

# Special Town Council Meeting

November 13, 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/82463168334?pwd=bzQ3YkxCdm9kNlRhQ0lyMzJVbDA2UT09>

If the link does not work, join at zoom.com with Webinar ID **824 6316 8334** Password: **83001**

or join by phone **+1 253 205 0468** with Webinar ID **824 6316 8334** and Password: **83001**

## II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
  - 1. Lung Cancer Awareness Month
  - 2. Small Business Saturday

## 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](mailto: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. November 6, 2023 Regular Town Council Meeting
- B. Disbursements
- C. October Municipal Court Report
- D. Temporary Sign Permit for Soroptimist (P23-183) (Paul Anthony)
- E. Temporary Sign Permit for Winter Farmers Market (P23-184) (Paul Anthony)
- F. Temporary Sign Permit for JH Airport Shuttle (P23-186) (Paul Anthony)
- G. Temporary Sign Permit for The Skating Club of JH (P23-177) (Paul Anthony)

*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.*

H. Jackson Police Department LPR Policy (Michelle Weber)

**V. DISCUSSION/ACTION ITEMS**

A. Community Development

1. State Legislative Agenda and Approach (Susan Scarlata)

**VI. ORDINANCES**

A. Ordinance Z: An Ordinance Repealing Noise from the Special Event Section in the Municipal Code (Third Reading, to be designated Ordinance 1353)

B. Ordinances A-C, Ordinances Adding Bias Crimes, Amending Discrimination in Housing and Public Accommodations and Regarding Penalties for Assault, Battery, and Unlawful Contact (Third Reading, to be designated Ordinances 1354, 1355, and 1356)

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

C. Ordinance D: An Ordinance Regarding Penalties for Short-Term Rental Provisions from the Municipal Code (Third Reading, to be designated 1357)

D. Ordinance E: An Ordinance Amending Water and Sewer Rates (Second Reading)

**VII. TOWN MANAGER'S REPORT**

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.

## **LUNG CANCER AWARENESS MONTH**

### **Recognizing November 2023 as Lung Cancer Awareness Month**

**WHEREAS**, lung cancer is the third most common cancer in the U.S. and is the leading cause of cancer death among men and women in the United States; and

**WHEREAS**, according to the Centers for Disease Control and Prevention, there were 197,453 new lung cancer cases and 136,084 deaths because of lung cancer in 2020 in the U.S.; and

**WHEREAS**, the 5-year survival rate for localized lung cancer is 56%, yet only 16% of lung cancers are diagnosed at this stage; and

**WHEREAS**, 10-20% of lung cancers, or 20,000-40,000 cases each year, happen in “never smokers” or people that smoked fewer than 100 cigarettes in their lifetime; and

**WHEREAS**, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and

**WHEREAS**, organizations working in Jackson, such as the American Lung Cancer Screening Initiative and Women’s Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Jackson.

**NOW, THEREFORE**, I, Arne Jorgensen, Mayor Pro Tem of the Town of Jackson, do hereby proclaim November 2023 as Lung Cancer Awareness Month, and recognize the need for research in lung cancer, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

**DATED THIS 13<sup>th</sup> DAY of NOVEMBER 2023.**

**TOWN OF JACKSON**

ATTEST:

\_\_\_\_\_  
Arne Jorgensen, Mayor Pro Tempore

\_\_\_\_\_  
Riley Taylor, Town Clerk

**SMALL BUSINESS SATURDAY AND SHOPPING LOCALLY**

**WHEREAS**, the Jackson community celebrates our local small businesses and the contributions they make to our local economy and community; and

**WHEREAS**, according to the United States Small Business Administration, there are 33.2 million small businesses in the United States, employing 61.7 million Americans; and

**WHEREAS**, from 1995 to 2021, small businesses created 17.3 million new jobs, accounting for 62.7% of net jobs created since 1995; and

**WHEREAS**, 72% of consumers report that Small Business Saturday® makes them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

**WHEREAS**, Small Business Saturday drove an estimated \$17.9 billion in spending, with 72% of shoppers saying they will continue to Shop Small throughout the holiday season because of the impact it has on their local community; and

**WHEREAS**, the Jackson Town Council supports our local businesses that create jobs, boost our local economy, and preserve our community; and

**WHEREAS**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, I, Arne Jorgensen, Mayor Pro Tem of the Town of Jackson do hereby proclaim November 25, 2023 as Small Business Saturday and urge the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.

**DATED THIS 13<sup>th</sup> DAY OF NOVEMBER 2023.**

TOWN OF JACKSON

\_\_\_\_\_  
Arne Jorgensen, Mayor Pro Tempore

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk



## TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 6, 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, Jim Rooks, and Jessica Sell Chambers.

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

Council recited the Pledge of Allegiance and Land Acknowledgement. Mayor Morton Levinson proclaimed National Apprenticeship Week and introduced William Thornsley, Riley Williams, and Casey Holden.

**Public Comment.** There was no public comment.

**Consent Calendar.** A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the consent calendar including items A-J as presented with the following motions:

- A. **Meeting Minutes.** To approve meeting minutes from the October 16, 2023 Regular Town Council Workshop and Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. ACE HARDWARE \$1,011.10; ADVANCED NETWORK MANAGEMENT, INC. \$20,130.82; AFFORDABLE ROAD AND DRIVE \$182,450.35; AFLAC \$2,399.87; AIRGAS INTERMOUNTAIN INC. \$38.96; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$27,282.76; ALLEN, BARBARA \$157.44; AMAZON \$1,457.20; AMERIWEST WATER SERVICES \$17,120.45; ANDAZOLA, ROB \$9.84; ANDERS GLASS AND TINT \$360.00; ANTLER MOTEL, INC. \$13,500.00; APPLE INC \$658.00; ARCHITECTURAL BUILDING SUPPLY -\$1,383.98; ARISTORENAS, MARIA \$450.00; AT&T \$1,138.55; BADILLO, MARCELA \$450.00; BERGMAN, PIERRE \$450.00; BEST BEST & KRIEGER \$8,766.50; BIG R RANCH & HOME \$640.88; BISON LUMBER \$550.95; BLUE SPRUCE CLEANERS, INC \$138.04; BOBCAT OF ROCK SPRINGS \$340.25; BRIGGS, ERIC L \$262.44; BROWN, NATHAN \$2,000.00; CENTURYLINK \$2,233.70; CITY OF DRIGGS \$1,500.19; CIVICPLUS \$5.00; COLORADO DOORWAYS INC \$85,200.28; COMMUNITY SAFETY NETWORK \$17,903.40; CONRAD & BISCHOFF INC. \$69,224.23; CONTROL SYSTEM TECHNOLOGY, INC. \$1,567.50; CREATIVE ENERGIES, LLC \$1,812.50; CROWLEY FLECK PLLP \$2,483.50; DAY, CANDRA \$450.00; DEAN'S PEST CONTROL LLC \$155.00; DELTA DENTAL PLAN OF WYOMING \$7,519.07; DEPUE, GREGORY \$1,500.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$214.60; EFORCE \$15,000.00; ENERGY LABORATORIES INC. \$1,993.00; EVOLUTION CONCRETE CUTTING \$1,005.00; EXPOSURE SIGNS INC \$185.00; FALL RIVER RURAL ELECTIC \$49.47; FIRE SERVICES OF IDAHO \$8,682.50; FLEETPRIDE \$63.42; FLORES, JUANITA \$320.00; FOWLER, LIAM \$100.00; FREEDOM MAILING SERVICE INC. \$1,876.84; FRITTS, JASON \$450.00; FSD INVESTMENTS, LLC \$14,975.00; GELCO SUPPLY INC. \$65.00; GILLIG LLC \$833.77; GOVOS, INC \$5,554.65; H & R ENTERPRISES, LLC \$359.93; HACH CHEMICAL CO. \$2,912.90; HANSEN, CLAY \$4,000.00; HARMONY DESIGN, INC \$4,921.50; HD FOWLER COMPANY \$8,152.85; HEINER, ROBERT \$80.00; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$1,644.07; HUNT CONSTRUCTION INC \$19,994.80; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$5,107.00; INTERNATIONAL INSTITUTE OF MUNICIPAL CLE \$210.00; INTERSTATE BATTERY \$1,907.40; IVY OUTDOOR SERVICES LLC \$17,902.50; JACK'S TIRE & OIL \$724.45; JACKSON CURBSIDE INC. \$2,280.00; JACKSON DOWNTOWNER, LLC \$91,279.95; JACKSON GROUP LOCKBOX \$474.32; JACKSON HOLE AIR \$15,000.00; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE NEWS & GUIDE \$3,226.90; JACKSON LUMBER INC \$305.33; JACKSON PAINT AND GLASS, INC. \$1,760.00; JACKSON STREET APARTMENTS LLC \$34,650.00; JACKSON WHOLE FAMILY HEALTH \$380.00; JEWISON, SAMUEL LEE \$155.00; JONES SIMKINS \$41,685.00; JP COOKE CO \$218.95; KEARSLEY, KURT \$274.90; KENWORTH SALES COMPANY DEPT #1 \$650.26; KRUEGER, ERICA JADE \$450.00; LANGUAGE TESTING INTERNATIONAL, INC \$198.50; LEGACY PHILANTHROPY WORKS \$5,020.00; LEONARD PETROLEUM EQUIPMENT \$79,940.87; LEPCO \$193.44; LITTLE FALLS MACHINE \$4,180.00; LOOKOUT MOUNTAIN LOGOWEAR \$684.45; MEAD & HUNT \$16,210.00; METROQUIP INC \$873.57; MIKE'S WELDING INC \$32.50; MORENO, JORGE \$1,500.00; MORTON-LEVINSON, HAILEY \$504.83; MOTOR COACH INDUSTRIES \$377.46; MSC INDUSTRIAL SUPPLY CO \$564.83; NAPA AUTO PARTS INC. \$1,084.51; NATIONAL

LEAGUE OF CITIES \$1,701.00; NELSON ENGINEERING \$1,876.00; NOLAND, STACY \$450.00; NUCOR HARRIS REHAB BOISE INC. \$8,614.21; ONE CALL OF WYOMING \$514.50; OTIS ELEVATOR COMPANY \$880.00; PELLETIER, CARL \$176.41; PERFORM PRINTING LLC \$81.65; PLATT \$117.71; PREMIER TRUCK- SALT LAKE CITY \$12,479.40; PREMIER VEHICLE INSTALLATION, INC \$147.00; QA BALANCE SERVICES INC. \$230.00; QUADIENT LEASING USA, INC. \$468.69; QUICK BROWN FOX LLC \$765.00; R & A SAFETY LLC \$1,267.00; RAE, JOSHUA \$41,799.96; RAFTELIS \$4,705.00; RON'S TOWING LLC \$250.00; RT1 INC \$57.46; RUI INC. DBA VILLAGE GARDNER \$350.50; SAFETY SUPPLY & SIGN CO., INC. \$1,435.91; SAFETY-KLEEN SYSTEMS, INC. \$308.34; SANCHEZ-MACHUCA, ROSA \$450.00; SCHEURN, KENNETH \$1,500.00; SENIOR CENTER OF JACKSON HOLE \$35,505.00; SHERWIN-WILLIAMS CO. \$305.69; SILVER CREEK SUPPLY \$126.50; SINCLAIR, TYLER \$362.80; SMITH PSYCHOLOGICAL SERVICES \$400.00; SNAKE RIVER MEP COMPLETE, INC \$210.00; SNAKE RIVER ROASTING \$108.90; SNAKE RIVER SUPPLY, LLC \$511,236.00; SPRING CREEK ANIMAL HOSPITAL \$573.26; STANDARD INSURANCE COMPANY \$9,928.81; STINKY PRINTS, INC \$114.99; STORRUD, JOSHUA \$100.00; STOTZ EQUIPMENT \$0.00; SUSTAINABLE STRATEGIES DC, LLC \$8,058.68; TAYLOR, RILEY \$359.07; TEAM LABORATORY CHEMICAL CORP \$1,150.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$1,289.00; TETON COUNTY PUBLIC WORKS \$55,848.79; TETON COUNTY SHERIFF'S-JAIL \$1,368.00; TETON LITERACY CENTER \$6,700.00; TETON MOTORS INC \$975.57; THE TIRE RACK, INC. \$4,683.63; TIMBERLINE CONCRETE \$8,970.75; TMSC LLC \$9,800.63; TOP TIER TOOLS LLC \$342.50; TRC FABRICATION, LLC \$6,331.52; TREES, INC. \$1,460.00; UCM DIGITAL HEALTH, INC \$851.50; UPPER CASE PRINTING INK \$485.36; VALENTINE, B. TYLER \$263.34; VALLEY OFFICE SYSTEMS \$1,247.16; VERIZON WIRELESS \$8,488.41; VIRGINIAN VILLAGE CONDO HOA \$1,080.00; VISA \$25,833.12; VISION SERVICE PLAN - (WY) \$1,789.88; WAM \$3,000.00; WAMCO LAB, INC. \$550.00; WEST COAST CODE CONSULTANTS \$250.00; WESTBANK SANITATION \$1,233.38; WESTERN STATE \$303.72; WHITE GLOVE CLEANING, INC. \$7,351.42; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$11,966.90; WY CHILD SUPPORT ENFORCEMENT \$69.22; WY WORKERS' SAFETY & COMP \$19,063.04; WYOMING DEPARTMENT OF EMPLOYM \$649.61; WYOMING FIRST AID & SAFETY \$104.22; WYOMING RETIREMENT SYSTEM \$164,924.64; Y2 CONSULTANTS, LLC \$1,932.00; YELLOW IRON EXCAVATION, LLC \$1,610.00

- C. **Temporary Sign Permit for Laff Staff (P23-166).** 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.
- D. **Temporary Sign Permit for Tribe JH Church Services (P23-174).** 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.
- E. **Award Procurement of a New Information Technology (IT) Vehicle.** 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.
- F. **Award Procurement of New Police Department SUVs.** 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.
- G. **915 Maple Way Bike Lane and Public Access Easement.** 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.
- H. **Temporary Construction Easement for 180 E. Deloney Sidewalk (E23-0321).** 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.

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.

**Jackson Hole Classical Academy Amended and Restated Connection and Use Agreement (E23-0276).** Council held discussion. Floren Poliseo made staff comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

**Ordinances.** A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter 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:

Pamela Winters, Kyle Kissock, Jenny Karns, Kevin Krasnow, Sam Petri, Abigail Karen, and Alissa Ehrenkranz made public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve Ordinance W on Second reading. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Arne Jorgensen, and Jessica Sell Chambers in favor and Jim Rooks and Arne Jorgensen opposed. 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:

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance Z, An Ordinance Repealing Noise from the Special Event Section of the Municipal Code, on second reading as presented. 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 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:

A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve ordinances A, B, and C at second 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:

A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinance D on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

**Ordinance E. An Ordinance Amending Water and Sewer Rates.**

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:

Council held discussion. Johnny Ziem, Tyler Sinclair, and Lea Colasuonno made staff comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance E on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

**Matters from Mayor and Council.**

**Design Review Committee Appointments/Reappointments.** A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen 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. 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.

