wastewater Treatment Facility for these specific customer classes.

Capacity Fees

Staff is recommending a **7.6% increase** to the Town sewer and water capacity fees. Capacity fees are one of the primary sources (the other being operating revenues) that fund capital projects in both the water and sewer enterprise funds. Capacity fees are a one-time payment by users to "connect" to both the water and sewer systems. The increase reflects the change in the Engineering New Record Construction Cost Index (ENR-CCI) over this year. The construction cost index is a national index that tracks contractor costs across twenty cities in the country. The construction cost index, which tracks both labor and material costs for construction, is a very often used metric for capacity fee revenues and allows for revenue to keep up with inflation.

Septic Dump Station Fees

Staff is recommending an **8% increase** to the septic dump station fee. The Town charges waste haulers a fee for dumping waste into the county owned dump station. These charges cover the additional treatment cost at the Town's Wastewater Treatment Facility for all septic haulers.

Key Policy Question #1: Does Council wish to adjust In-Town water and sewer rates as presented?

In-Town Tiered Water Rates

As requested by Council, staff worked with our consultant to add additional In-Town water rate tiers to Title 13 of the Jackson Municipal Code to promote water conservation.

The current In-Town residential water tiered rates:

	Gallons	Cost per 1,000 Gallons
Tier 1	0 - 2,000	\$0.00
Tier 2	2,001 - 6,000	\$1.31
Tier 3	6,001 - 25,000	\$2.63
Tier 4	Over 25,000	\$3.94

The proposed In-Town residential water tiered rates would include higher tiers for larger water users:

	Gallons	Cost per 1,000 Gallons
Tier 1	0 - 2,000	\$0.00
Tier 2	2,001 - 6,000	\$1.41
Tier 3	6,001 - 25,000	\$3.17
Tier 4	25,001 - 50,000	\$4.94
Tier 5	50,001 - 100,000	\$6.70
Tier 6	Over 100,000	\$8.46

Key Policy Question #2: Does Council wish to adjust the In-Town tiered water rate structure as presented?

Proposed 3 Creek Utility Rate Changes

Water

Staff is proposing an **8% increase** for all 3 Creek customers of the Town water system, which includes both a base rate and volume charge. This increase to the base and volume charge is proposed to cover increases in operational fund expenses, to maintain cash reserves for the water fund, and to provide for inflationary increases to non-growth-related capital expenses.

Sewer

Staff is proposing an **8% increase** for all 3 Creek customers of the Town sewer system, which includes both a base rate and volume charge. This increase to the base and volume charge is proposed to cover increases in operational fund expenses, to maintain cash reserves for the water fund, and to provide for inflationary increases to non-growth-related capital expenses.

3 Creek Capital Replacement Charge

Staff is proposing a **7.6% increase** to the 3 Creek Capital Replacement Charge for both water and sewer. 3 Creek pays an additional Capital Replacement Charge on top of their base rate that covers the replacement cost of the 3 Creek-only water and sewer infrastructure. The increase reflects the change in the Engineering New Record Construction Cost Index (ENR-CCI) over the last year.

Key Policy Question #3: Does Council wish to adjust 3 Creek water and sewer rates as presented?

3 Creek Tiered Water Rates

3 Creek has two tiered water rate structures for their water consumption, (1) a tiered water rate that covers their residential water use and (2) a tiered water rate that covers their residential irrigation use. As requested by the Council, staff worked with our consultant to add additional 3 Creek tiered water rates (for both their residential and irrigation usage) to the Title 13 of the Jackson Municipal Code to promote water conservation.

The current 3 Creek residential water tiered rates:

	Gallons	Cost per 1,000 Gallons
Tier 1	0 - 2,000	\$0.00
Tier 2	2,001 - 6,000	\$2.14
Tier 3	6,001 - 25,000	\$4.28
Tier 4	Over 25,000	\$6.42

The proposed 3 Creek residential water tiered rates would include higher tiers for larger water users:

	Gallons	Cost per 1,000 Gallons
Tier 1	0 - 2,000	\$0.00
Tier 2	2,001 - 6,000	\$2.31
Tier 3	6,001 - 25,000	\$5.20
Tier 4	25,001 - 50,000	\$8.09
Tier 5	50,001 - 100,000	\$9.24
Tier 6	Over 100,000	\$11.55

The current 3 Creek irrigation water tiered rates:

	Gallons	Cost per 1,000 Gallons
Tier 1	0 - 2,000	\$0.00
Tier 2	2,001 - 25,000	\$4.28
Tier 4	Over 25,000	\$6.42

The proposed 3 Creek irrigation water tiered rates would include higher tiers for larger water users:

	Gallons	Cost per 1,000 Gallons
Tier 1	0 - 2,000	\$0.00
Tier 2	2,001 - 25,000	\$5.20
Tier 4	25,001 - 50,000	\$8.09
Tier 5	50,001 - 100,000	\$9.24
Tier 6	Over 100,000	\$11.55

Key Policy Question #4: Does Council wish to adjust the 3 Creek tiered water rate structure as presented?

Possible Alternatives.

Possible alternatives include:

1. Not amending the water and sewer rates as presented and keeping rates unchanged for FY24.
2. Other

Comprehensive Plan & Priority Alignment.

- Common Value 1 – Ecosystem Stewardship
 - Chapter 2: Climate Sustainability
 - Principle 2.5: Conserve energy through waste management and water conservation
 - Policy 2.5.a: Encourage water conservation
- Common Value 3 – Quality of Life
 - Chapter 8: Quality Community Service Provision
 - Principle 8.1: Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels

Fiscal Impact.

The proposed increases will affect all customers of the Town utility system. For new development, there will be a fiscal impact of increased water and sewer capacity fees (7.6%) for connecting to the Town's water and sewer systems. For all customers, there will be an 8% increase in water/sewer volume and base rate charges. There will be a 7.6% increase to the 3 Creek Capital Replacement charge, which is added to their monthly sewer and water usage rates. Lastly, to promote water conservation through pricing signals, both In-Town and 3 Creek customers will be affected by new water tiered rates that would cost the user more for higher water usage.