**Other Matters from Mayor and Council.** Council discussed Mountain Towns 2030, and the Town’s upcoming opportunity to host the event. Tanya Anderson will be following up with Mountain Town staff.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to work with the Jackson Hole Land Trust to determine the process by which the 2008 Restrictive Covenant affecting Tract 5 of Karns Meadow could be amended and present the results at a future Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to provide an annual water usage report for discussion and direction at a Town Council workshop. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

**Town Manager’s Report.** Tyler Sinclair made staff comment. The Town Manager’s report contained updates on the Town’s National League of Cities membership, childcare spaces available at Si Ferrin, Sustainable Strategies grant consultants, Wyoming Energy Authority grant, WaterSMART Cooperative Watershed Management Phase 1 grant, US Environment Protection Agency Environmental Education local grants, and an Equal Employment Opportunity (EEO)/Title VI program related to START. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. Jim Rooks abstained from voting due to his affiliation with Trout Unlimited. The vote showed 4-0 with one abstention. The motion carried.

**Adjourn.** A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:14 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

\_\_\_\_\_  
Riley Taylor, Town Clerk

Publish JH News & Guide: November 15, 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  |
|-------------|-------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| 328         | 842-NCBERS GROUP WYOMIN | 842112023      | PAYROLL DEDUCTIONS        | 10/01/2023   | 96.00              | 96.00       | 11/02/2023 |
| Total 328:  |                         |                |                           |              | 96.00              | 96.00       |            |
| 6912        | ABEL, BRUCE             | 110223         | TRAVEL EXPENSES TO FLORID | 11/02/2023   | 276.00             | .00         |            |
| 6912        | ABEL, BRUCE             | 110323         | TRAVEL EXPENSES           | 11/03/2023   | 158.45             | .00         |            |
| Total 6912: |                         |                |                           |              | 434.45             | .00         |            |
| 51          | ACE HARDWARE            | 840670         | LIGHTER                   | 09/12/2023   | 7.99               | .00         |            |
| 51          | ACE HARDWARE            | 841307         | KEYS                      | 09/19/2023   | 8.98               | .00         |            |
| 51          | ACE HARDWARE            | 841683         | SPEAKER BULB              | 09/21/2023   | 49.98              | .00         |            |
| 51          | ACE HARDWARE            | 841685         | LAWN AND LEAF BAGS        | 09/21/2023   | 2,286.40           | .00         |            |
| 51          | ACE HARDWARE            | 841688         | CLEANERS                  | 09/21/2023   | 27.46              | .00         |            |
| 51          | ACE HARDWARE            | 841957         | NAILS AND TRASH BAGS      | 09/25/2023   | 31.98              | .00         |            |
| 51          | ACE HARDWARE            | 843407         | STAPLES AND STAPLER       | 10/06/2023   | 37.48              | .00         |            |
| 51          | ACE HARDWARE            | 844966         | MAGNET                    | 10/19/2023   | 16.99              | .00         |            |
| 51          | ACE HARDWARE            | 845276         | BATTERIES                 | 10/23/2023   | 17.99              | .00         |            |
| 51          | ACE HARDWARE            | 845356         | FLY PAPER                 | 10/23/2023   | 7.49               | .00         |            |
| 51          | ACE HARDWARE            | 845563         | CAP HOSE                  | 10/25/2023   | 3.49               | .00         |            |
| 51          | ACE HARDWARE            | 845801         | MARKING PAINT             | 08/26/2023   | 64.74              | .00         |            |
| 51          | ACE HARDWARE            | 846190         | GORILLA TAPE              | 10/30/2023   | 29.98              | .00         |            |
| 51          | ACE HARDWARE            | 846541         | MARKING PAINT             | 11/01/2023   | 23.98              | .00         |            |
| 51          | ACE HARDWARE            | 846542         | CREDIT                    | 11/01/2023   | 23.98-             | .00         |            |
| Total 51:   |                         |                |                           |              | 2,590.95           | .00         |            |
| 6861        | ADVANCED NETWORK MANAG  | BD0059522      | CISCO IP PHONE            | 10/26/2023   | 4,781.80           | .00         |            |
| 6861        | ADVANCED NETWORK MANAG  | BD0059754      | SUBSCRIPTION UPGRADE      | 11/01/2023   | 13,376.64          | .00         |            |
| Total 6861: |                         |                |                           |              | 18,158.44          | .00         |            |
| 5726        | AMAZON                  | 14TW-XM73-3    | WIRELESS KEYBOARD AND MO  | 10/31/2023   | 675.29             | .00         |            |
| 5726        | AMAZON                  | 1DTF-JR6H-P    | CAR BATTERY BOOSTER PACK  | 10/30/2023   | 292.21             | .00         |            |
| 5726        | AMAZON                  | 1FDH-JMWL-D    | KEYBOARDS                 | 11/01/2023   | 673.97             | .00         |            |
| 5726        | AMAZON                  | 1KY6-FPP9-4V   | FLOOR MATS                | 10/18/2023   | 185.76             | .00         |            |
| 5726        | AMAZON                  | 1NPN-QWWM-     | POWER CORDS AND POWER S   | 10/31/2023   | 782.13             | .00         |            |
| Total 5726: |                         |                |                           |              | 2,609.36           | .00         |            |
| 7221        | ANDERS GLASS AND TINT   | 1116           | WINDSHIELD                | 10/29/2023   | 410.00             | .00         |            |
| Total 7221: |                         |                |                           |              | 410.00             | .00         |            |
| 7120        | ANDERSON, TANYA         | 110223         | TRAVEL EXPENSES TO USDN N | 11/02/2023   | 311.99             | .00         |            |
| 7120        | ANDERSON, TANYA         | 110323         | TRAVEL EXPENSES TO COLOR  | 11/03/2023   | 847.44             | .00         |            |
| Total 7120: |                         |                |                           |              | 1,159.43           | .00         |            |
| 383         | ANTLER MOTEL, INC.      | 103123         | 3 ADDITIONAL ROOMS        | 10/31/2023   | 4,050.00           | 4,050.00    | 11/01/2023 |
| Total 383:  |                         |                |                           |              | 4,050.00           | 4,050.00    |            |

| Vendor      | Vendor Name               | Invoice Number | Description                     | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|---------------------------------|--------------|--------------------|-------------|------------|
| 4389        | APPLE INC                 | MA19218979     | IPHONE PRO MAX CASE             | 09/14/2023   | 108.00             | .00         |            |
| Total 4389: |                           |                |                                 |              | 108.00             | .00         |            |
| 3487        | ARCHITECTURAL BUILDING SU | 71501719       | REPAIR                          | 10/16/2023   | 80.00              | .00         |            |
| Total 3487: |                           |                |                                 |              | 80.00              | .00         |            |
| 1783        | AT&T                      | 287279795460   | charges for account 28727979546 | 10/11/2023   | 251.88             | .00         |            |
| Total 1783: |                           |                |                                 |              | 251.88             | .00         |            |
| 7346        | BATCH PLANT PARTNERS LLC  | 103123         | RELEASE LANDSCAPE BOND          | 10/31/2023   | 14,975.00          | 14,975.00   | 10/31/2023 |
| Total 7346: |                           |                |                                 |              | 14,975.00          | 14,975.00   |            |
| 6583        | BESTDRIVE IDAHO FALLS     | 29004925       | FR GMAX                         | 10/25/2023   | 2,149.81           | .00         |            |
| 6583        | BESTDRIVE IDAHO FALLS     | 29004965       | CREDIT                          | 10/29/2023   | 4,450.00-          | .00         |            |
| 6583        | BESTDRIVE IDAHO FALLS     | 29004966       | CREDIT                          | 10/29/2023   | 1,760.00-          | .00         |            |
| Total 6583: |                           |                |                                 |              | 4,060.19-          | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1640138        | bags                            | 11/02/2023   | 26.99              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1640516        | COAT                            | 10/12/2023   | 80.99              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1642780        | MUCK BOOTS                      | 10/26/2023   | 167.95             | .00         |            |
| Total 4774: |                           |                |                                 |              | 275.93             | .00         |            |
| 1560        | BLUE SPRUCE CLEANERS,INC  | 110123         | DRY CLEANING PD                 | 11/01/2023   | 330.59             | .00         |            |
| Total 1560: |                           |                |                                 |              | 330.59             | .00         |            |
| 7355        | BRASHEAR, SEORIK          | 103123         | TRAVEL REIMBURSEMENT            | 10/31/2023   | 350.00             | .00         |            |
| Total 7355: |                           |                |                                 |              | 350.00             | .00         |            |
| 6727        | BRIGGS, ERIC L            | 24678          | TOOLS                           | 10/05/2023   | 180.50             | .00         |            |
| 6727        | BRIGGS, ERIC L            | 24831          | WELDING HELMET                  | 10/12/2023   | 499.95             | .00         |            |
| Total 6727: |                           |                |                                 |              | 680.45             | .00         |            |
| 3303        | BRISTOL, JAMES            | 6676           | CARBONLESS BOOKS                | 10/30/2023   | 610.00             | .00         |            |
| Total 3303: |                           |                |                                 |              | 610.00             | .00         |            |
| 7077        | BURKHOLDER, SHAWN         | 110623         | DECEMBER RENT                   | 11/06/2023   | 1,942.50           | .00         |            |
| Total 7077: |                           |                |                                 |              | 1,942.50           | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-631791    | LUBE                            | 10/21/2023   | 9.10               | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-632370    | brake PADS                      | 10/26/2023   | 42.94              | .00         |            |
| Total 5:    |                           |                |                                 |              | 52.04              | .00         |            |
| 2876        | CAST                      | 1804           | CAST MEETING                    | 10/30/2023   | 120.00             | .00         |            |
| 2876        | CAST                      | 1804           | CAST MEETING                    | 10/30/2023   | 60.00              | .00         |            |

| Vendor      | Vendor Name                 | Invoice Number | Description                       | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|-----------------------------|----------------|-----------------------------------|--------------|--------------------|-------------|------------|
| Total 2876: |                             |                |                                   |              | 180.00             | .00         |            |
| 544         | CENTURYLINK                 | 661512712      | Monthly bill for account 75912352 | 10/20/2023   | 269.43             | .00         |            |
| Total 544:  |                             |                |                                   |              | 269.43             | .00         |            |
| 514         | CONRAD & BISCHOFF INC.      | IN-749771-23   | DEF BULK                          | 10/20/2023   | 645.15             | .00         |            |
| Total 514:  |                             |                |                                   |              | 645.15             | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO     | 10965          | WATER SCADA                       | 10/23/2023   | 600.00             | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO     | 10968          | WWTP CONTROL SERVICE              | 10/23/2023   | 300.00             | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO     | 10976          | WATER SCADA                       | 10/23/2023   | 4,745.50           | .00         |            |
| Total 4887: |                             |                |                                   |              | 5,645.50           | .00         |            |
| 6475        | CONVERGEONE, INC            | IE114826       | MANAGED MAINTENANCE SER           | 11/02/2023   | 132,975.20         | .00         |            |
| Total 6475: |                             |                |                                   |              | 132,975.20         | .00         |            |
| 6243        | DAY WIRELESS SYSTEMS        | INV797992      | RADIO ACCESSORIES                 | 10/23/2023   | 2,328.00           | .00         |            |
| Total 6243: |                             |                |                                   |              | 2,328.00           | .00         |            |
| 7037        | DICK ANDERSON CONSTRUCTI    | 102623         | PAY APP #14 CORE FACILITY         | 10/26/2023   | 853,825.69         | .00         |            |
| Total 7037: |                             |                |                                   |              | 853,825.69         | .00         |            |
| 6883        | DIVISION OF CHILD SUPPORT   | 110123         | DCSE CASE #0005405448             | 11/01/2023   | 509.23             | 509.23      | 11/01/2023 |
| Total 6883: |                             |                |                                   |              | 509.23             | 509.23      |            |
| 2175        | DIVISION OF VICTIM SERVICES | 110223         | Crime Victim SurchAGE OCTOBE      | 11/02/2023   | 240.00             | .00         |            |
| Total 2175: |                             |                |                                   |              | 240.00             | .00         |            |
| 3408        | E.R. OFFICE EXPRESS         | 21671          | PAPER                             | 10/26/2023   | 59.99              | .00         |            |
| Total 3408: |                             |                |                                   |              | 59.99              | .00         |            |
| 1134        | ENERGY LABORATORIES INC.    | 591297         | INFLUENT AND EFFLUENT             | 10/27/2023   | 479.00             | .00         |            |
| Total 1134: |                             |                |                                   |              | 479.00             | .00         |            |
| 6552        | ETNA TRADE PARK LLC         | 110623         | DECEMBER RENT                     | 11/06/2023   | 4,062.00           | .00         |            |
| Total 6552: |                             |                |                                   |              | 4,062.00           | .00         |            |
| 7228        | EVANS, SARA                 | 110223         | RESTITUTION                       | 11/02/2023   | 300.00             | .00         |            |
| Total 7228: |                             |                |                                   |              | 300.00             | .00         |            |
| 4294        | FIRE SERVICES OF IDAHO      | 12531055       | ANNUAL INSPECTION                 | 10/12/2023   | 613.00             | .00         |            |
| Total 4294: |                             |                |                                   |              | 613.00             | .00         |            |
| 7352        | GARONE, MILES               | 103123         | TRAVEL REIMBURSEMENT              | 10/31/2023   | 350.00             | .00         |            |

| Vendor      | Vendor Name                | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| Total 7352: |                            |                |                          |              | 350.00             | .00         |            |
| 6844        | GE SOFTWARE                | 213233         | FUEL SITE MODULE         | 11/01/2023   | 80.00              | .00         |            |
| Total 6844: |                            |                |                          |              | 80.00              | .00         |            |
| 7354        | GILCREASE, STEVEN          | 103123         | TRAVEL REIMBURSEMENT     | 10/31/2023   | 350.00             | .00         |            |
| Total 7354: |                            |                |                          |              | 350.00             | .00         |            |
| 96          | HIGH COUNTRY LINEN         | 0405318        | MATS @ SHELTER           | 10/11/2023   | 82.65              | .00         |            |
| 96          | HIGH COUNTRY LINEN         | 0407679        | SHOP TOWELS              | 10/25/2023   | 98.32              | .00         |            |
| Total 96:   |                            |                |                          |              | 180.97             | .00         |            |
| 7358        | HOLDEN, SHAWN              | 110323         | REIMBURSE CDL PHYSICAL   | 11/03/2023   | 155.00             | .00         |            |
| Total 7358: |                            |                |                          |              | 155.00             | .00         |            |
| 4736        | IDAHO CHILD SUPPORT RECEI  | 110123         | case #426985             | 11/01/2023   | 564.20             | 564.20      | 11/01/2023 |
| Total 4736: |                            |                |                          |              | 564.20             | 564.20      |            |
| 7286        | INTERNATIONAL CYBERNETIC   | 231031-5       | PAVEMENT SURVEY          | 10/31/2023   | 8,750.00           | .00         |            |
| Total 7286: |                            |                |                          |              | 8,750.00           | .00         |            |
| 2           | JACKSON CURBSIDE INC.      | 00031354       | 3RD QUARTER FRANCHISE FE | 10/20/2023   | 996.03-            | .00         |            |
| 2           | JACKSON CURBSIDE INC.      | 00031354       | DOWNTOWN RECYCLING       | 10/20/2023   | 1,005.00           | .00         |            |
| Total 2:    |                            |                |                          |              | 8.97               | .00         |            |
| 67          | JACKSON HOLE HISTORICAL S  | 103123         | ReIMBURSE BRUUN BLVD PRO | 10/31/2023   | 173,309.00         | .00         |            |
| Total 67:   |                            |                |                          |              | 173,309.00         | .00         |            |
| 6474        | JACKSON HOLE LAW, PC       | 2085           | LEGAL SERVICES           | 10/31/2023   | 3,505.00           | .00         |            |
| Total 6474: |                            |                |                          |              | 3,505.00           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID   | 359035         | AD#422503                | 10/25/2023   | 31.50              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID   | 359248         | AD#421775                | 10/31/2023   | 500.00             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID   | 359431         | AD#422487                | 11/01/2023   | 205.20             | .00         |            |
| Total 131:  |                            |                |                          |              | 736.70             | .00         |            |
| 115         | JACKSON PAINT AND GLASS, I | 1132418        | WINDSHIELD               | 10/27/2023   | 700.50             | .00         |            |
| Total 115:  |                            |                |                          |              | 700.50             | .00         |            |
| 239         | JH20 WATER CONDITIONING &  | 1231026102     | lab water for WWTP       | 10/26/2023   | 85.00              | .00         |            |
| Total 239:  |                            |                |                          |              | 85.00              | .00         |            |
| 7118        | JONES SIMKINS              | 57148          | FY23 AUDIT               | 10/31/2023   | 8,300.00           | .00         |            |

| Vendor      | Vendor Name              | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|--------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| Total 7118: |                          |                |                              |              | 8,300.00           | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC | 52432          | START OFFICE REMODEL         | 10/25/2023   | 977.50             | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC | 52432          | CORE FACILITY PROJECT        | 10/25/2023   | 41,093.95          | .00         |            |
| Total 139:  |                          |                |                              |              | 42,071.45          | .00         |            |
| 7357        | KAMPAI, LLC              | 110623         | RELEASE CRANE BOND           | 11/06/2023   | 100,000.00         | .00         |            |
| Total 7357: |                          |                |                              |              | 100,000.00         | .00         |            |
| 7341        | KEARSLEY, KURT           | 09282311765    | cantilever tool chest        | 09/28/2023   | 274.90             | .00         |            |
| Total 7341: |                          |                |                              |              | 274.90             | .00         |            |
| 4102        | LACAL EQUIPMENT, INC     | 0401300-IN     | MUSH SHOE INNER TUBE, ACM    | 10/26/2023   | 1,269.00           | .00         |            |
| Total 4102: |                          |                |                              |              | 1,269.00           | .00         |            |
| 7347        | LAYMAN, JAY              | 103123         | 790 SNOW KING DRIVE E23-020  | 10/31/2023   | 1,000.00           | 1,000.00    | 10/31/2023 |
| Total 7347: |                          |                |                              |              | 1,000.00           | 1,000.00    |            |
| 7236        | LEGEND HYDROVACING, INC  | 468            | wwtp                         | 10/26/2023   | 6,300.00           | .00         |            |
| Total 7236: |                          |                |                              |              | 6,300.00           | .00         |            |
| 5691        | LEPCO                    | 54417          | CHEM DELIVERY                | 09/29/2023   | 753.96             | .00         |            |
| 5691        | LEPCO                    | 54423          | SOFTENER SALT                | 09/29/2023   | 185.00             | .00         |            |
| 5691        | LEPCO                    | 54644          | SERVICE CALL                 | 10/16/2023   | 936.00             | .00         |            |
| Total 5691: |                          |                |                              |              | 1,874.96           | .00         |            |
| 7353        | LESNIEWSKI, JOSEPH       | 103123         | TRAVEL REIMBURSEMENT         | 10/31/2023   | 350.00             | .00         |            |
| Total 7353: |                          |                |                              |              | 350.00             | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-002 10-  | 3150 S ADAMS CANYON DR, JA   | 10/31/2023   | 194.30             | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-003 10-  | SPRUCE DR PUMP HOUSE, JA     | 10/31/2023   | 256.68             | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-005 10-  | CACHE KUDAR LT, JACKSON,     | 10/31/2023   | 57.73              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-006 10-  | N CACHE ST LIGHTING, JACKS   | 10/31/2023   | 31.95              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-008 10-  | CEMETERY, JACKSON, WY   20   | 10/31/2023   | 24.13              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-010 10-  | ELY SPRINGS RD WELL 6,7,8, J | 10/31/2023   | 1,151.96           | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-014 10-  | 135 E BROADWAY AVE HEAT TA   | 10/31/2023   | 17.99              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-016 10-  | 210 N CACHE ST HOME RANCH    | 10/31/2023   | 49.33              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-017 10-  | WASTE WATER TRTMT INTERM     | 10/31/2023   | 16.00              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-019 10-  | RANGEVIEW DR LIFT PUMP CO    | 10/31/2023   | 75.25              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-020 10-  | S HWY 89 PATHWAY TUNNEL LT   | 10/31/2023   | 33.43              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-021 10-  | 150 E PEARL AVE, JACKSON, W  | 10/31/2023   | 1,290.80           | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-023 10-  | RANGEVIEW DR LOTS 18,19 LT   | 10/31/2023   | 16.24              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-024 10-  | 1605 BERGER LN SEWER LIFT    | 10/31/2023   | 20.19              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-025 10-  | 450 W SNOW KING AVE NEW S    | 10/31/2023   | 457.56             | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-026 10-  | 450 W SNOW KING AVE SHOP, J  | 10/31/2023   | 163.61             | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-027 10-  | RANGEVIEW DR LOTS 20,21 LT   | 10/31/2023   | 18.56              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-028 10-  | RANGEVIEW DR LOTS 26,27 LT   | 10/31/2023   | 18.50              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-030 10-  | RANGEVIEW DR LOTS 95,96 LT   | 10/31/2023   | 18.38              | .00         |            |
| 156         | LOWER VALLEY ENERGY INC  | 92050-031 10-  | MOUNTAIN VIEW LN LOT 38,39   | 10/31/2023   | 18.38              | .00         |            |

| Vendor | Vendor Name             | Invoice Number | Description                   | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------|-------------------------|----------------|-------------------------------|--------------|--------------------|-------------|-----------|
| 156    | LOWER VALLEY ENERGY INC | 92050-032 10-  | LILAC LN LOTS 88, 89 LTS, JAC | 10/31/2023   | 18.31              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-034 10-  | LILAC LN LOTS 80, 81 LTS, JAC | 10/31/2023   | 16.24              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-035 10-  | RANGEVIEW DR LOTS 41,42 LT    | 10/31/2023   | 20.57              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-036 10-  | RANGEVIEW DR LOTS 12,13 LT    | 10/31/2023   | 16.70              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-039 10-  | LILAC LN LOTS 86, 87 LTS, JAC | 10/31/2023   | 18.18              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-040 10-  | CORNER CREEK & LILAC LOTS     | 10/31/2023   | 16.44              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-041 10-  | LILAC & DAISY LOTS 99, 101 LT | 10/31/2023   | 16.24              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-043 10-  | CORNER CREEK LOTS 68,69 LT,   | 10/31/2023   | 16.24              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-044 10-  | SNOW KING ESTATES BOOSTE      | 10/31/2023   | 223.25             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-045 10-  | TOWN SQUARE LIGHTS, JACKS     | 10/31/2023   | 83.46              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-047 10-  | WASTE WATER TRTMT UV BLD      | 10/31/2023   | 16.00              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-049 10-  | WASTE WATER TRTMT PTB 545     | 10/31/2023   | 12,020.64          | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-050 10-  | 2 MG TANK, JACKSON, WY   200  | 10/31/2023   | 18.36              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-051 10-  | WELL #5 KARNs MEADOW DR,      | 10/31/2023   | 2,370.63           | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-052 10-  | 675 E BROADWAY AVE WELL #1    | 10/31/2023   | 842.75             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-053 10-  | WELLS #2 & #3, JACKSON, WY    | 10/31/2023   | 2,587.10           | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-054 10-  | CITY WELL ELK REF 1, JACKSO   | 10/31/2023   | 46.25              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-055 10-  | CITY WELL ELK REF 2, JACKSO   | 10/31/2023   | 15.21              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-059 10-  | 440 W SNOW KING AVE POLICE    | 10/31/2023   | 66.94              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-060 10-  | 400 W SNOW KING AVE S GAR,    | 10/31/2023   | 32.95              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-061 10-  | 400 W SNOW KING AVE PUBLIC    | 10/31/2023   | 304.91             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-074 10-  | CRABTREE LN THAW WELL #2,     | 10/31/2023   | 19.47              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-075 10-  | HIGH SCHOOL RD THAW WELL      | 10/31/2023   | 7.00               | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-078 10-  | 145 W HANSEN AVE FRONT, JA    | 10/31/2023   | 62.95              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-079 10-  | 145 W HANSEN AVE BACK, JAC    | 10/31/2023   | 94.18              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-081 10-  | IRR CONTROL & LTS PEARL ST,   | 10/31/2023   | 23.99              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-082 10-  | 400 W SNOW KING AVE E STOR    | 10/31/2023   | 176.32             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-090 10-  | 955 MAPLE WAY, JACKSON, WY    | 10/31/2023   | 75.66              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-092 10-  | 3150 S ADAMS CANYON DR ANI    | 10/31/2023   | 223.22             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-102 10-  | 145 W HANSEN AVE FRONT, JA    | 10/31/2023   | 22.60              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-105-382  | MULTIPLE STREET LIGHTS        | 10/31/2023   | 1,907.37           | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-106 10-  | 940 SIMON LN, JACKSON, WY     | 10/31/2023   | 124.11             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-111 10-3 | PEARL & WILLOW ST LTS, JACK   | 10/31/2023   | 18.95              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-114 10-3 | 210 N CACHE ST HOME RANCH     | 10/31/2023   | 316.15             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-126 10-  | SPRING WATER LN LIFT STATIO   | 10/31/2023   | 31.54              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-127 10-  | 3337 S CODY CREEK DR LIFT S   | 10/31/2023   | 133.55             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-130 10-  | 3 CREEK RANCH AFFORDABLE      | 10/31/2023   | 23.99              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-131 10-  | 195 E DELONEY AVE RESTROO     | 10/31/2023   | 197.21             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-132 10-  | 160 S MILLWARD ST PARKING     | 10/31/2023   | 1,263.17           | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-134 10-  | 160 S MILLWARD ST PARKING     | 10/31/2023   | 6.34               | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-332 10-  | 185 N GLENWOOD ST LTS, JAC    | 10/31/2023   | 32.72              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-334 10-  | JOSEPHINE LOOP LOT 15 LIFT    | 10/31/2023   | 54.64              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-336 10-  | HIDDEN RANCH PATHWAY TUN      | 10/31/2023   | 21.74              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-341 10-  | 210 N CACHE ST HOME RANCH     | 10/31/2023   | 27.04              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-342 10-  | 25 S REDMOND ST LT PEDESTA    | 10/31/2023   | 34.02              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-345 10-  | 930 SIMON LN, JACKSON, WY     | 10/31/2023   | 103.66             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-353 10-  | W DELONEY & BROADWAY LTS,     | 10/31/2023   | 85.47              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-355 10-  | S CACHE SE OF CENTER ARTS     | 10/31/2023   | 76.35              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-356 10-  | 55 KARNs MEADOW DR START      | 10/31/2023   | 3,534.43           | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-357 10-  | 55 KARNs MEADOW DR START      | 10/31/2023   | 1,096.00           | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-358 10-  | 650 W BROADWAY PATHWAY LT     | 10/31/2023   | 73.31              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-359 10-  | MILLER PARK PARKING LOT CH    | 10/31/2023   | 205.95             | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-360 10-  | 1035 W BROADWAY AVE PATH      | 10/31/2023   | 31.63              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-361 10-  | 625 W BROADWAY AVE NEW P      | 10/31/2023   | 20.32              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-362 10-  | STELLARIA LN/S HWY 89 LIGHT   | 10/31/2023   | 20.63              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-363 10-  | 455 VINE ST UTIL, JACKSON, W  | 10/31/2023   | 46.36              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-364 10-  | 65 VIRGINIAN LN #5, JACKSON,  | 10/31/2023   | 32.17              | .00         |           |
| 156    | LOWER VALLEY ENERGY INC | 92050-365 10-  | 65 VIRGINIAN LN #7, JACKSON,  | 10/31/2023   | 61.09              | .00         |           |

| Vendor      | Vendor Name             | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|-------------------------|----------------|------------------------------|--------------|--------------------|-------------|-----------|
| 156         | LOWER VALLEY ENERGY INC | 92050-367 10-  | 455 VINE ST APT #3, JACKSON, | 10/31/2023   | 45.11              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-368 10-  | 455 VINE ST APT #4, JACKSON, | 10/31/2023   | 38.11              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-370 10-  | 2022 WILDFLOWER CT, JACKS    | 10/31/2023   | 71.37              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-371 10-  | 2022 WILDFLOWER CT, JACKS    | 10/31/2023   | 36.51              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-374 10-  | 455 VINE ST APT #1, JACKSON, | 10/31/2023   | 62.21              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-375 10-  | 155 E PEARL AVE, JACKSON, W  | 10/31/2023   | 23.09              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-376 10-  | 149 E PEARL AVE, JACKSON, W  | 10/31/2023   | 78.29              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-378 10-  | 145 E PEARL AVE #A EAST, JAC | 10/31/2023   | 40.15              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-381 10-  | 915 SIMON LN, JACKSON, WY    | 10/31/2023   | 21.02              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-382 10-  | BUDGE DR LT SYSTEM, JACKS    | 10/31/2023   | 20.50              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-383 10-  | SNOW KING DR WATER TANK C    | 10/31/2023   | 17.53              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-385 10-  | 85 N SPRING GULCH RD SPRIN   | 10/31/2023   | 189.53             | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-388 10-  | 121 SHERWOOD CT BLDG 2 BU    | 10/31/2023   | 34.01              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-389 10-  | 1640 MARTIN LN LIFT STATION, | 10/31/2023   | 21.80              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-390 10-  | 400 W SNOW KING AVE HOUSI    | 10/31/2023   | 180.75             | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-391 10-  | 400 W SNOW KING AVE PARK M   | 10/31/2023   | 61.03              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-392 10-  | 400 W SNOW KING AVE ADMIN,   | 10/31/2023   | 585.03             | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-393 10-  | 400 W SNOW KING AVE EMPLO    | 10/31/2023   | 398.88             | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-395 10-  | 145 E PEARL AVE #C LOFT, JAC | 10/31/2023   | 70.40              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-396 10-  | 145 E PEARL AVE HSE/CMN, JA  | 10/31/2023   | 76.42              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-397 10-  | 145 E PEARL AVE #B WEST, JA  | 10/31/2023   | 53.41              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-398 10-  | 155 E PEARL AVE, JACKSON, W  | 10/31/2023   | 29.59              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-399 10-  | 155 E PEARL AVE, JACKSON, W  | 10/31/2023   | 66.89              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-401 10-  | 455 VINE ST APT #2, JACKSON, | 10/31/2023   | 68.90              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-405 10-  | 3585 S CANADIAN DR, JACKSO   | 10/31/2023   | 67.03              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-406 10-  | 3585 S CANADIAN DR, JACKSO   | 10/31/2023   | 39.04              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-407 10-  | 130 E KELLY AVE #23, JACKSO  | 10/31/2023   | 21.18              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-409 10-  | 6905 W HWY 22 RENTAL, WILS   | 10/31/2023   | 92.46              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-410 10-  | 910 SMITH LN, JACKSON, WY    | 10/31/2023   | 91.18              | .00         |           |
| 156         | LOWER VALLEY ENERGY INC | 92050-413 10-  | 76 E CIRCLE DR, THAYNE, WY   | 10/31/2023   | 28.98              | .00         |           |
| Total 156:  |                         |                |                              |              | 35,614.04          | .00         |           |
| 7112        | MARKMAN, JASON          | 070623         | DECEMBER RENT                | 07/06/2023   | 1,995.00           | .00         |           |
| Total 7112: |                         |                |                              |              | 1,995.00           | .00         |           |
| 7351        | MARTIN, BRENDAN         | 103123         | TRAVEL REIMBURSEMENT         | 10/31/2023   | 350.00             | .00         |           |
| Total 7351: |                         |                |                              |              | 350.00             | .00         |           |
| 7359        | MCCLURE, ANN            | 100323         | TRAVEL EXPENSES TO CASPE     | 10/03/2023   | 83.35              | .00         |           |
| Total 7359: |                         |                |                              |              | 83.35              | .00         |           |
| 5387        | MIKE'S WELDING INC      | 14147          | METAL                        | 10/11/2023   | 290.50             | .00         |           |
| Total 5387: |                         |                |                              |              | 290.50             | .00         |           |
| 6770        | MOBILITY FOREFRONT LLC  | AFFINV0219     | BATTERY LEASE                | 11/01/2023   | 35,000.00          | .00         |           |
| Total 6770: |                         |                |                              |              | 35,000.00          | .00         |           |
| 7350        | MOFFAT, JACOB           | 103123         | TRAVEL REIMBURSEMENT         | 10/31/2023   | 1,263.95           | .00         |           |
| Total 7350: |                         |                |                              |              | 1,263.95           | .00         |           |
| 3633        | MOTOR COACH INDUSTRIES  | 7365           | 2023 COACH BUS               | 10/17/2023   | 715,718.01         | .00         |           |