Staff Impact.

Staff impact for this item required roughly 20 hours of staff time for meetings with the Town consultant and legal review of the draft ordinance. An additional 3 hours of staff time was spent by Administration, Finance, and Legal reviewing the staff report. There will be additional staff time preparing the draft amendments to Title 13 of the Jackson Municipal Code and additional staff report.

Attachments or Links.

- Customer Bill Impacts

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

I move to approve a commencement date for the Town of Jackson new utility rate structure on January 1, 2024, and direct staff to present an ordinance for first reading at a future Council meeting.

Customer Bill Impacts

WATER			
<u>1) Typical Residential Customer</u>			
	2022	2024	Change - \$
Base Rate: 3/4 Inch Water Meter	\$11.66	\$12.59	\$0.93
Water Usage based on 10,000 gallons	\$15.76	\$18.32	\$2.56
Monthly Bill	\$27.42	\$30.91	\$3.49
<u>2) Typical Commercial Customer</u>			
	2022	2024	Change - \$
Base Rate: 3/4 Inch Water Meter	\$11.66	\$12.59	\$0.93
Water Usage based on 20,000 gallons	\$40.50	\$43.74	\$3.24
Monthly Bill	\$52.16	\$56.33	\$4.17
<u>2) Typical Restaurant Customer</u>			
	2022	2024	Change - \$
Base Rate: 1.5 Inch Water Meter	\$30.25	\$32.67	\$2.42
Water Usage based on 20,000 gallons	\$130.50	\$140.94	\$10.44
Monthly Bill	\$160.75	\$173.61	\$12.86
<u>2) Typical In-Town Irrigation Customer</u>			
	2022	2024	Change - \$
Base Rate: 1 Inch Water Meter	\$17.37	\$18.76	\$1.39
Water Usage based on 60,000 gallons	\$152.54	\$183.86	\$32.71
Monthly Bill	\$169.91	\$202.62	\$32.71
<u>2) Typical 3 Creek Irrigation Customer</u>			
	2022	2024	Change - \$
Base Rate: 1 Inch Water Meter	\$40.88	\$44.07	\$3.19
Water Usage based on 100,000 gallons	\$620.60	\$983.01	\$362.41
Monthly Bill	\$661.48	\$1,027.08	\$365.60

SEWER**1) Typical Residential Customer**

	2022	2024	Change - \$	% Change
Base Rate: 3/4 Inch Water Meter	\$11.90	\$12.85	\$0.95	8%
Water Usage based on 10,000 gallons	\$18.72	\$20.24		8%
Monthly Bill	\$30.62	\$33.09	\$2.47	8%

2) Typical Commercial Customer

	2022	2024	Change - \$	% Change
Base Rate: 3/4 Inch Water Meter	\$11.90	\$12.85	\$0.95	8%
Water Usage based on 20,000 gallons	\$42.12	\$45.54	\$3.42	8.1%
Monthly Bill	\$54.02	\$58.39	\$4.37	8.1%

2) Typical Restaurant Customer

	2022	2024	Change - \$	% Change
Base Rate: 1.5 Inch Water Meter	\$24.32	\$26.26	\$1.95	8%
Water Usage based on 20,000 gallons	\$240.12	\$258.68	\$18.56	7.7%
Monthly Bill	\$264.44	\$284.94	\$20.51	7.8%

2) Typical Lodging Customer

	2022	2024	Change - \$	% Change
Base Rate: 2 Inch Water Meter	\$32.59	\$35.20	\$2.61	8%
Water Usage based on 100,000 gallons	\$351.82	\$379.26	\$27.44	7.8%
Monthly Bill	\$384.41	\$414.46	\$30.05	7.8%

STAFF REPORT



Meeting Date:	November 6, 2023	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Design Review Committee (DRC) Board Member Appointments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Mayor and Council to consider board member appointments to the Design Review Committee ("DRC").

Requested Action.

The requested action is for Council to consider board member appointments to the DRC.

Recommendations.

Staff recommends the reappointment of Mary McCarthy, Mary Beth Coyne, and Doug Halsey to the DRC.

Background.

The DRC is made up of 7 members, with each term lasting two years. Three members of the DRC terms expired October 31, 2023. Those members are Mary McCarthy, Doug Halsey (appointed to finish out a term of a previous member), and Mary Beth Coyne. All three members would like to serve new terms. Staff advertised the three terms for several weeks, concluding on October 20, 2023. There were no new applicants.

The other current DRC board members are Brad Hoyt, Hans Flinch, Katherine Koriakin, and Michael Stern.

Analysis.

As stated in the Town of Jackson's Land Development Regulations, members of the DRC "shall be residents of the Town of Jackson or Teton County. No member of the Town Council, Planning and Zoning Commission, Board of Adjustment, or Town Employees shall serve as a member. Although no certification is required for appointment, members shall be experienced or educated in architecture, landscape architecture, planning, and other design related fields. A diversity of members is encouraged from all professions and from a variety of design firms."

Members of the DRC are appointed by a majority vote of the Town Council.

Possible Alternatives.

The Town Council could:

1. Postpone the reappointments to a later date.
2. Direct staff to continue advertising for new applicants.

Comprehensive Plan & Priority Alignment.

Having a Design Review Committee is in alignment Section 3, *Responsible Growth Management*, and Section 4, *Town as the Heart of the Region* of our Comprehensive Plan

Fiscal Impact.

Advertising costs to this point have been approximately \$1600.00.

Staff Impact.

Staff spent approximately 5 hours speaking with board members, relevant department heads, advertising, preparing the staff report, and (after this item is approved) updating the volunteer board database appropriately.