| Vendor      | Vendor Name                    | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|--------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 3633        | MOTOR COACH INDUSTRIES         | 7389           | 2023 COACH BUS             | 10/26/2023   | 715,718.01         | .00         |            |
| 3633        | MOTOR COACH INDUSTRIES         | 7407           | 2023 COACH BUS             | 10/25/2023   | 715,718.01         | .00         |            |
| 3633        | MOTOR COACH INDUSTRIES         | 7423           | 2023 COACH BUS             | 10/26/2023   | 715,718.01         | .00         |            |
| Total 3633: |                                |                |                            |              | 2,862,872.04       | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 174596         | SENSOR                     | 10/09/2023   | 161.28             | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 177269         | OIL FILTER                 | 10/19/2023   | 122.81             | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 177479         | O2 SENSOR                  | 10/20/2023   | 128.69             | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 177659         | CREDIT                     | 10/21/2023   | 87.06              | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 178780         | SILENTGUARD                | 10/26/2023   | 39.99              | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 178841         | PARTS                      | 10/26/2023   | 64.44              | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 178874         | GLOW PLUG                  | 10/26/2023   | 43.96              | .00         |            |
| 257         | NAPAAUTO PARTS INC.            | 179165         | AIR FILTER                 | 10/27/2023   | 13.33              | .00         |            |
| Total 257:  |                                |                |                            |              | 487.44             | .00         |            |
| 187         | NELSON ENGINEERING             | 62929          | 21-060-01 THAW WELL        | 10/31/2023   | 1,469.75           | .00         |            |
| Total 187:  |                                |                |                            |              | 1,469.75           | .00         |            |
| 6213        | New West Building Company Inc. | 103123         | BOND 595 EAST HANSEN E23-0 | 10/31/2023   | 2,500.00           | 2,500.00    | 10/31/2023 |
| 6213        | New West Building Company Inc. | 103123         | BOND 595 EAST HANSEN E22-0 | 10/31/2023   | 10,500.00          | 10,500.00   | 10/31/2023 |
| 6213        | New West Building Company Inc. | 103123         | BOND 595 EAST HANSEN E22-0 | 10/31/2023   | 2,000.00           | 2,000.00    | 10/31/2023 |
| 6213        | New West Building Company Inc. | 110623         | release bond 470 e hansen  | 11/06/2023   | 2,000.00           | .00         |            |
| Total 6213: |                                |                |                            |              | 17,000.00          | 15,000.00   |            |
| 7349        | NWADIANI, PATRICK              | 103123         | TRAVEL REIMBURSEMENT       | 10/31/2023   | 939.86             | .00         |            |
| Total 7349: |                                |                |                            |              | 939.86             | .00         |            |
| 7356        | ONTKO, BRYAN                   | 110123         | DOT PHYSICAL               | 11/01/2023   | 155.00             | .00         |            |
| Total 7356: |                                |                |                            |              | 155.00             | .00         |            |
| 5026        | PELLETIER, CARL                | 103023         | COFFEE FOR DIRECTORS BRE   | 10/30/2023   | 148.00             | .00         |            |
| Total 5026: |                                |                |                            |              | 148.00             | .00         |            |
| 7348        | PIPESTONE EQUIPMENT            | 14755          | RESTRICTOR FITTINGS        | 10/26/2023   | 983.93             | .00         |            |
| Total 7348: |                                |                |                            |              | 983.93             | .00         |            |
| 4894        | PLATT                          | 4N91713        | ELECTICAL SUPPLIES         | 10/30/2023   | 41.49              | .00         |            |
| Total 4894: |                                |                |                            |              | 41.49              | .00         |            |
| 6260        | POLISEO, FLOREN                | 103023         | TRAVEL EXPENSES            | 10/30/2023   | 997.55             | .00         |            |
| Total 6260: |                                |                |                            |              | 997.55             | .00         |            |
| 532         | QUICK BROWN FOX LLC            | 4027           | UNIVERSAL PASSES           | 10/03/2023   | 165.00             | .00         |            |
| Total 532:  |                                |                |                            |              | 165.00             | .00         |            |
| 1430        | ROBINSON, ROXANNE DEVRIE       | 110323         | TRAVEL EXPENSES WAM        | 11/03/2023   | 130.00             | .00         |            |

| Vendor      | Vendor Name                    | Invoice Number | Description             | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|--------------------------------|----------------|-------------------------|--------------|--------------------|-------------|-----------|
| Total 1430: |                                |                |                         |              | 130.00             | .00         |           |
| 234         | RYAN, JOHN                     | 103023         | BOOTS                   | 10/30/2023   | 100.00             | .00         |           |
| Total 234:  |                                |                |                         |              | 100.00             | .00         |           |
| 6424        | SCHECHTER, JONATHAN            | 103123         | TRAVEL EXPENSES TO CAST | 10/31/2023   | 125.32             | .00         |           |
| Total 6424: |                                |                |                         |              | 125.32             | .00         |           |
| 7203        | SCHWARTZ, ANDY                 | 103023         | LOBBY SERVICES          | 10/30/2023   | 4,167.00           | .00         |           |
| Total 7203: |                                |                |                         |              | 4,167.00           | .00         |           |
| 4359        | SHERWIN-WILLIAMS CO.           | 0849-8         | PAINT                   | 10/16/2023   | 477.87             | .00         |           |
| 4359        | SHERWIN-WILLIAMS CO.           | 0851-4         | PAINT                   | 10/16/2023   | 54.39              | .00         |           |
| 4359        | SHERWIN-WILLIAMS CO.           | 0885-2         | PAINT                   | 10/16/2023   | 163.17             | .00         |           |
| Total 4359: |                                |                |                         |              | 695.43             | .00         |           |
| 4720        | SILVERSTAR                     | 54639 11023    | ACCOUNT #54639          | 11/01/2023   | 2,696.42           | .00         |           |
| 4720        | SILVERSTAR                     | 654791 1123    | MONTHLY CHARGES         | 11/01/2023   | 869.73             | .00         |           |
| Total 4720: |                                |                |                         |              | 3,566.15           | .00         |           |
| 4699        | SNAKE RIVER ROASTING           | 802549         | COFFEE                  | 10/25/2023   | 47.00              | .00         |           |
| 4699        | SNAKE RIVER ROASTING           | 802600         | COFFEE                  | 11/01/2023   | 113.90             | .00         |           |
| Total 4699: |                                |                |                         |              | 160.90             | .00         |           |
| 7244        | SOUTH FORK SUPPLY, LLC         | 23-106         | CORE FACILTIY           | 10/24/2023   | 54,809.93          | .00         |           |
| 7244        | SOUTH FORK SUPPLY, LLC         | 23-108         | CORE FACILITY           | 08/24/2023   | 210,962.54         | .00         |           |
| Total 7244: |                                |                |                         |              | 265,772.47         | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI      | 5334617931     | ANIMAL CARE             | 11/02/2023   | 83.19              | .00         |           |
| Total 1505: |                                |                |                         |              | 83.19              | .00         |           |
| 6838        | SPSC POA - South Park Services | 110123         | NOVEMBER FEES           | 11/01/2023   | 301.38             | .00         |           |
| Total 6838: |                                |                |                         |              | 301.38             | .00         |           |
| 4513        | STANARD & ASSOCIATES, INC      | SA000055969    | LAW ENFORCEMENT TESTING | 11/01/2023   | 133.00             | .00         |           |
| Total 4513: |                                |                |                         |              | 133.00             | .00         |           |
| 7088        | STONE, KIRK                    | 110623         | DECEMBER RENT           | 11/06/2023   | 2,940.00           | .00         |           |
| Total 7088: |                                |                |                         |              | 2,940.00           | .00         |           |
| 245         | SUBURBAN PROPANE               | 1438-012097 1  | TANK RENTAL             | 10/14/2023   | 53.00              | .00         |           |
| 245         | SUBURBAN PROPANE               | 1438-051251 1  | PROPANE                 | 10/20/2023   | 119.99             | .00         |           |
| Total 245:  |                                |                |                         |              | 172.99             | .00         |           |
| 1054        | SUNRISE ENVIRONMENTAL          | 142460         | ENVIRO-SOLVE            | 10/26/2023   | 2,323.15           | .00         |           |

| Vendor      | Vendor Name                | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|----------------------------|----------------|--------------------------|--------------|--------------------|-------------|-----------|
| Total 1054: |                            |                |                          |              | 2,323.15           | .00         |           |
| 4933        | SYMBOLARTS, LLC            | 0476927        | BADGES                   | 10/30/2023   | 125.00             | .00         |           |
| Total 4933: |                            |                |                          |              | 125.00             | .00         |           |
| 268         | TETON MOTORS INC           | 5108008        | SENSOR                   | 10/23/2023   | 556.00             | .00         |           |
| 268         | TETON MOTORS INC           | 5108072        | TANK                     | 10/27/2023   | 144.40             | .00         |           |
| Total 268:  |                            |                |                          |              | 700.40             | .00         |           |
| 3162        | TETON TRASH REMOVAL, INC.  | 23 NOV 595     | 145 HANSEN TRASH         | 11/01/2023   | 103.00             | .00         |           |
| Total 3162: |                            |                |                          |              | 103.00             | .00         |           |
| 6941        | THE CONNOR E FIELD TRUST   | 110623         | DECEMBER RENT            | 11/06/2023   | 2,575.00           | .00         |           |
| Total 6941: |                            |                |                          |              | 2,575.00           | .00         |           |
| 3955        | THOMSON WEST               | 849186098      | ONLINE SOFTWARE SUBSCIPT | 11/01/2023   | 460.47             | .00         |           |
| 3955        | THOMSON WEST               | 849186098      | ONLINE SOFTWARE SUBSCIPT | 11/01/2023   | 460.47             | .00         |           |
| Total 3955: |                            |                |                          |              | 920.94             | .00         |           |
| 4046        | TIMBERLINE CONCRETE        | 10665          | CORE FACILITY            | 09/15/2023   | 32,894.00          | .00         |           |
| Total 4046: |                            |                |                          |              | 32,894.00          | .00         |           |
| 6363        | TMSC LLC                   | 2023-005-9 P   | 155 E PEARL              | 10/31/2023   | 2,538.09           | .00         |           |
| 6363        | TMSC LLC                   | 2023-005-9FM   | FACILITIES MAINTENANCE   | 10/31/2023   | 1,080.00           | .00         |           |
| 6363        | TMSC LLC                   | 2023-005-9SK   | HEATER INSTALL SNOW KING | 10/31/2023   | 330.00             | .00         |           |
| 6363        | TMSC LLC                   | 2023-005S-03   | STREET LIGHTS            | 10/31/2023   | 884.63             | .00         |           |
| Total 6363: |                            |                |                          |              | 4,832.72           | .00         |           |
| 5038        | TREFONAS LAW, P.C.         | 110423         | LEGAL SERVICES           | 11/04/2023   | 3,067.36           | .00         |           |
| Total 5038: |                            |                |                          |              | 3,067.36           | .00         |           |
| 3881        | VALLEY OFFICE SYSTEMS      | AR1227773      | COPIER CONTRACT          | 10/26/2023   | 99.03              | .00         |           |
| Total 3881: |                            |                |                          |              | 99.03              | .00         |           |
| 7176        | VICTOR VILLAGE, LLC        | 110623         | DECEMBER RENT            | 11/06/2023   | 1,560.00           | .00         |           |
| Total 7176: |                            |                |                          |              | 1,560.00           | .00         |           |
| 472         | WHITE GLOVE CLEANING, INC. | 9221           | SNOW KING HOUSING        | 10/31/2023   | 400.00             | .00         |           |
| 472         | WHITE GLOVE CLEANING, INC. | 9222           | PW CLEANING              | 10/31/2023   | 1,500.00           | .00         |           |
| 472         | WHITE GLOVE CLEANING, INC. | 9223           | PARKING GARAGE           | 10/31/2023   | 250.00             | .00         |           |
| 472         | WHITE GLOVE CLEANING, INC. | 9225           | Bunk House cleaning      | 10/31/2023   | 125.00             | .00         |           |
| Total 472:  |                            |                |                          |              | 2,275.00           | .00         |           |
| 7081        | WILMA D SORSBY TRUST       | 110623         | DECEMBER RENT            | 11/06/2023   | 3,150.00           | .00         |           |

| Vendor        | Vendor Name                  | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------|------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| Total 7081:   |                              |                |                          |              | 3,150.00           | .00         |            |
| 6117          | WILSON, JOHN                 | 110623         | DECEMBER RENT            | 11/06/2023   | 2,200.00           | .00         |            |
| Total 6117:   |                              |                |                          |              | 2,200.00           | .00         |            |
| 3619          | WY CHILD SUPPORT ENFORCE     | 110123         | case #223670             | 11/01/2023   | 34.61              | 34.61       | 11/01/2023 |
| 3619          | WY CHILD SUPPORT ENFORCE     | 110123         | case #223669             | 11/01/2023   | 34.61              | 34.61       | 11/01/2023 |
| Total 3619:   |                              |                |                          |              | 69.22              | 69.22       |            |
| 4198          | WYOMING FIRST AID & SAFETY   | 80004686       | first aid kit resupply   | 10/11/2023   | 131.76             | .00         |            |
| Total 4198:   |                              |                |                          |              | 131.76             | .00         |            |
| 5788          | WYOMING GARAGE DOOR, LLC     | 2680           | SERVICE CALL START       | 10/27/2023   | 5,408.00           | .00         |            |
| Total 5788:   |                              |                |                          |              | 5,408.00           | .00         |            |
| 406           | WYOMING LAW ENFORCEMEN       | 110223         | OET FEE OCTOBER          | 11/02/2023   | 70.00              | .00         |            |
| Total 406:    |                              |                |                          |              | 70.00              | .00         |            |
| 4839          | Wyoming Water Development Co | 102023         | LOAN PAYMENT #12 JACKSON | 10/20/2023   | 66,969.91          | .00         |            |
| Total 4839:   |                              |                |                          |              | 66,969.91          | .00         |            |
| 1334          | WYTRANS                      | 1825           | wytrans membership dues  | 10/12/2023   | 480.00             | .00         |            |
| 1334          | WYTRANS                      | 1843           | CONFERENCE REGISRATION   | 10/12/2023   | 60.00              | .00         |            |
| Total 1334:   |                              |                |                          |              | 540.00             | .00         |            |
| 5539          | Y2 CONSULTANTS, LLC          | 20663          | 21014 CVL                | 10/24/2023   | 886.75             | .00         |            |
| Total 5539:   |                              |                |                          |              | 886.75             | .00         |            |
| 2842          | YELLOW IRON EXCAVATION, LL   | 90501          | 455 VINE                 | 10/31/2023   | 80.00              | .00         |            |
| Total 2842:   |                              |                |                          |              | 80.00              | .00         |            |
| Grand Totals: |                              |                |                          |              | 4,766,638.64       | 36,263.65   |            |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------|-------------|----------------|-------------|--------------|--------------------|-------------|-----------|
|--------|-------------|----------------|-------------|--------------|--------------------|-------------|-----------|

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 OCTOBER 2023**

During the month of October, the Court received \$20,183 in fines, costs, and fees.  
38 cases were dismissed: 15 parking violations.  
231 charges were filed: 200 parking violations, 31 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 Guilt  
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)**

| <b><u>CITATION</u></b> | <b><u>OFFENSE</u></b>                                                   | <b><u>DISPOSITION</u></b>                 | <b><u>\$</u></b> |
|------------------------|-------------------------------------------------------------------------|-------------------------------------------|------------------|
| 98606N                 | Animals at Large                                                        | BF                                        | 150              |
| 01432M                 | Business license required                                               | BF                                        | 500              |
| 99558N                 | Compulsory Auto Insurance                                               | BF                                        | 280              |
| 98687N                 | Criminal trespass                                                       | BF                                        | 150              |
| 98960N                 | Driver & Passenger Req. to wear seat belt                               | BF                                        | 25               |
| 98559N                 | Failure to Maintain Lane                                                | BF                                        | 90               |
| 98283N                 | Failure to stop at a red light                                          | BF                                        | 140              |
| 00859M                 | Failure to yield ROW                                                    | BF                                        | 90               |
| 99058N                 | Failure to yield ROW                                                    | BF                                        | 100              |
| 98512N                 | Failure to yield ROW approaching intersections                          | BF                                        | 90               |
| 99388N                 | Improper Display of Tabs-registration                                   | BF                                        | 150              |
| 186004787AC            | Limitations on Backing                                                  | BF                                        | 90               |
| 98514N                 | Limitations on Backing                                                  | BF                                        | 90               |
| 99163N                 | MPH over limit Bond 40/30                                               | BF                                        | 150              |
| 186005363AC            | MPH over limit Bond 47/25                                               | BF                                        | 274              |
| 98418N                 | Public intoxication                                                     | BF                                        | 135              |
| 98114N                 | Public intoxication                                                     | BF                                        | 135              |
| 98690N                 | Public intoxication                                                     | BF                                        | 135              |
| 99891N                 | Public Urination                                                        | BF                                        | 120              |
| 98384N                 | Speed Limits Generally 50/30                                            | BF                                        | 230              |
| 99568N                 | Speeding 44/25                                                          | BF                                        | 155              |
| 99139N                 | Speeding urban - 47/30 mph zone                                         | BF                                        | 209              |
| 99059N                 | Unsafe Turning movement                                                 | BF                                        | 90               |
| 99138N                 | Valid license plate/temp permit required                                | BF                                        | 140              |
| 98705N                 | Dog bite causing wound                                                  | NC, R                                     | 555.11           |
| 186003036AC            | 1st off win 10 years-Drive/control veh under infl alcohol concentration | DA - In accordance with W.S. 7-13-301     | 760              |
| 186002173AC            | Driving/Control of vehicle while intox                                  | DA - In accordance with W.S. 7-13-301     | 760              |
| 99136N                 | Speeding urban - 43/30 mph zone                                         | D- In accordance with WYO.R.CRIM.P.3.1(a) | 0                |
| 99569N                 | Camping/Car Camping on Public Property                                  | D- Per Town's Motion                      | 0                |
| 99161N                 | Drive/control veh under infl alcohol concentration 0.08% or more        | D- Per Town's Motion                      | 0                |
| 99923N                 | Driver & Passenger Req. to wear seat belt                               | D- Per Town's Motion                      | 0                |
| 98557N                 | Failure to Maintain Lane                                                | D- Per Town's Motion                      | 0                |
| 99162N                 | Failure to Maintain Lane                                                | D- Per Town's Motion                      | 0                |
| 99334N                 | Failure to Obey Traffic Control Device                                  | D- Per Town's Motion                      | 0                |
| 186003910AC            | Open Container                                                          | D- Per Town's Motion                      | 0                |
| 186003980AC            | Open Container                                                          | D- Per Town's Motion                      | 0                |
| 01610M                 | Open Container                                                          | D- Per Town's Motion                      | 0                |
| 186003416AC            | Public intoxication                                                     | D- Per Town's Motion                      | 0                |
| 186003979AC            | Public intoxication                                                     | D- Per Town's Motion                      | 0                |
| 186004575AC            | Public intoxication                                                     | D- Per Town's Motion                      | 0                |
| 03037L                 | Public intoxication                                                     | D- Per Town's Motion                      | 0                |
| 03028L                 | Stop Sign Violation                                                     | D- Per Town's Motion                      | 0                |
| 186003417AC            | Theft- Must Appear                                                      | D- Per Town's Motion                      | 0                |
| 186004576AC            | Theft- Must Appear                                                      | D- Per Town's Motion                      | 0                |
| 98558N                 | unadopted state statute- 31-7-106A                                      | D- Per Town's Motion                      | 0                |
| 18518P                 | Compulsory Auto Insurance                                               | D- Provided Valid Information             | 0                |
| 98516N                 | Compulsory Auto Insurance                                               | D- Provided Valid Information             | 0                |
| 99602N                 | Compulsory Auto Insurance                                               | D- Provided Valid Information             | 0                |

# STAFF REPORT



|                               |                                                       |                        |                                 |
|-------------------------------|-------------------------------------------------------|------------------------|---------------------------------|
| <b>Meeting Date:</b>          | November 13, 2023                                     | <b>Meeting Title:</b>  | Council Regular Meeting-Consent |
| <b>Submitting Department:</b> | Planning Department                                   | <b>Presenter:</b>      | Paul Anthony                    |
| <b>Agenda Item:</b>           | TEMPORARY SIGN PERMIT<br>Sorooptimist of JH (P23-183) | <b>Public Comment:</b> | 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 Sorooptimist of JH has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their annual tree festival.

- 105 Buffalo Way, Albertsons:
  - November 19 – November 25, 2023
- 750 W. Broadway, Virginian Lodge:
  - November 27 – December 3, 2023

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

## Recommendations.

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

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
  - 105 Buffalo Way, Albertsons:
    - November 19 – November 25, 2023
  - 750 W. Broadway, Virginian Lodge:
    - November 27 – December 3, 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 (P23-183) for Soroptimist of JH including the three conditions of approval recommended by the Planning Director in this staff report dated November 13, 2023.

Location: 750 W. Broadway (Virginian Lodge)  
Banner Size: 2' x 8'  
Material: Vinyl



Location: 105 Buffalo Way (Albertson's)  
Banner Size: 8' x 10'  
Material: Vinyl





**TEMPORARY SIGN PERMIT APPLICATION**  
**Planning & Building Department**

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

**First, go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.**

**EVENT NAME:**

Event Name: Christmas Tree Festival Physical Address of Event: Virginian Lodge 750 W. Broadway  
Description of Event: Christmas Tree Festival (Sceptimist of JH) Jackson, WY 83001  
Grand Opening ☐ Yes ☒ No

**EVENT SPONSOR/APPLICANT: Name:**

Mailing Address: P.O. Box 2249 Phone: 805-698-5489  
E-mail: Jackson WY ZIP: 83001  
jennymay333@gmail.com Non-Profit: ☒ For Profit: ☐

**TEMPORARY BANNER LOCATION: Consent from Property Owner Required**

|                                                                                                  |                                                                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: _____                                                           |
| Physical Address: <u>105 Buffalo Way Jackson WY 83001</u>                                        | Physical Address: _____                                                               |
| Dates of Display: <u>11/19/23-11/25/23</u>                                                       | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: <u>Virginian Lodge</u>                                                     | Business/Description: _____                                                           |
| Physical Address: <u>750 W. Broadway, Jackson, WY 83001</u>                                      | Physical Address: _____                                                               |
| Dates of Display: <u>11/26/23 - 12/3/23</u>                                                      | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

**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

Applicant Name Printed

Date

Title

# STAFF REPORT



|                               |                                                                        |                        |                                 |
|-------------------------------|------------------------------------------------------------------------|------------------------|---------------------------------|
| <b>Meeting Date:</b>          | November 13, 2023                                                      | <b>Meeting Title:</b>  | Council Regular Meeting-Consent |
| <b>Submitting Department:</b> | Planning Department                                                    | <b>Presenter:</b>      | Paul Anthony                    |
| <b>Agenda Item:</b>           | TEMPORARY SIGN PERMIT<br>The Jackson Hole Farmer's Market<br>(P23-184) | <b>Public Comment:</b> | 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.

Jackson Hole Farmers Market has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Winter Markets.

- 105 Buffalo Way, Albertsons:
  - January 7 – January 13, 2024
  - February 4 – February 10, 2024
  - March 3 – March 9, 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 are approved for the following location:
  - 105 Buffalo Way, Albertsons:
    - January 7 – January 13, 2024
    - February 4 – February 10, 2024
    - March 3 – March 9, 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 (P23-184) for The Jackson Hole Farmer's Market including the three conditions of approval recommended by the Planning Director in this staff report dated November 13, 2023.

Location: 105 Buffalo Way (Albertson's)  
Banner Size: 6' x 12'  
Material: Vinyl



Join us for a family-friendly event as we celebrate  
our amazing farmers & market vendors.





**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](http://www.townofjackson.com/245/Temporary-Sign-Permit)**  
**for process and other necessary information.**

**EVENT NAME:**

Event Name: Winter Market Fest Physical Address of Event: 920 West Broadway Ave. Jackson WY 83001  
Description of Event: Winter Farmers Market Convention Center at the Lodge of JH  
Grand Opening ☐ Yes ☐ No ☐

**EVENT SPONSOR/APPLICANT: Name:**

Mailing Address: Jackson Hole Farmers Market Phone: 805-698-5489  
E-mail: Box 744 Jackson WY ZIP: 83001  
jhfmts@gmail.com Non-Profit: ☒ For Profit: ☐

**TEMPORARY BANNER LOCATION: Consent from Property Owner Required**

|                                                                                                  |                                                                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: _____                                                           |
| Physical Address: <u>105 Buffalo Way Jackson WY 83001</u>                                        | Physical Address: _____                                                               |
| Dates of Display: <u>1/7-1/13, 2/4-2/10, 3/3-3/9</u>                                             | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                                      | Business/Description: _____                                                           |
| Physical Address: _____                                                                          | Physical Address: _____                                                               |
| Dates of Display: _____                                                                          | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

**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

Applicant Name Printed

Date

Title

# STAFF REPORT



|                               |                                                                        |                        |                                 |
|-------------------------------|------------------------------------------------------------------------|------------------------|---------------------------------|
| <b>Meeting Date:</b>          | November 13, 2023                                                      | <b>Meeting Title:</b>  | Council Regular Meeting-Consent |
| <b>Submitting Department:</b> | Planning Department                                                    | <b>Presenter:</b>      | Paul Anthony                    |
| <b>Agenda Item:</b>           | TEMPORARY SIGN PERMIT<br>JH Airport Shuttle Pilot Program<br>(P23-186) | <b>Public Comment:</b> | 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.

Jackson Hole Airport has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Airport Shuttle Pilot Program with START Bus.

- 105 Buffalo Way, Albertsons:
  - December 3 – December 16, 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:
  - December 3 – December 16, 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 (P23-186) for Jackson Hole Airport including the three conditions of approval recommended by the Planning Director in this staff report dated November 13, 2023.

Location: 105 Buffalo Way (Albertson's)  
Banner Size: 10' x 10'  
Material: Vinyl

**START**  
**BUS**

**Airport Shuttle Pilot Program**

Begins Saturday, December 16th

—◆—◆—◆—

Hourly service from Miller Park  
& the Airport

More details:  
Download the **Transit App**  
Visit **JacksonWY.gov** or  
Visit **JacksonHoleAirport.com**

JACKSON HOLE  
AIRPORT



# TEMPORARY SIGN PERMIT APPLICATION

## Planning & Building Department

150 East Pearl Ave.  
P.O. Box 1687  
Jackson, WY 83001

ph: (307) 733-0440  
[www.townofjackson.com](http://www.townofjackson.com)

**First, go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.**

### EVENT NAME:

Event Name: START Airport Shuttle Launch Physical Address of Event: N/A  
Description of Event: START Bus is launching a new airport shuttle pilot program.  
Grand Opening ☒ Yes ☒ No ☐

### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Jackson Hole Airport Phone: 307-413-1845  
E-mail: kevin.dunnigan@jhairport.org ZIP: 83001  
Non-Profit: ☒ For Profit: ☐

### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                                  |                                                 |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Business/Description: <u>Albertsons</u>                                                          | Business/Description: _____                     |
| Physical Address: <u>105 Buffalo Way, Jackson, WY 83001</u>                                      | Physical Address: _____                         |
| Dates of Display: <u>12/3-12/16/23</u>                                                           | Dates of Display: _____                         |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 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

Kevin Dunnigan

Applicant Name Printed

10/13/23

Date

Communications Asst

Title

# STAFF REPORT



|                               |                                                           |                        |                                 |
|-------------------------------|-----------------------------------------------------------|------------------------|---------------------------------|
| <b>Meeting Date:</b>          | November 13, 2023                                         | <b>Meeting Title:</b>  | Council Regular Meeting-Consent |
| <b>Submitting Department:</b> | Planning Department                                       | <b>Presenter:</b>      | Paul Anthony                    |
| <b>Agenda Item:</b>           | TEMPORARY SIGN PERMIT<br>The Skating Club of JH (P23-177) | <b>Public Comment:</b> | 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 Skating Club of JH has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their holiday spectacular.