Attachments or Links.

None.

Suggested Motion.

I move to reappoint Mary McCarthy, Mary Beth Coyne and Doug Halsey to the Design Review Committee for two-year terms, which shall expire October 31, 2025.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: November 6, 2023

RE: Town Manager's Report

National League of Cities Membership Renewed

The Town of Jackson has been a member of the National League of Cities (NLC) since 1982. From their website:

The NLC is an organization comprised of city, town and village leaders that are focused on improving the quality of life for their current and future constituents. With nearly 100 years of dedication to the strength and advancement of local governments, NLC has gained the trust and support of more than 2,700 cities across the nation. Our mission is to relentlessly advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions. More information can be found on their website <https://www.nlc.org/about/>

Members of the Town Council have attended the annual conference in the past as well as the Congressional Cities Conference held in Washington, DC each year. In the past we have had Councilmembers attend committee meetings as well. Annual membership dues are population based and the cost is currently \$1701. The Town will continue to pay our membership dues to this organization unless directed otherwise by the Town Council.

Childcare Spaces Available at Si Ferrin

Town employees and other affiliated groups such as members of the Town Council, Joint County/Town Department employees, Town appointed boards, and members of social and human services agencies funded by the Town were sent information about placement availability in December at Si Ferrin for childcare for children birth to 2.5 years. The notice indicated that there were 10 spaces available on the east side of Si Ferrin. As of the writing of the Town Manager's Report, 3 applications were received, 2 from Town employees and one from a Joint County/Town Department employee. Staff will provide an update at the Council meeting on the total number of applications received.

Sustainable Strategies Grant Consultants Update

As seen through the list and opportunities attached to this Town Manager's Report, the Town has thoroughly optimized its relationship with Sustainable Strategies (S2) and utilized this partnership to apply for as many grants as possible under our current contract. This contract with S2 runs through June. So, going forward, we will finish work on pending drafts, continue to

meet monthly, monitor pending applications, and pause work on new grants beyond what is listed below until next summer. If needed, we may consider entering into a per-grant contract for grant opportunities that align well with Town programs or services that we were not ready to apply for last year.

Wyoming Energy Authority grant update

The Wyoming Energy Authority State Energy Program has awarded the Town of Jackson \$15,000 to go towards improving the efficiency of lighting in Town Hall. A 10% match is required. Town Council approved pursuing this grant opportunity on July 26, 2023.

WaterSMART Cooperative Watershed Management Phase 1 Grant

The US Bureau of Reclamation is offering funding of up to \$300,000 to develop a watershed group, complete watershed restoration planning activities, and design watershed management projects. Last year, Trout Unlimited applied for funding to create a local watershed group but did not receive funding. They moved forward with the creation of the group with financial support from a wide variety of organizations. Town staff have participated in the initial meetings of this group, which involve diverse stakeholders from the region, including water users, businesses, nonprofit organizations, and government agencies. Trout Unlimited intends to apply for grant funding to help them continue to manage the watershed group and to reduce the financial burden on supporting organizations. While Trout Unlimited will do the bulk of the writing, they seek support from Sustainable Strategies (S2) to help make their application more likely to receive funding. The grant application is due December 5, 2023. Upon approval of this Town Manager report, staff will proceed with connecting S2 and Trout Unlimited to support their grant application.

US Environment Protection Agency Environmental Education Local Grants

The US EPA is offering local grants of up to \$100,000 to support projects that design, demonstrate, or disseminate environmental education programs that increase public awareness and knowledge of local environmental issues and provide participants with the skills to make informed decisions and take action. At least 25% of the funding must be in sub-grants of \$5,000 or less to other organizations. Coombs Outdoors works with numerous partners to provide educational opportunities for the youth in its programs. They are interested in applying for and administering this grant and seek help from the Town of Jackson through the support of Sustainable Strategies. The Town of Jackson will not contribute fiscally. Coombs Outdoors would be the primary applicant and will manage the grant. Applications are due November 8th, 2023. Upon approval of this Town Manager report, staff will proceed with connecting S2 and Coombs Outdoors for this grant application.

Equal Employment Opportunity (EEO)/Title VI Program Related to START

Since August of 2022, the Town of Jackson has had a detailed EEO/Title VI Program in place in order to comply with the Federal Transit Administration (FTA) regulations related to START (attached). This program was developed utilizing a template provided by FTA and approved by our Town Manager pursuant to FTA Circular 4702.1B. Ch. II, Section 5. Pursuant to

requirements, the Town of Jackson disseminates the program and collects receipt signatures from all new hires in the organization.

The EEO/Title VI Program is a document developed by the Town that demonstrates how we are complying with Title VI requirements as a result of being an FTA grant recipient.

During preparation for the Idaho Department of Transportation and Wyoming Department of Transportation audits, staff learned that the EEO/Title VI Program should also be approved by the Town Council once every 3 years. Staff is requesting Council approval of the EEO/Title VI Program to further demonstrate the Town's compliance. With the approval of the Town Manager's report, staff will record the approval date in the introduction section of the program and present it to Council once every 3 years.