- 105 Buffalo Way, Albertsons:
  - November 26-December 9, 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 26-December 9, 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

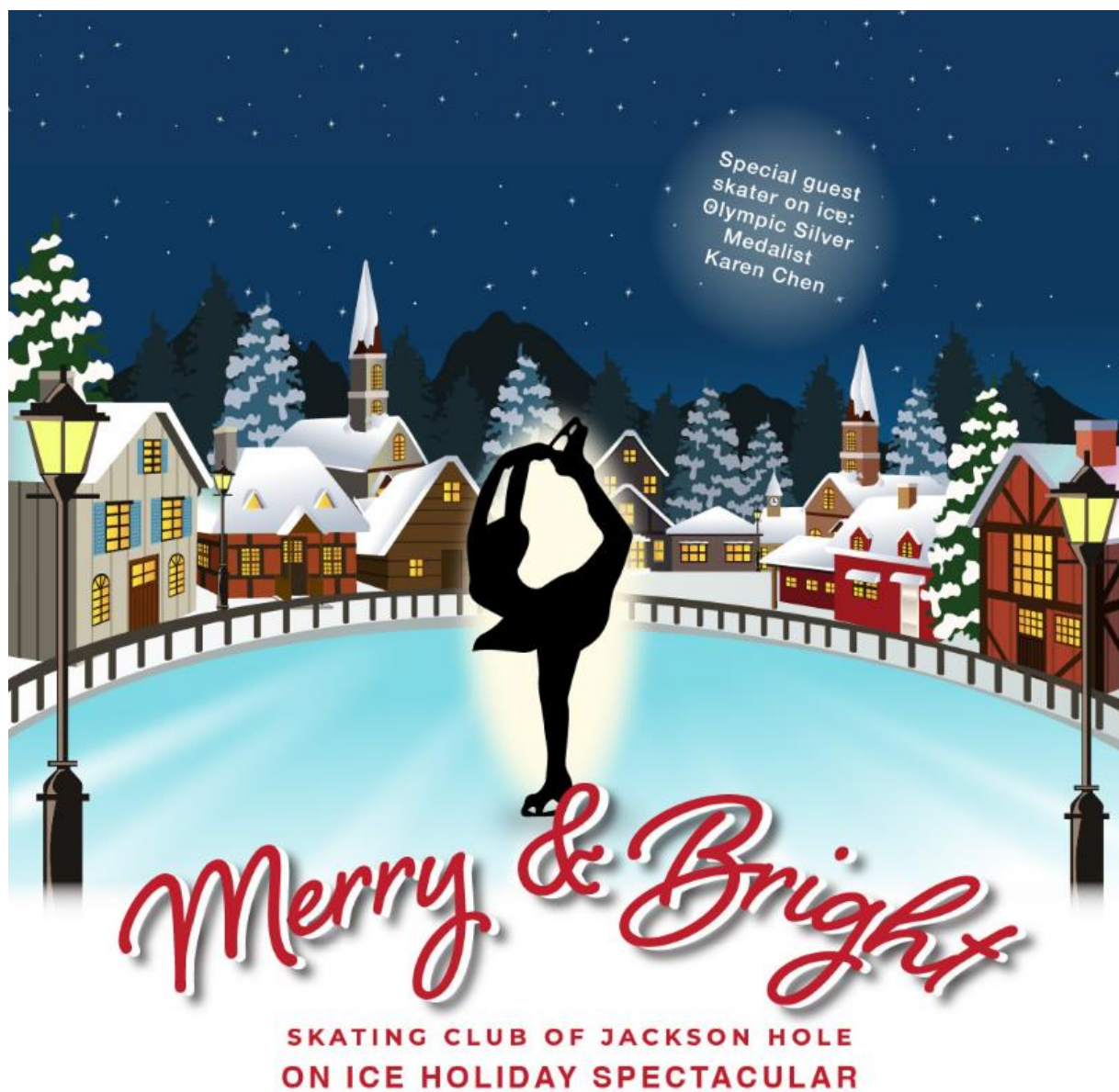
**Suggested Motion.** *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P23-177) for The Skating Club of JH including the three conditions of approval recommended by the Planning Director in this staff report dated November 13, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Size: 10' x 10'

Material: Vinyl





# TEMPORARY SIGN PERMIT APPLICATION

## Planning & Building Department

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

**First, go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.**

### EVENT NAME:

Event Name: Holiday Spectacular Physical Address of Event: 100 E Snow King  
Description of Event: Skating Club of Jackson Hole Holiday Ice Skating Show  
Grand Opening ☐ Yes ☒ No ☐

### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 1165, Jackson, WY 83001 Phone: 307-690-7587  
E-mail: skatingclubofjh@gmail.com ZIP: 83001  
Non-Profit: ☒ For Profit: ☐

### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                                  |                                                                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: _____                                                           |
| Physical Address: <u>105 Buffalo Way</u>                                                         | Physical Address: _____                                                               |
| Dates of Display: <u>11/26 - 12/9</u>                                                            | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                                      | Business/Description: _____                                                           |
| Physical Address: _____                                                                          | Physical Address: _____                                                               |
| Dates of Display: _____                                                                          | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

### 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  
Henley West  
Applicant Name Printed

10/3/2023  
Date  
Treasurer  
Title

# STAFF REPORT



|                               |                                      |                        |                                        |
|-------------------------------|--------------------------------------|------------------------|----------------------------------------|
| <b>Meeting Date:</b>          | November 13, 2023                    | <b>Meeting Title:</b>  | Special Town Council Meeting - Consent |
| <b>Submitting Department:</b> | Jackson Police Department            | <b>Presenter:</b>      | Michelle Weber                         |
| <b>Agenda Item:</b>           | Jackson Police Department LPR Policy | <b>Public Comment:</b> | Yes                                    |

## Purpose & Policy Considerations.

The purpose of this item is for Council to consider an update to Chapter 9 – Operations (9.29) of the Police Department Policy Manual containing License Plate Reader Technology (LPR).

## Requested Action.

Staff requests Council consider approving the License Plate Reader Technology Policy as presented.

## Recommendations.

Staff recommends Council approve the License Plate Reader Technology Policy as presented.

## Background.

Since 2015, the Jackson Police Department has utilized License Plate Reader (LPR) technology to assist the Community Service Officers with parking enforcement, to include 3-hour, 72-hour and 48-hour parking. It has been a highly successful platform, allowing officers to maintain an accurate picture of individual vehicles parked throughout the Town of Jackson and quickly determine how long each has been parked in an individual spot.

Automated License Plate Readers/Cameras (ALPR or LPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC (National Crime Information Center). LPR devices assist law enforcement in solving crime in two ways:

- Proactive - LPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected or when related to an Amber or Silver alert.
- Investigative - LPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

According to the National Conference of State Legislatures, when employed ethically and objectively, fixed mounted LPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier.

LPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, LPR cameras capture wholly objective images of vehicles and license plates, providing a clear and actionable investigative lead. The use of LPR cameras would aid in many facets of our law enforcement mission. These benefits range from case specific investigative leads to more broad alerts based on an NCIC hit for a stolen vehicle or missing person.

The presence of LPR technology is meant to be a deterrent as well as a tool to solve crimes. Criminals know and talk to each other about which communities are easiest to target, and which areas come with a higher risk of detection by law enforcement. As crimes get solved, and criminals get held responsible for their actions, the word spreads quickly. LPR

technology isn't meant to be secret. Staff is recommending that the public have access to real time data on the Jackson Police Department website through a "transparency portal", a tool that many agencies have opted to utilize.

The Town Council discussed License Plate Reader Technology and provided recommendations to staff during the September 18, 2023 Special Town Council Workshop. The following changes have been incorporated into the proposed policy.

- Writing in who the designees are (Ops Lt and Police System admin);
- Removing "potential" in places where that word softened some issues.

### **Analysis.**

The Legal Department and the Jackson Police Department conducted extensive research through IACP (International Association of Chief's of Police) and the Department of Justice and have included many of their recommendations in the Jackson Police Departments' proposed policy for Council consideration.

### **Possible Alternatives.**

1. The Council could direct staff to incorporate changes into the draft policy.
2. Council could reject the policy entirely.

### **Comprehensive Plan & Priority Alignment.**

This item aligns with the Comprehensive Plan Policy 8.1.a – the delivery of quality levels of service to the community.

*The Town and County will coordinate and collaborate with independent service providers to ensure desired life-safety, educational, social, recreational, and cultural service levels are maintained consistent with the community's Common Values.*

### **Fiscal Impact.**

There is no fiscal impact for approving the Police Department Policy Manual containing License Plate Reader Technology (LPR). The purchase of the LPR camera's themselves was done in FY23.

### **Staff Impact.**

The staff impact of this item was 30 minutes from the Chief of Police to draft this staff report, plus 30 minutes from the Town Attorney making the recommended changes to the License Plate Reader Policy.

### **Attachments or Links.**

Jackson Police Department LPR (License Plate Reader) Policy.

**Suggested Motion.** I move to approve the License Plate Reader Technology Policy as presented in the attachments to this staff report.

## 9.29 FLOCK DATABASE LICENSE PLATE READER SYSTEM

### I. Policy

#### A. General Policy

1. It is the purpose of this policy to provide Department members with guidelines and principles for the access, use, dissemination, retention, and purging of license plate recognition (LPR) query results to ensure that the query results are used for legitimate law enforcement purposes only and the privacy, civil rights, and civil liberties of individuals are not violated.
2. This policy assists the Department in:
  - i. Increasing public safety and improving state, local, tribal, territorial, and national security.
  - ii. Minimizing the threat and risk of injury to specific individuals.
  - iii. Promoting governmental legitimacy and accountability.
  - iv. Minimizing the risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
  - v. Protecting the integrity of the criminal investigatory, criminal intelligence, and justice system processes and information.
  - vi. Minimizing the threat and risk of damage to real or personal property.
  - vii. Increasing trust by maximizing transparency.
  - viii. Making the most effective use of public resources allocated to public safety entities.
3. Authorized uses of the LPR System are to:
  - i. Enhance National and Wyoming AMBER/SILVER alerts or other law enforcement alerts and real-time response capability by deploying and networking LPRs across the Town to more rapidly identify and locate vehicles related to potential child-abduction and similar serious crimes.
  - ii. Signal law enforcement that a particular license plate on a Hot List is in close proximity to the LPR System.
  - iii. Support local, state, federal, and tribal public safety departments in the identification of vehicles associated with/as targets of criminal investigation.

#### B. Definitions

1. **Alert:** A positive indication of a potential match between data on the Hot List and a license plate scanned by the LPR System.
2. **Flock Database:** A software and hardware situational awareness solution for automatic license plates, and video through Flock's technology platform and upon detection, the capturing and preservation of video and images.
3. **Hot List:** A file that contains the license plate numbers of stolen vehicles; stolen license plates; AMBER, SILVER, or other law enforcement alerts; lists of license plate numbers known to be associated with specific individuals, such as wanted individuals or missing individuals (e.g., wanted for homicide, rape, robbery, child abduction); or terrorist watch lists. The Motor Vehicle Administration also provides suspended or revoked registrations. A hot list is routinely updated but does not rely on real-time communications with state or federal information sources. LPR hot lists are compiled to serve agency-specified needs.
4. **LPR Query Result:** The results that the Department is given access to through the Flock Database depending on the parameters of the Department-initiated search query or obtained via request to another Flock Customer.
5. **License Plate Recognition (LPR) System:** Equipment used to capture license plate images and associated data. The equipment may include the following: One or more LPR cameras, processor for converting the images to text, Optical Character Recognition (OCR) engine optimized for reading license plates, GPS receiver, brackets or mounting hardware, and connect cables.

#### C. Information Subject to this Policy

1. This policy applies to access, use, dissemination, retention, and purging of LPR query results in the possession of the Department. It is not intended to apply and does not apply to any other types of information accessed, retained, or used by the Department.

**D. Persons Subject to This Policy**

1. All members of the Department that are sworn peace officers.

**E. Investigative Technique**

1. All those to whom this Policy applies will comply with applicable laws and policies concerning privacy, civil rights, and civil liberties, including, but not limited to those in the Wyoming State Statutes, the Wyoming Constitution, the United States Code Annotated, and the U.S. Constitution.
2. Neither an Alert nor an LPR Query Result may be the sole basis to take police action; rather, it must be corroborated by further appropriate investigation to determine the validity of the Alert or LPR Query Result before taking any action.
3. The investigative techniques used by the Department to corroborate Alerts and LPR Query Results must be the least intrusive as necessary in the particular circumstances.

**F. Governance and Oversight**

1. The Department's Police Technology Manager, or, by written designation, the Police Systems Administrator, will serve as the LPR administrator who will be responsible for the following:
  - i. Overseeing and administering the LPR program.
  - ii. Acting as the authorizing official for individual access to LPR System.
  - iii. Ensuring and documenting that LPR access is granted only to members who have successfully completed a background check and training.
  - iv. Conducting audits quarterly to ensure compliance with applicable laws, regulations, standards, and policy.
  - v. Ensuring LPR equipment, software, and components are properly maintained in accordance with the manufacturer's recommendations and/or any published industry standards.
  - vi. Ensuring maintenance of an audit trail of accessed, requested, or disseminated LPR queries, which will be kept permanently and which logs will include:
    - a. The name of the member.
    - b. The date and time of query or access.
    - c. The specific information queried or accessed.
    - d. The modification or deletion, if any, of LPR queries.
    - e. The authorized law enforcement justification for query or access, including a relevant case number if available.
2. Department will employ credentialed, role-based access criteria, as appropriate, to control:
  - i. The LPR Query Results to which a particular group or class of users may have access based on the group or class.
  - ii. The assignment of roles (e.g., administrator, manager, operator, and user).
  - iii. The categories of information that a class of users are permitted to use in order to update a Hot List, including information being utilized in specific investigations.
  - iv. Any administrative or functional access required to maintain, control, administer, audit, or otherwise manage the information or equipment.

**G. Querying Flock LPR Database**

1. The Department may only query the Flock Database for LPR information that satisfies one or more of the following:
  - i. Is based on a possible threat to public safety or the enforcement of the criminal law.
  - ii. Is based on or related to an official missing person(s) alert.
  - iii. Is based on reasonable suspicion that an identifiable individual or organization has committed a criminal offense or is involved in or planning criminal (including terrorist) conduct or activity that presents a threat to any individual, the community, or the nation and that the information is relevant to the criminal (including terrorist) conduct or activity.
  - iv. Is relevant to the investigation and prosecution of suspected criminal (including terrorist) incidents; the resulting justice system response; the enforcement of sanctions, orders, or sentences; or the prevention of crime.

- v. Is directly related to an active investigation of the Department **and** the source of the information is reliable and verifiable or limitations on the quality of the information are identified, **and** the information was lawfully collected (e.g., it does not infringe on the federal or state constitutional rights of any individual, group, or organization).
- 2. The Department will not query the Flock Database for:
  - i. Information that does not meet at least one basis set forth in G.1.
  - ii. Any purpose that violates the Federal or the State Constitution or laws of the United States or the State of Wyoming or Town of Jackson Municipal Code.
  - iii. Information about individuals or organizations based solely on their religious, political, or social views or activities; their participation in a particular noncriminal organization or lawful event; or their race, ethnicity, citizenship, place of origin, age, disability, gender, gender identity, sexual orientation, pregnancy status, or other classification protected by law.
- 3. Information Obtained via a Query.
  - i. LPR cameras may be mobile (mounted on vehicles) or stationary (i.e., mounted to a structure) and LPR Query Results will contain an optical character recognition interpretation of the captured image, a photo of the license plate and a contextual photo of an area surrounding the plate that could range from a few inches to a larger area around the entire vehicle, the geographic coordinates of where the image was captured, the date and time of the recording, and the specific camera/unit that captured the image.
  - ii. LPR Query Results will contain images of license plates that are available to public view (e.g., vehicles that are on a public road or street or that are on private property but whose license plates[s] are visible from a public road, street, or place to which members of the public have access, such as the parking lot of a shop or other business establishment) and that identify specific vehicles.
- 4. Information Not Obtained in a Query.
  - i. Information obtained by the Department from queries of the Flock Database does not include specific identification of individuals.
  - ii. Information obtained by the Department from queries of the Flock Database does not contain audio recordings.
- 5. The Department will indirectly acquire LPR information from other law enforcement agencies only in accordance with this Policy.