Grant	Date Applied	Status	Amount	Name
WY Water and Sewer ARPA Grant	8/12/2022	Applied For/Approved	\$1,500,000	Well 9
WY Water and Sewer ARPA Grant	8/12/2022	Applied For/Denied	\$680,000	Stormwater Infrastructure Improvement Project
WY Outdoor Recreation Grant Program	8/30/2022	Applied For/Denied	\$750,000	Public Shower Facility
USDA Composting and Food Waste Reduction Pilot Program (CFWR)	8/31/2022	Applied For/Awarded	\$300,000	ISWR's Curb to Compost Commercial Expansion Project
USDOT Safe Streets for All (SS4A)	9/14/2022	Applied For/Awarded	\$480,000	Comprehensive Safety Action Plan
USEPA's Solid Waste Infrastructure for Recycling (SWIFR)	2/15/2023	Applied For/Denied	\$2,500,000	Creating a Circular Economy to Achieve Zero Waste
Western Water Advocates Adapting to Climate Change in WY	3/31/2023	Applied For/Approved	\$30,000	Participatory Planning for Equitable Climate Action in Jackson
DOJ Law Enforcement Mental Health and Wellness Act (LEMHWA)	4/14/2023	Applied For/Denied	\$200,000	JPD Health & Wellness Support Services Expansion Initiative
WY First Responder & Law Enforcement Mental Health Support	4/24/2023	Applied For/Approved	\$200,000	JPD Health & Wellness Support Services Expansion Initiative
USDA Farmers Market Promotion Program	5/2/2023	Applied For/Pending	\$96,269	Farm Stand and On-Line Market Expansion
USDOT Charging and Fueling	5/30/2023	Applied For/Pending	\$6,882,000	Jackson-Teton-Yellowstone EV Charging Expansion Project
FTA Bus and Bus Facilities	5/30/2023	Applied For/Denied	\$201,550	TBD
WY State Energy Program Local Government Retrofits	6/30/2023	Applied For/Pending	\$50,000	Lighting and Temperature Regulation Upgrades
NEA Grants for Arts Projects	7/6/2023	Applied For/Pending	\$75,000	Jackson: Celebrating Transportation with Public Art Project
DOE Buildings Upgrade Prize	7/18/2023	Applied For/Pending	\$400,000	Jackson Affordable Housing Energy Efficiency Upgrade Project
American-Made Challenges Buildings Upgrade Prize	7/18/2023	Applied For/Pending	\$400,000	Jackson Affordable Housing Energy Upgrade Project
WY Local Government Project ARPA Grants	8/4/2023	Applied For/Pending	\$1,250,000	Flat Creek Apartments
SLIB Local Government Project ARPA Grants	08/04/2023	Applied For/Pending	\$1,250,000	Flat Creek Apartments
USDOT PROTECT Grants	8/18/2023	Applied For/Pending	\$750,000	Transportation Vulnerability Assessment & Evacuation Planning
Small Rural Tribal Body Worn Camera Program	9/30/2023	Applied For/Pending	\$23,507.07	Body Worn Cameras
WY DEQ Clean Water Act Section 319 (reviewing)	10/4/2023	Applied For/Pending	\$300,000	Gregory Lane Stormwater Infrastructure
WY DEQ Nonpoint Source Clean Water Act section 205J (reviewing)	10/4/2023	Applied For/Pending	\$39,150	Flat Creek USGS Sedimentation Study
WaterSMART Planning and Project Design	10/17/2023	Applying	TBD	TBD
USBR WaterSMART Cooperative Watershed Management Phase	12/5/2023	Applying	TBD	TBD

**Town of Jackson, Wyoming
And
Southern Teton Area Rapid Transit (START)**



**Equal Employment Opportunity (EEO)/Title VI
Program
November 6, 2023**

INTRODUCTION

START Bus is a Town of Jackson department that is jointly funded by the Town of Jackson, Wyoming and Teton County, Wyoming. We have a Joint Powers Agreement setting forth a Joint Powers Board that serves as an advisory board to the START Bus System. This EEO Program reports on only those positions within the Town of Jackson organization that are transit related. That includes all START Bus employees, Town Administration, Personnel, Finance, as well as mechanics in the Public Works Department that service START Bus vehicles.

The Town of Jackson and START Bus is committed to the concept and practice of equal employment opportunity and affirmative action in all aspects of employment. In developing and implementing this EEO Program, the Town of Jackson and START Bus has been guided by established policy of providing equal employment opportunity. The Town of Jackson has completed an EEOP for another program in Town government since 2010. The Town Council of the Town of Jackson adopted a Non-Discrimination Ordinance on July 16, 2018 that sets out a process for filing complaints and how those complaints will be handled for anyone within the Town of Jackson including the Town of Jackson organization. Complaint procedures for Title VI are posted on the START Buses and also on the START website.

This EEO Program was approved by the Town Council on November 6, 2023.

Table of Contents

- I. Policy Statement
- II. EEO Officer Designation
- III. Dissemination
- IV. Statistical Assessment
- V. Employment Procedures and Practices
- VI. Complaint Procedures
- VII. Underutilization Analysis and Goals
- VIII. Monitoring and Reporting
- IX. Problem Areas Identified

I. Policy Statement

The Town of Jackson, as well as each of the Departments within the Town of Jackson including START Bus, has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity and sexual orientation), age, genetic information, disability, or veteran status, or other protected class.

This Town of Jackson EEO Policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation, and use of facilities for transit related employees.

All applicants and employees have the right to file complaints alleging discrimination. As the Interim Town of Jackson Town Manager, I, Tyler Sinclair, maintain overall responsibility and accountability for the Town of Jackson's compliance with its EEO Policy and Program of which the START Bus is one Department. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, I have appointed, Roxanne Robinson, the Assistant Town Manager, as the Town of Jackson's EEO Officer. The Assistant Town Manager reports directly to me and acts with my authority with all levels of management, labor unions, and employees.

All Town of Jackson executives, management, and supervisory personnel, however, share in the responsibility for implementing and monitoring the Town of Jackson's EEO Policy and Program within their respective areas and may be assigned specific tasks to ensure compliance is achieved. The Transit Director over the START Bus system is one such manager that shares in this responsibility. The Town of Jackson will evaluate its manager's and supervisor's performance on their successful implementation of the Town of Jackson's EEO policies and procedures in the same way the Town of Jackson assesses their performance regarding other goals for the organization.

The Town of Jackson is committed to maintaining its non-discrimination program that sets forth the policies, practices and procedures, to which the Town is committed and the Town of Jackson will make the EEO Policy and Program available for inspection by any employee or applicant for employment upon request. Further the Town of Jackson is committed to administering this EEO Policy and Program to overcome the effects of any past discrimination on minorities and women.

As Town Manager, I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity, respect, and equity under the guidelines of our EEO Policy and Program.

Tyler W. Sinclair

Date

II. EEO Officer Designation

- A. The Town Manager bears the overall responsibility for the implementation of the Town of Jackson's EEO Program. The Assistant Town Manager serves as the Town of Jackson's and START Bus' EEO Officer. This position is an executive and reports directly to the Town Manager who is the Chief Executive Officer of the Town organization. The 2023 EEO Officer is Roxanne Robinson. Because of the small size of the Town of Jackson organization (In August of 2022 - 121 full time benefitted employees and 23 variable hour employees), this person has other responsibilities rather than being a full time EEO officer. This person is also responsible for processing employment discrimination complaints. The Assistant Town Manager has been given top management support for managing the EEO program.
- B. In addition to the other duties assigned to the Assistant Town Manager, the Assistant Town Manager is responsible for:
 - 1. All recruitment and selection processes within the Town organization and START Bus;
 - 2. Providing oversight or direct involvement in all interviews and promotions;
 - 3. Maintaining contact with local minority organizations, women's and handicapped groups;
 - 4. Periodically reviewing all aspects of employment;
 - 5. Classification, compensation, and monitoring discipline of all employees;
 - 6. Recruiting, evaluating and referring applicants for employment, promotion or transfer;
 - 7. Maintaining all personnel records and data necessary for monitoring and determining compliance with policies;
 - 8. Holding regular discussions within the organization to ensure the Town of Jackson's policies and procedures are being followed;
 - 9. Reviewing qualifications to ensure full opportunities are provided;
 - 10. Supporting and conducting basic career counseling for employees;
 - 11. Ensuring that posters are properly displayed on all employee bulletin boards.

III. Dissemination

This EEO Policy and Program shall be made available upon request to all employees through the Assistant Town Manager's Office. All new employees shall receive information describing employee related benefits and equal employment opportunity policies as part of the Policy Manual and any employee handbook that is provided. This EEO Policy and Program is a supplement to the Town of Jackson's Policy Manual or any employee handbook utilized by the Town of Jackson and shall be posted on the Town of Jackson's Intranet page so that it is available to all current Town employees as well as posted on the Town of Jackson's Internet page so that it is available to the general public. All internal and external job postings shall state that the Town of Jackson is an EEO Employer.

IV. Statistical Assessment

As noted in Section 1.4 of FTA C4704.1A, because the Town employees between 50-99 transit-related employees and receives capital or operating assistance in excess of \$1Million in the previous Federal fiscal year, or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year, the Town of Jackson must only prepare and maintain an abbreviated EEO Program and we are not required to conduct a utilization analysis with goals and timetables or to submit the EEO Program to FTA every four years. Instead, the Town of Jackson is required to provide the EEO Program to FTA if requested by the Office of Civil Rights or for any State Management Review or Triennial Review.

V. Employment Procedures and Practices

A. Recruitment

The Town of Jackson will aggressively recruit the most qualified people to staff the organization; and in doing so, it will afford equal opportunity for reemployment, placement, training, promotion, and salary to all persons without regard to any protected status. The Assistant Town Manager is responsible for establishing recruitment, examination and selection procedures and is responsible for all personnel activity at the Town of Jackson and each Department thereof, including START Bus.

When the Town of Jackson or START Bus determines that it is necessary to create a position or to fill a vacancy, the Assistant Town Manager will handle the recruitment in one of the following ways:

1. Open Competitive Recruitment

An announcement/ad will be developed which includes a brief description of the position, the minimum qualifications required to do the job, the salary or hourly wage, and the period of time during which applications will be accepted. The ad will be:

- Posted on the Town of Jackson's website. The job description for the position will be updated to reflect any changes in duties since the last time the position was filled.
- Sent to the local Wyoming Workforce Office for posting.
- Sent to the local offices of any women or minority groups for posting.
- Provided to all Town Departments for internal posting.
- Abbreviated and sent to the local newspaper for paid advertising in the classified section.

Depending on the nature of the position, the position might also be posted on national recruitment sites, professional association sites, national transit sites, public works/vehicle maintenance sites, overall city management sites, or financial organization sites.

2. Internal Competitive Recruitment

When the Assistant Town Manager determines that there are an adequate number of employees who might be qualified for a position vacancy, the position vacancy notice will be developed as outlined above and may be sent to each Town Department to post internally or posted both internally and externally simultaneously.

B. Selection Process

Applicants will be treated in a uniform manner and without regard to any protected status. Immediate family will not be employed in a supervisory relationship or where there is a probability of close personal interaction between near relatives in the course of their duties.

1. Applicant Evaluation

For full time and part time regular positions which have received budget authorization for full benefits, screening of applications/candidates will be conducted by the Assistant Town Manager or their designee and the Department Director for the position. Additional screening of applications/candidates may also be extended to the direct supervisor for the position or others as designated by the Assistant Town Manager.

Screening of applications/candidates for seasonal or variable hour positions will be conducted by the Department Director or Operations Manager or division leader in charge of the position but may also include the Assistant Town Manager.

Evaluation of applications may include, but not be limited to:

- a. The accurate and timely completion of the application along with any required attachments such as driving record, etc.;
- b. An evaluation of the application to determine whether or not the applicant meets the stated minimum requirements of the position;
- c. Any one or more of the following procedures: a written test, an oral interview in person or over a digital platform, a performance test, or an evaluation of experience and training to determine qualifications.
- d. Verification of any required licenses, certifications, work history, driving records, academic records, or other records as may be required to fulfill the duties of the position;
- e. An interview with the Assistant Town Manager or their designee, Department Director or their designee, Direct Supervisor for the position, Operations Manager, or a combination thereof;
- f. A medical examination or medical tests to determine fitness for the position including pre-employment drug tests;
- g. A check of personal and professional references;
- h. A complete background check for financially sensitive positions; and
- i. A criminal history check.