#### **H. Authorized Uses for LPR Query Results.**

- 1. Authorized uses of LPR Query Results are the following:
  - i. Access to or disclosure of LPR Query Results will be provided only to individuals within the Department who are authorized to have access and only for legitimate law enforcement purposes as defined herein. This means that dissemination of LPR Query Results are permitted only if:
    - a. There is a legal basis requiring dissemination, or
    - b. There is reasonable suspicion that an individual or enterprise is involved in criminal conduct or activity, **and** the LPR Query Result is directly relevant to that suspected criminal conduct or activity and the receiver has a legitimate need to know.
- 2. The Department will prohibit access, use, and dissemination of LPR Query Results for:
  - i. Any purpose that violates the Federal and State Constitution or laws of the United States or the State of Wyoming.
  - ii. Non-law enforcement or personal purposes.
  - iii. Discriminatory purposes.
  - iv. The purpose of prohibiting, infringing upon, or deterring activities protected by the First Amendment, such as freely practicing one's religion, freedom of speech and

peaceful assembly, freedom of the press, and the right to petition the government for the redress of grievances.

- v. The purpose of prohibiting or deterring lawful individual exercise of other rights, such as freedom of association, implied by and secured by the U.S. Constitution or any other constitutionally protected right or attribute.
- vi. Harassing and/or intimidating any individual or group.
- vii. Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.

3. Sharing and Disseminating LPR Query Results

- i. The Chief of Police must approve the execution of a query and the sharing of any Query Results with an outside law enforcement agency and verify the reason for executing the query and/or sharing the Query Results is for a legitimate purpose. The Chief of Police has the authority to deny a request to execute a query and/or share LPR Query Results with an outside law enforcement agency even if the request is for a proper purpose. The Chief of Police may, in individual and occasional times of planned absences and mental incompetence due to medical reasons, in writing, designate the Operations Lieutenant to make this determination.
- ii. Any other execution of a query and/or share of LPR Query Results with an outside law enforcement agency is strictly prohibited.
- iii. Pursuant to Wyo. Stat. Ann. § 16-4-202(d)(iii), the Department does not create records to fulfill public records requests and no query will be performed (and document created) in response to a public record request.
- iv. The Department protects all LPR Query Results as personally identifiable information (PII) because LPR information may be combined with other information to specify a unique individual (i.e., the identity of an individual could be directly or indirectly inferred by using information that is linked or linkable to that individual). The Department collects, receives, accesses, uses, disseminates, retains, and purges LPR Query Results because they can be linked to an individual to further an authorized mission.

**I. Information Quality Assurance**

- 1. Original LPR Query Results will not be altered, changed, or modified in order to protect the integrity of the data. Any changes will be maintained as a separate and additional record, and such record will be identified as having been modified.
- 2. The Department will investigate, in a timely manner, alleged errors and deficiencies of LPR Query Results or, if applicable, will request that the originating agency or Flock investigate the alleged errors and deficiencies.
- 3. The Department will correct, notate, delete, or refrain from using LPR Query Results the Department originated or received and found to be erroneous or deficient.

**J. Information Retention and Purging**

- 1. All LPR data contained within the Department's files will be stored for a period not to exceed 90 days. After 90 days, the information will be automatically purged (i.e., permanently removed from the system).

**K. Training**

- 1. Before access to the Department's LPR System and/or Query Results is authorized, the Department will require all authorized Department members to participate in training regarding implementation of and adherence to this LPR policy.

## **9.29.5 PARKING LICENSE PLATE READER SYSTEM**

### **A. General Policy**

1. It is the purpose of this policy to provide Department members with guidelines and principles for the access, use, dissemination, retention, and purging of the parking license plate recognition system (Parking LPR System) to ensure that the information is used for legitimate law enforcement purposes only and the privacy, civil rights, and civil liberties of individuals are not violated.
2. This policy assists the Department in:
  - i. Management Town of Jackson parking resources and facilities.
  - ii. Promoting governmental legitimacy and accountability.
  - iii. Minimizing the risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
  - iv. Increasing trust by maximizing transparency.
  - v. Making the most effective use of public resources allocated to public safety entities.
3. Authorized uses of the LPR system are to:
  - i. Enforce parking laws and regulations; and
  - ii. Enforce vehicle laws and regulations.

### **B. Definitions**

1. Alert: A positive indication that a potential license plate is in violation of a parking ordinance or determined to be a match of a vehicle the Municipal Court has ordered to be booted.
2. Parking License Plate Recognition Information: The images and the metadata associated with them collected by the Parking LPR System. Information files typically contain the following information black-and-white license image, contextual color image, electronically readable format of plate, alphanumeric characters of license plate numbers, location and GPS coordinates, time and date of image capture, camera identification.
3. Parking License Plate Recognition System: Equipment used to capture license plate images and associated data. The equipment may include the following: One or more LPR cameras, processor for converting the images to text, Optical Character Recognition (OCR) engine optimized for reading license plates, GPS receiver, brackets or mounting hardware , and connect cables.

### **C. Information Subject to this Policy**

1. This policy applies to access, use, dissemination, retention, and purging of Parking LPR Information in the possession of the Department.

### **D. Persons Subject to This Policy**

1. All members of the Department.

### **E. Investigative Technique**

1. All those to whom this policy applies will comply with applicable laws and policies concerning privacy, civil rights, and civil liberties, including, but not limited to those in the Wyoming State Statutes, the Wyoming Constitution, the United States Code Annotated, and the U.S. Constitution.
2. A Parking LPR System Alert may be the sole basis for issuing a notice of parking violation.
3. A Parking LPR System Alert may not be the sole basis for police action, however; rather, in such instances the alert must be corroborated by further appropriate investigation to determine the validity of the alert before taking any action.
4. The investigative techniques used by the Department to corroborate Parking LPR System Alerts must be the least intrusive as necessary in the particular circumstances.

### **F. Governance and Oversight**

1. The Department's Police Technology Manager, or, by written designation, the Police Systems Administrator, will serve as the Parking LPR System administrator who will be responsible for the following:
  - i. Overseeing and administering the Parking LPR System.
  - ii. Acting as the authorizing official for individual access to Parking LPR System.
  - iii. Ensuring and documenting that Parking LPR System access is granted only to members who have successfully completed a background check and training.

- iv. Conducting audits quarterly to ensure compliance with applicable laws, regulations, standards, and policy.
- v. Ensuring Parking LPR System equipment, software, and components are properly maintained in accordance with the manufacturer's recommendations and/or any published industry standards.
- vi. Ensuring maintenance of an audit trail of the Parking LPR System, which will be kept permanently and which logs will include:
  - a. The name of the member.
  - b. The date and time of access.
  - c. The specific information accessed.
  - d. The modification or deletion, if any, of Parking LPR System information.
  - e. The authorized law enforcement justification for access, including a relevant case number if available.
- 2. Department will employ credentialed, role-based access criteria, as appropriate, to control:
  - i. The Parking LPR System Information to which a particular group or class of users may have access based on the group or class.
  - ii. The assignment of roles (e.g., administrator, manager, operator, and user).
  - iii. Any administrative or functional access required to maintain, control, administer, audit, or otherwise manage the Parking LPR System information or equipment.

#### **G. Parking LPR System Information**

- 1. Information Obtained by the Parking LPR System.
  - i. Parking LPR System cameras are mobile (mounted on vehicles) and records will contain an optical character recognition interpretation of the captured image, a photo of the license plate and a contextual photo of an area surrounding the plate that could range from a few inches to a larger area around the entire vehicle, the geographic coordinates of where the image was captured, the date and time of the recording, and the specific camera/unit that captured the image.
  - ii. Parking LPR System information will contain images of license plates that are available to public view (e.g., vehicles that are on a public road or street or that are on private property but whose license plates[s] are visible from a public road, street, or place to which members of the public have access, such as the parking lot of a shop or other business establishment) and that identify specific vehicles.
- 2. Information Not Obtained in a Query.
  - i. Information obtained by the Department from the Parking LPR System does not include specific identification of individuals.
  - ii. Information obtained by the Department from the Parking LPR System does not contain audio recordings.

#### **H. Authorized Uses for Parking LPR System Information**

- 1. Access to or disclosure of Parking LPR System Information will be provided only to individuals within the Department who are authorized to have access and only for legitimate law enforcement purposes as defined herein.
- 2. The Department will prohibit access, use, and dissemination of Parking LPR System Information for:
  - i. Any purpose that violates the Federal and State Constitution or laws of the United States or the State of Wyoming.
  - ii. Non-law enforcement or personal purposes.
  - iii. Discriminatory purposes.
  - iv. The purpose of prohibiting, infringing upon, or deterring activities protected by the First Amendment, such as freely practicing one's religion, freedom of speech and peaceful assembly, freedom of the press, and the right to petition the government for the redress of grievances.

- v. The purpose of prohibiting or deterring lawful individual exercise of other rights, such as freedom of association, implied by and secured by the U.S. Constitution or any other constitutionally protected right or attribute.
  - vi. Harassing and/or intimidating any individual or group.
  - vii. Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.
- 3. Sharing and Disseminating Parking LPR System Information
  - i. The Chief of Police must approve the execution of a query of and the sharing of any Parking LPR System Information with an outside law enforcement agency and verify the reason for executing the query and/or sharing the Parking LPR System Information is for a legitimate purpose. The Chief of Police has the authority to deny a request to execute a query and/or share Parking LPR System Information with an outside law enforcement agency even if the request is for a proper purpose. The Chief of Police may, in individual and occasional times of planned absences and mental incompetence due to medical reasons, designate the Operations Lieutenant to make this determination.
  - ii. Any other execution of a query and/or share of Parking LPR System Information with an outside law enforcement agency is strictly prohibited.
  - iii. Pursuant to Wyo. Stat. Ann. § 16-4-202(d)(iii), the Department does not create records to fulfill public records requests and no query will be performed (and document created) in response to a public record request.
  - iv. The Department protects all Parking LPR System Information as personally identifiable information (PII) because Parking LPR System Information may be combined with other information to specify a unique individual (i.e., the identity of an individual could be directly or indirectly inferred by using information that is linked or linkable to that individual). The Department collects, receives, accesses, uses, disseminates, retains, and purges Parking LPR System information because it can be used to further an authorized mission.

**L. Information Quality Assurance**

- 1. Parking LPR System Information will not be altered, changed, or modified in order to protect the integrity of the information. Any changes will be maintained as a separate and additional record, and such record will be identified as having been modified.
- 2. The Department will investigate, in a timely manner, alleged errors and deficiencies of Parking LPR System Information.
- 3. The Department will correct, notate, delete, or refrain from using Parking LPR System information the Department found to be erroneous or deficient.

**M. Information Retention and Purging**

- 1. All Parking LPR System Information contained within the Department's files will be stored for a period not to exceed 90 days. After 90 days, the information will be automatically purged (i.e., permanently removed from the system).

**N. Training**

- 1. Before access to the Parking LPR System Information is authorized, the Department will require all authorized Department members to participate in training regarding implementation of and adherence to this policy.

## 9.29 FLOCK DATABASE LICENSE PLATE READER SYSTEM

### I. Policy

#### A. General Policy

1. It is the purpose of this policy to provide Department members with guidelines and principles for the access, use, dissemination, retention, and purging of license plate recognition (LPR) query results to ensure that the query results are used for legitimate law enforcement purposes only and the privacy, civil rights, and civil liberties of individuals are not violated.
2. This policy assists the Department in:
  - i. Increasing public safety and improving state, local, tribal, territorial, and national security.
  - ii. Minimizing the threat and risk of injury to specific individuals.
  - iii. Promoting governmental legitimacy and accountability.
  - iv. Minimizing the ~~potential~~ risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
  - v. Protecting the integrity of the criminal investigatory, criminal intelligence, and justice system processes and information.
  - vi. Minimizing the threat and risk of damage to real or personal property.
  - vii. Increasing trust by maximizing transparency.
  - viii. Making the most effective use of public resources allocated to public safety entities.
3. Authorized uses of the LPR System are to:
  - i. Enhance National and Wyoming AMBER/SILVER alerts or other law enforcement alerts and real-time response capability by deploying and networking LPRs across the Town to more rapidly identify and locate vehicles related to potential child-abduction and similar serious crimes.
  - ii. Signal law enforcement that a particular license plate on a Hot List is in close proximity to the LPR System.
  - iii. Support local, state, federal, and tribal public safety departments in the identification of vehicles associated with/as targets of criminal investigation.

#### B. Definitions

1. **Alert:** A positive indication of a potential match between data on the Hot List and a license plate scanned by the LPR System.
2. **Flock Database:** A software and hardware situational awareness solution for automatic license plates, and video through Flock's technology platform and upon detection, the capturing and preservation of video and images.
3. **Hot List:** A file that contains the license plate numbers of stolen vehicles; stolen license plates; AMBER, SILVER, or other law enforcement alerts; lists of license plate numbers known to be associated with specific individuals, such as wanted individuals or missing individuals (e.g., wanted for homicide, rape, robbery, child abduction); or terrorist watch lists. The Motor Vehicle Administration also provides suspended or revoked registrations. A hot list is routinely updated but does not rely on real-time communications with state or federal information sources. LPR hot lists are compiled to serve agency-specified needs.

4. **LPR Query Result:** The results that the Department is given access to through the Flock Database depending on the parameters of the Department-initiated search query or obtained via request to another Flock Customer.
5. **License Plate Recognition (LPR) System:** Equipment used to capture license plate images and associated data. The equipment may include the following: One or more LPR cameras, processor for converting the images to text, Optical Character Recognition (OCR) engine optimized for reading license plates, GPS receiver, brackets or mounting hardware, and connect cables.

**C. Information Subject to this Policy**

1. This policy applies to access, use, dissemination, retention, and purging of LPR query results in the possession of the Department. It is not intended to apply and does not apply to any other types of information accessed, retained, or used by the Department.

**D. Persons Subject to This Policy**

1. All members of the Department that are sworn peace officers.

**E. Investigative Technique**

1. All those to whom this Policy applies will comply with applicable laws and policies concerning privacy, civil rights, and civil liberties, including, but not limited to those in the Wyoming State Statutes, the Wyoming Constitution, the United States Code Annotated, and the U.S. Constitution.
2. Neither an Alert nor an LPR Query Result may be the sole basis to take police action; rather, it must be corroborated by further appropriate investigation to determine the validity of the Alert or LPR Query Result before taking any action.
3. The investigative techniques used by the Department to corroborate Alerts and LPR Query Results must be the least intrusive as necessary in the particular circumstances.