2. Selection

For routine full and part time regular positions that are fully benefitted and authorized through budget authorization, after interviews are concluded, the Assistant Town Manager provides approval for hiring the candidate under the authority of the Town Manager. For higher level positions in the organization or for offers of employment at a notable salary above routine, the Assistant Town Manager will make a recommendation on a preferred candidate or proposed salary to the Town Manager and the Town Manager provides approval for hiring the candidate and the salary being offered. Should the Assistant Town Manager not find someone suitable for the position, the position advertising period may be extended, suspended, or other alternatives discussed for filling the position(s) utilizing existing staff or other creative methods.

For seasonal/variable hour positions, a recommendation and a request for a conditional offer is made to the Assistant Town Manager by the Department Director, Operations Manager, or Division leader handling the recruitment, and the Assistant Town Manager provides approval for hiring the candidate under the authority of the Town Manager.

C. Job Descriptions

Job descriptions are periodically reviewed, evaluated and, where necessary revised to ensure that they are job-related and to ensure that they do not screen out minorities and women.

D. Transfer, Reclassification, Promotion, and Shift Scheduling Practices

The Town of Jackson's transfer, reclassification and promotion practices are periodically monitored to ensure that lateral and vertical movement occurs without regard to any protected status.

Seniority within the organization plays a role in terms of transfer, promotional practices, and shift scheduling for seasonal/variable hour START Transit Operator positions and is utilized without regard to any protected status. Seniority is determined for variable hour START Transit Operators based on total hours worked during the past 7 years.

E. Compensation and Benefit Programs

The object of the Town of Jackson's compensation and benefit programs is to permit the Town and its Departments to attract, retain and motivate high caliber employees and to provide salaries and benefits commensurate with the Town's financial goals and constraints and with comparable and competing organizations. The compensation and benefit programs are periodically reviewed to ensure equal treatment is provided to all employees. The established programs are non-discriminatory and are administered without regard to any protected status.

Seasonal/variable hour employees are eligible for health insurance pursuant to the Town's policy in accordance with the Patient Protection and Affordable Care Act. That policy is attached as Exhibit A.

F. Disciplinary Procedures and Termination

Employees of the Town of Jackson and all departments thereof, including START Bus, are at-will employees which means that employment can be terminated by either party at any time for any reason or for no reason. Disciplinary actions may be initiated as deemed necessary by the Town with or without cause at the sole discretion of the Town. Depending upon the circumstances, one or more of the following kinds of disciplinary actions may be taken: suspension without pay, demotion, or termination. An employee can be terminated at any time for any reason or for no reason. The Department Director shall recommend disciplinary actions in writing to the Personnel Director, and they require the Town Manager's approval.

Prior to termination, an employee shall be offered an informal pre-termination meeting before the Town Manager and Personnel Director. At the meeting, the employee will be able to state their reasons as to why the termination should not take place.

An employee may be suspended without pay and without prior notice if the employee engages in personal conduct detrimental to service with the Town, to avoid undue disruption of work, or to protect the safety of persons or property.

G. Layoffs

In the event a reduction in force situation should occur, employees shall be laid off as specified by the Town Manager without regard to any protected status. Employees who are laid off because of a reduction in force shall be given at least two weeks notice of anticipated lay-off and shall be given first opportunity to return to work should an opening become available commensurate with their skills.

The Town Manager shall prepare and implement lay-off procedures due to a lack of funds, lack of work, reorganization, or any other reason he deems appropriate. The Town Manager shall determine the number and kind of positions to be affected.

Variable hour START Transit Operators may be laid off periodically because of reduced service levels. Variable hour START Transit Operators are laid off based on seniority with the START Department.

H. Training

Training is provided to all full and part time regular employees equally without regard to any protected status. Training for variable hour/seasonal employees is provided by each Department as appropriate. For START Transit Operators, training is historically provided prior to the winter season, either in October or November.

VI. Complaint Procedures

Any person believing they have been excluded from, denied participation in, denied the benefits of, or otherwise has been subjected to discrimination under any Town of Jackson or START Bus service, program or activity (whether Federally funded or not) due to that person's protected status has the right to file a complaint.

A. Filing a Complaint

An individual, group of individuals or entity may file a formal EEO complaint with the Town of Jackson or START Bus utilizing the Title VI Complaint Form attached as Exhibit B and found on the Town of Jackson START website. Complaints shall be submitted to the Assistant Town Manager in writing, signed and dated, manually or submitted digitally within 180 days of the alleged discriminatory act (or latest occurrence). The complaint should be submitted to the following address:

If Digitally submitted: EEOfficer@jacksonwy.gov

If submitted in writing:

Attn: Assistant Town Manager
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

The complaint should include the name, address, phone number and signature of complainant. The formal complaint should describe the alleged act that violates the EEO Policy and Program in detail.

The Assistant Town Manager will be responsible for notifying the respondent(s) of the complaint within five working days of receipt. The Assistant Town Manager's name and telephone number shall be included.

B. Investigation of a Complaint

An investigation by the Assistant Town Manager or an otherwise qualified investigator will be initiated within 15 working days of receipt of the complaint. The complainant should submit any documentation he/she perceives as relevant to proving his/her complaint. The respondent will be given the opportunity to respond to all aspects of the complainant's

allegations. The Assistant Town Manager or qualified investigator will determine, based on relevancy or duplication of evidence, which witnesses will be contacted and questioned. Once the investigation is completed, a final report will be provided to the complainant, START Bus, and if conducted by an outside investigator, also to the Assistant Town Manager. The final report will include the following:

- The written complaint containing the allegations, basis, and date of filing;
- Summarized statements taken from witnesses;
- Findings of fact;
- Conclusions (based on all evidence in the record) that the complaint is substantiated or unsubstantiated;
- Action(s) START Bus must take to correct deficiencies and to ensure Title VI compliance (if applicable);
- If corrective action(s) is required START Bus will be given thirty calendar days to inform the Assistant Town Manager of the actions taken for compliance;
- START Bus may implement corrective actions after the initial thirty calendar days with projected time period(s) in which those actions are scheduled to be completed. All corrective actions must be implemented within sixty calendar days;
- If the corrective action(s) have not been completed within the initial thirty day time period allowed, START Bus will be found to be in noncompliance with Title VI and implementing rules and regulations, and a referral will be made to WYDOT for further action in regards to noncompliance.

The complainant and START Bus shall be notified of all appeal rights pursuant to 49 CFR 21.

EEO and Title VI Complaints Log

The Town of Jackson Assistant Town Manager shall maintain a log of EEO Policy and Program and Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint.

VII. Underutilization Analysis and Goals:

As noted in Section 1.4 of FTA C4704.1A, because the Town employees between 50-99 transit-related employees and receives capital or operating assistance in excess of \$1 Million in the previous Federal fiscal year, or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year, the Town of Jackson must only prepare and maintain an abbreviated EEO Program and we are not required to conduct a utilization analysis with goals and timetables or to submit the EEO Program to FTA every four years. Instead the Town of Jackson is required to provide the EEO Program to FTA if requested by the Office of Civil Rights or for any State Management Review or Triennial Review.

VIII. Monitoring and Reporting

A. Monitoring

The Assistant Town Manager meets with the Town Manager on a weekly basis to discuss the status of job vacancies, recruitment efforts, employee housing availability, training programs and any performance/disciplinary issues in the organization. Additionally, a separate meeting has been scheduled to meet 3 times per year to specifically discuss Equal Employment Opportunities, any

complaints, and how the Town is working to increase representation of underrepresented women and minorities in the workplace. Because of the significant and extreme cost of living in the area, the Town of Jackson and START Bus struggles to attract and retain employees in all categories, especially with Transit Operators. We continue to investigate and pursue all avenues for hiring employees including Transit Operators, and those avenues include employee and affordable housing, wages, commuter bus service, etc. The Town of Jackson offers Spanish fluency stipends to full time and variable hour employees. These stipends extend up to \$400/month depending on the level of fluency and ability to utilize all forms of fluency including speaking, writing, and reading. The Town of Jackson also reaches out regularly to CLIMB Wyoming in terms of employing women in the workforce.

B. Report Accomplishments and Lack of Accomplishments to Management

Accomplishments and lack of accomplishments will be presented to the Town Manager and discussed 3 times per year specifically related to Transit related positions. An EEO Report will be updated annually and posted internally and externally.

C. Enable the Evaluation of the Program During the Year

All policies and recruitment/employment practices are open for evaluation during the year and complaints/comments are welcome.

IX. Problem Areas Identified

Housing continues to be a barrier to equal access to employment with the Town of Jackson. The Town of Jackson continues to pursue opportunities for additional employee rental and ownership opportunities for all employees including Transit related employees both full time and variable hour.

Exhibit A
Policy on Provision of Health Insurance for Variable Hour Employees

Implementation Date: July 1, 2015

Measurement Period Implementation: June 1, 2014

Town Manager Authorization June 1, 2014

Purpose: The purpose of this policy is to outline the provisions for health insurance coverage to Variable Hour employees pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA). A Variable Hour employee is an employee other than regular Full Time. A regular Full Time employee is one that works 30 hours per week or more and whose position is authorized for full benefits including leave time, etc. This policy shall be provided to all Variable Hour employees on June 1 of 2014 and all new hires after that date.

Eligibility:

1. The Administrative Period is June of each year with June of 2015 as the first Administrative Period. During June of each year, the Town will look back over the Measurement Period of 12 months to determine if any Variable Hour employees are eligible for health insurance coverage pursuant to the PPACA.
2. To be eligible, Variable Hour employees must have averaged 30 hours/week during the previous Measurement Period.
3. The Measurement Period is 12 months and runs from June 1 to May 31 of each year. For Variable Hour employees hired after June 1 of 2014, for their first 12 months of employment their Measurement Period will be 12 months from their date of hire and their Administrative Period will be the 13th month after their date of hire. Thereafter, the employee will fall under the same Measurement Period and Administrative Period as other employees.
4. Includes only medical insurance coverage.
5. The Stability Coverage Period is 12 months and runs from 7/1 through 6/30. This period overlaps with the Administrative Period.
6. Once an employee becomes eligible for coverage and they elect the Town of Jackson's coverage, they are covered for 12 months, regardless of the amount of hours worked.
7. Coverage can be declined.
8. Scheduling will be conducted such that staff does its best to schedule those variable hour employees already covered on insurance for a minimum of 30 hours/week.
9. Scheduling will be conducted such that staff creates as many opportunities for a variable hour employee to meet and maintain an average of 30 hours/week with the understanding that there still will be scheduling challenges that are not conducive to averaging this amount but that those challenges will be minimized to the greatest extent possible.

Health Insurance Coverage and HSA Contributions from the Town of Jackson:

1. The Town has a Health Savings Account (HSA) and the Town contributes match funding to the HSA for each regular full-time employee and eligible variable hour employee. HSA contributions are currently a dollar for dollar match up to the maximum. For example an employee must contribute \$10/month to receive \$10/month in match money from the Town of Jackson. These contributions can be changed for individuals at their request, through the Finance Department at any time during the year. For variable hour employees, the contribution would be the same as it is for regular full time employees.
2. The Town matches up to \$2500 for family coverage and up to \$1250 for single coverage.
3. Variable hour employees eligible for Medicare are not eligible for the HSA plan and will instead be provided a dollar for dollar match into deferred comp for as long as the Town of Jackson offers this option.

Termination of Coverage and Provision of COBRA:

1. Coverage will be terminated at the end of the stability period if a variable hour employee has not maintained the 30 hour/week average as calculated during the administrative period for the 12 month measurement period.
2. Coverage will be terminated if the employee separates employment of their own volition.
3. When a covered variable hour employee is laid off by the Town of Jackson, the employee will be asked to sign a document indicating their intent to return to work when work becomes available. If they have no intention of coming back to work, they are no longer a variable hour employee and no longer eligible.
4. Once coverage has been terminated, the variable hour employee will be sent COBRA paperwork where they have the option of remaining on the Town's insurance while making their own premium payments.

5. If coverage for a variable hour employee is terminated, upon rehire, the Town will begin a new measurement period for that employee.

For questions regarding this policy, please contact Roxanne Robinson, Assistant Town Manager at 733-3932x1107.

Exhibit B

START Bus Title VI Policy and Notice in English and Spanish

START Bus operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the 1964 Civil Rights Act. To find out more about our nondiscrimination obligations, to file a complaint, or to request this information in another language, please contact us at Town of Jackson Assistant Town Manager, 150 East Pearl Avenue, Jackson, WY 83001; (307) 733-3932x1107; or email: rrobinson@jacksonwy.gov.

START Bus opera sus programas y servicios, sin distinción de raza, color y origen nacional, según el Título VI de la Ley de Derechos Civiles de 1964. Para obtener más información sobre el programa de derechos civiles del START Bus o para obtener más información sobre los procedimientos para presentar una queja, llame al Town of Jackson Assistant Town Manager, 150 East Pearl Avenue, Jackson, WY 83001; (307) 733-3932x1107; o por correo: rrobinson@jacksonwy.gov.

START Title VI Complaint Form and Instructions

Title VI Complaint Procedures

The complaint procedures cover the following:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Executive Order 12898
- Executive Order 13166

Any person believing he or she has been excluded from, denied participation in, denied the benefits of, or otherwise has been subjected to discrimination under any START Bus service, program or activity (whether Federally funded or not) due to that person's race, color, national origin, gender, age, disability, economic status, or limited English proficiency has the right to file a complaint.

Title VI Complaint Reporting

An individual, group of individuals or entity may file a formal Title VI complaint with START Bus. Complaints shall be submitted to the Assistant Town Manager in writing, signed and dated, within 180 days of the alleged discriminatory act (or latest occurrence). The complaint should be submitted to the following address:

Attn: Assistant Town Manager
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

The complaint should include the name, address, phone number and signature of complainant. The formal complaint should describe the alleged discriminatory act that violates Title VI in detail.

Title VI complaints may also be filed directly with the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), within the 180 day period of the alleged discriminatory act (or latest occurrence).

The Assistant Town Manager will be responsible for notifying the respondent(s) of the complaint within five working days of receipt. The Assistant Town Manager's name and telephone number shall be included.

Title VI Complaint Investigations

An investigation by the Assistant Town Manager or an otherwise qualified investigator will be initiated within 15 working days of receipt of the complaint.

The complainant should submit any documentation he/she perceives as relevant to proving his/her complaint.

START Title VI Complaint Form and Instructions

The respondent will be given the opportunity to respond to all aspects of the complainant's allegations.

The Assistant Town Manager or qualified investigator will determine, based on relevancy or duplication of evidence, which witnesses will be contacted and questioned.

Once the investigation is completed, a final report will be provided to the complainant, START Bus, and if conducted by an outside investigator, also to the Assistant Town Manager. The final report will include the following:

- The written complaint containing the allegations, basis, and date of filing;
- Summarized statements taken from witnesses;
- Findings of fact;
- Conclusions (based on all evidence in the record) that the complaint is substantiated or unsubstantiated;
- Action(s) START Bus must take to correct deficiencies and to ensure Title VI compliance (if applicable);
- If corrective action(s) is required START Bus will be given thirty calendar days to inform the Assistant Town Manager of the actions taken for compliance;
- START Bus may implement corrective actions after the initial thirty calendar days with projected time period(s) in which those actions are scheduled to be completed. All corrective actions must be implemented within sixty calendar days;
- If the corrective action(s) have not been completed within the initial thirty day time period allowed, START Bus will be found to be in noncompliance with Title VI and implementing rules and regulations, and a referral will be made to WYDOT for further action in regards to noncompliance.

The complainant and START Bus shall be notified of all appeal rights pursuant to 49 CFR 21.

Title VI Complaints Log

The Town of Jackson Assistant Town Manager shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint.

START

Title VI Complaint Form

Section I

Name:

Address:

Telephone (Home/Cell):

Telephone (Work):

Email Address:

Section II

Are you filing this complaint on your own behalf: Yes ☐ No ☐

*If you answered yes to this question, go to Section III.

If you answered no please enter the name and relationship of the person you are filing the complaint against:

Name:

Relationship:

If you are filing a complaint as a third party, please explain why in the space below:

Have you have obtained permission of the aggrieved party if you are filing on behalf of a third party: Yes ☐ No ☐

Section III

I believe the discrimination I experienced was based on (check all that apply):

☐ Race☐ Color☐ National Origin

Date of Alleged Discrimination
(Month, Day, Year):

Date:

Explain, as clearly as possible, that happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses. If more space is needed please attach additional sheets to this form:

Section IV

Have you previously filed a Title VI complaint with the Town of Jackson Assistant Town Manager or START? Yes ☐ No ☐

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? Yes ☐ No ☐

If yes, please check and name all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____

☐ State Agency: _____

☐ State Court: _____

☐ Local Agency:_____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title:_____

Agency:_____

Address:_____

Telephone:_____

Section VI

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

Signature: _____

Date: _____

Please submit this form in person at the address below, or mail form to:

Assistant Town Manager

150 East Pearl Avenue

P.O. Box 1687

Jackson, WY 83001