**F. Governance and Oversight**

1. The Department's Police Technology Manager, or, by written designation, the Police Systems Administrator~~or designee~~, will serve as the LPR administrator who will be responsible for the following:
  - i. Overseeing and administering the LPR program.
  - ii. Acting as the authorizing official for individual access to LPR System.
  - iii. Ensuring and documenting that LPR access is granted only to members who have successfully completed a background check and training.
  - iv. Conducting audits quarterly to ensure compliance with applicable laws, regulations, standards, and policy.
  - v. Ensuring LPR equipment, software, and components are properly maintained in accordance with the manufacturer's recommendations and/or any published industry standards.
  - vi. Ensuring maintenance of an audit trail of accessed, requested, or disseminated LPR queries, which will be kept permanently and which logs will include:
    - a. The name of the member.
    - b. The date and time of query or access.
    - c. The specific information queried or accessed.
    - d. The modification or deletion, if any, of LPR queries.
    - e. The authorized law enforcement justification for query or access, including a relevant case number if available.
2. Department will employ credentialed, role-based access criteria, as appropriate, to control:

- i. The LPR Query Results to which a particular group or class of users may have access based on the group or class.
- ii. The assignment of roles (e.g., administrator, manager, operator, and user).
- iii. The categories of information that a class of users are permitted to use in order to update a Hot List, including information being utilized in specific investigations.
- iv. Any administrative or functional access required to maintain, control, administer, audit, or otherwise manage the information or equipment.

#### G. Querying Flock LPR Database

1. The Department may only query the Flock Database for LPR information that satisfies one or more of the following:
  - i. Is based on a possible threat to public safety or the enforcement of the criminal law.
  - ii. Is based on or related to an official missing person(s) alert.
  - iii. Is based on reasonable suspicion that an identifiable individual or organization has committed a criminal offense or is involved in or planning criminal (including terrorist) conduct or activity that presents a threat to any individual, the community, or the nation and that the information is relevant to the criminal (including terrorist) conduct or activity.
  - iv. Is relevant to the investigation and prosecution of suspected criminal (including terrorist) incidents; the resulting justice system response; the enforcement of sanctions, orders, or sentences; or the prevention of crime.
  - v. Is directly related to an active investigation of the Department **and** the source of the information is reliable and verifiable or limitations on the quality of the information are identified, **and** the information was lawfully collected (e.g., it does not infringe on the federal or state constitutional rights of any individual, group, or organization).
2. The Department will not query the Flock Database for:
  - i. Information that does not meet at least one basis set forth in G.1.
  - ii. Any purpose that violates the Federal or the State Constitution or laws of the United States or the State of Wyoming or Town of Jackson Municipal Code.
  - iii. Information about individuals or organizations based solely on their religious, political, or social views or activities; their participation in a particular noncriminal organization or lawful event; or their race, ethnicity, citizenship, place of origin, age, disability, gender, gender identity, sexual orientation, pregnancy status, or other classification protected by law.
3. Information Obtained via a Query.
  - i. LPR cameras may be mobile (mounted on vehicles) or stationary (i.e., mounted to a structure) and LPR Query Results will contain an optical character recognition interpretation of the captured image, a photo of the license plate and a contextual photo of an area surrounding the plate that could range from a few inches to a larger area around the entire vehicle, the geographic coordinates of where the image was

captured, the date and time of the recording, and the specific camera/unit that captured the image.

- ii. LPR Query Results will contain images of license plates that are available to public view (e.g., vehicles that are on a public road or street or that are on private property but whose license plates[s] are visible from a public road, street, or place to which members of the public have access, such as the parking lot of a shop or other business establishment) and that identify specific vehicles.
4. Information Not Obtained in a Query.
    - i. Information obtained by the Department from queries of the Flock Database does not include specific identification of individuals.
    - ii. Information obtained by the Department from queries of the Flock Database does not contain audio recordings.
  5. The Department will indirectly acquire LPR information from other law enforcement agencies only in accordance with this Policy.

#### **H. Authorized Uses for LPR Query Results.**

1. Authorized uses of LPR Query Results are the following:
  - i. Access to or disclosure of LPR Query Results will be provided only to individuals within the Department who are authorized to have access and only for legitimate law enforcement purposes as defined herein. This means that dissemination of LPR Query Results are permitted only if:
    - a. There is a legal basis requiring dissemination, or
    - b. There is reasonable suspicion that an individual or enterprise is involved in criminal conduct or activity, **and** the LPR Query Result is directly relevant to that suspected criminal conduct or activity and the receiver has a legitimate need to know.
2. The Department will prohibit access, use, and dissemination of LPR Query Results for:
  - i. Any purpose that violates the Federal and State Constitution or laws of the United States or the State of Wyoming.
  - ii. Non-law enforcement or personal purposes.
  - iii. Discriminatory purposes.
  - iv. The purpose of prohibiting, infringing upon, or deterring activities protected by the First Amendment, such as freely practicing one's religion, freedom of speech and peaceful assembly, freedom of the press, and the right to petition the government for the redress of grievances.
  - v. The purpose of prohibiting or deterring lawful individual exercise of other rights, such as freedom of association, implied by and secured by the U.S. Constitution or any other constitutionally protected right or attribute.
  - vi. Harassing and/or intimidating any individual or group.
  - vii. Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.
3. Sharing and Disseminating LPR Query Results
  - i. The Chief of Police must approve the execution of a query and the sharing of any Query Results with an outside law enforcement agency and verify the reason for executing the query and/or sharing the Query

Results is for a legitimate purpose. The Chief of Police has the authority to deny a request to execute a query and/or share LPR Query Results with an outside law enforcement agency even if the request is for a proper purpose. The Chief of Police may, in individual and occasional times of planned absences and mental incompetence due to medical reasons, in writing, designate the Operations Lieutenant~~an appropriate member~~ to make this determination.

- ii. Any other execution of a query and/or share of LPR Query Results with an outside law enforcement agency is strictly prohibited.
- iii. Pursuant to Wyo. Stat. Ann. § 16-4-202(d)(iii), the Department does not create records to fulfill public records requests and no query will be performed (and document created) in response to a public record request.
- iv. The Department protects all LPR Query Results as personally identifiable information (PII) because LPR information may be combined with other information to specify a unique individual (i.e., the identity of an individual could be directly or indirectly inferred by using information that is linked or linkable to that individual). The Department collects, receives, accesses, uses, disseminates, retains, and purges LPR Query Results because they can be linked to an individual to further an authorized mission.

**I. Information Quality Assurance**

1. Original LPR Query Results will not be altered, changed, or modified in order to protect the integrity of the data. Any changes will be maintained as a separate and additional record, and such record will be identified as having been modified.
2. The Department will investigate, in a timely manner, alleged errors and deficiencies of LPR Query Results or, if applicable, will request that the originating agency or Flock investigate the alleged errors and deficiencies.
3. The Department will correct, notate, delete, or refrain from using LPR Query Results the Department originated or received and found to be erroneous or deficient.

**J. Information Retention and Purging**

1. All LPR data contained within the Department's files will be stored for a period not to exceed 90 days. After 90 days, the information will be automatically purged (i.e., permanently removed from the system).

**K. Training**

1. Before access to the Department's LPR System and/or Query Results is authorized, the Department will require all authorized Department members to participate in training regarding implementation of and adherence to this LPR policy.

## 9.29.5 PARKING LICENSE PLATE READER SYSTEM

### A. General Policy

1. It is the purpose of this policy to provide Department members with guidelines and principles for the access, use, dissemination, retention, and purging of the parking license plate recognition system (Parking LPR System) to ensure that the information is used for legitimate law enforcement purposes only and the privacy, civil rights, and civil liberties of individuals are not violated.
2. This policy assists the Department in:
  - i. Management Town of Jackson parking resources and facilities.
  - ii. Promoting governmental legitimacy and accountability.
  - iii. Minimizing the ~~potential~~-risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
  - iv. Increasing trust by maximizing transparency.
  - v. Making the most effective use of public resources allocated to public safety entities.
3. Authorized uses of the LPR system are to:
  - i. Enforce parking laws and regulations; and
  - ii. Enforce vehicle laws and regulations.

### B. Definitions

1. Alert: A positive indication that a potential license plate is in violation of a parking ordinance or determined to be a match of a vehicle the ~~Municiple~~Municipal Court has ordered to be booted.
2. Parking License Plate Recognition Information: The images and the metadata associated with them collected by the Parking LPR System. Information files typically contain the following information black-and-white license image, contextual color image, electronically readable format of plate, alphanumeric characters of license plate numbers, location and GPS coordinates, time and date of image capture, camera identification.
3. Parking License Plate Recognition System: Equipment used to capture license plate images and associated data. The equipment may include the following: One or more LPR cameras, processor for converting the images to text, Optical Character Recognition (OCR) engine optimized for reading license plates, GPS receiver, brackets or mounting hardware , and connect cables.

### C. Information Subject to this Policy

1. This policy applies to access, use, dissemination, retention, and purging of Parking LPR Information in the possession of the Department.

### D. Persons Subject to This Policy

1. All members of the Department.

### E. Investigative Technique

1. All those to whom this policy applies will comply with applicable laws and policies concerning privacy, civil rights, and civil liberties, including, but not limited to those in the Wyoming State Statutes, the Wyoming Constitution, the United States Code Annotated, and the U.S. Constitution.
2. A Parking LPR System Alert may be the sole basis for issuing a notice of parking violation.

3. A Parking LPR System Alert may not be the sole basis for police action, however; rather, in such instances the alert must be corroborated by further appropriate investigation to determine the validity of the alert before taking any action.
4. The investigative techniques used by the Department to corroborate Parking LPR System Alerts must be the least intrusive as necessary in the particular circumstances.

#### **F. Governance and Oversight**

1. The Department's Police Technology Manager, or, by written designation, the Police Systems Administrator ~~or designee~~, will serve as the Parking LPR System administrator who will be responsible for the following:
  - i. Overseeing and administering the Parking LPR System.
  - ii. Acting as the authorizing official for individual access to Parking LPR System.
  - iii. Ensuring and documenting that Parking LPR System access is granted only to members who have successfully completed a background check and training.
  - iv. Conducting audits quarterly to ensure compliance with applicable laws, regulations, standards, and policy.
  - v. Ensuring Parking LPR System equipment, software, and components are properly maintained in accordance with the manufacturer's recommendations and/or any published industry standards.
  - vi. Ensuring maintenance of an audit trail of the Parking LPR System, which will be kept permanently and which logs will include:
    - a. The name of the member.
    - b. The date and time of access.
    - c. The specific information accessed.
    - d. The modification or deletion, if any, of Parking LPR System information.
    - e. The authorized law enforcement justification for access, including a relevant case number if available.
2. Department will employ credentialed, role-based access criteria, as appropriate, to control:
  - i. The Parking LPR System Information to which a particular group or class of users may have access based on the group or class.
  - ii. The assignment of roles (e.g., administrator, manager, operator, and user).
  - iii. Any administrative or functional access required to maintain, control, administer, audit, or otherwise manage the Parking LPR System information or equipment.

#### **G. Parking LPR System Information**

1. Information Obtained by the Parking LPR System.
  - i. Parking LPR System cameras are mobile (mounted on vehicles) and records will contain an optical character recognition interpretation of the captured image, a photo of the license plate and a contextual photo of an area surrounding the plate that could range from a few inches to a larger area around the entire vehicle, the geographic coordinates of where the image was captured, the date and time of the recording, and the specific camera/unit that captured the image.

- ii. Parking LPR System information will contain images of license plates that are available to public view (e.g., vehicles that are on a public road or street or that are on private property but whose license plates[s] are visible from a public road, street, or place to which members of the public have access, such as the parking lot of a shop or other business establishment) and that identify specific vehicles.
- 2. Information Not Obtained in a Query.
  - i. Information obtained by the Department from the Parking LPR System does not include specific identification of individuals.
  - ii. Information obtained by the Department from the Parking LPR System does not contain audio recordings.

#### H. Authorized Uses for Parking LPR System Information

- 1. Access to or disclosure of Parking LPR System Information will be provided only to individuals within the Department who are authorized to have access and only for legitimate law enforcement purposes as defined herein.
- 2. The Department will prohibit access, use, and dissemination of Parking LPR System Information for:
  - i. Any purpose that violates the Federal and State Constitution or laws of the United States or the State of Wyoming.
  - ii. Non-law enforcement or personal purposes.
  - iii. Discriminatory purposes.
  - iv. The purpose of prohibiting, infringing upon, or deterring activities protected by the First Amendment, such as freely practicing one's religion, freedom of speech and peaceful assembly, freedom of the press, and the right to petition the government for the redress of grievances.
  - v. The purpose of prohibiting or deterring lawful individual exercise of other rights, such as freedom of association, implied by and secured by the U.S. Constitution or any other constitutionally protected right or attribute.
  - vi. Harassing and/or intimidating any individual or group.
  - vii. Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.
- 3. Sharing and Disseminating Parking LPR System Information
  - i. The Chief of Police must approve the execution of a query of and the sharing of any Parking LPR System Information with an outside law enforcement agency and verify the reason for executing the query and/or sharing the Parking LPR System Information is for a legitimate purpose. The Chief of Police has the authority to deny a request to execute a query and/or share Parking LPR System Information with an outside law enforcement agency even if the request is for a proper purpose. The Chief of Police may, in individual and occasional times of planned absences and mental incompetence due to medical reasons, designate the Operations Lieutenant~~an appropriate member~~ to make this determination.
  - ii. Any other execution of a query and/or share of Parking LPR System Information with an outside law enforcement agency is strictly prohibited.

- iii. Pursuant to Wyo. Stat. Ann. § 16-4-202(d)(iii), the Department does not create records to fulfill public records requests and no query will be performed (and document created) in response to a public record request.
- iv. The Department protects all Parking LPR System Information as personally identifiable information (PII) because Parking LPR System Information may be combined with other information to specify a unique individual (i.e., the identity of an individual could be directly or indirectly inferred by using information that is linked or linkable to that individual). The Department collects, receives, accesses, uses, disseminates, retains, and purges Parking LPR System information because it can be used to further an authorized mission.

**L. Information Quality Assurance**

- 1. Parking LPR System Information will not be altered, changed, or modified in order to protect the integrity of the information. Any changes will be maintained as a separate and additional record, and such record will be identified as having been modified.
- 2. The Department will investigate, in a timely manner, alleged errors and deficiencies of Parking LPR System Information.
- 3. The Department will correct, notate, delete, or refrain from using Parking LPR System information the Department found to be erroneous or deficient.

**M. Information Retention and Purging**

- 1. All Parking LPR System Information contained within the Department's files will be stored for a period not to exceed 90 days. After 90 days, the information will be automatically purged (i.e., permanently removed from the system).

**N. Training**

- 1. Before access to the Parking LPR System Information is authorized, the Department will require all authorized Department members to participate in training regarding implementation of and adherence to this policy.

# STAFF REPORT



|                               |                                     |                        |                |
|-------------------------------|-------------------------------------|------------------------|----------------|
| <b>Meeting Date:</b>          | November 13, 2023                   | <b>Meeting Title:</b>  | Regular        |
| <b>Submitting Department:</b> | Community Development               | <b>Presenter:</b>      | Susan Scarlata |
| <b>Agenda Item:</b>           | State Legislative Agenda & Approach | <b>Public Comment:</b> | Yes            |

## Purpose & Policy Considerations.

The purpose of this item is for Town Council to begin discussion about the Town's agenda and approach to the State's 68<sup>th</sup> Legislative Session, which is scheduled to begin on February 12, 2024.

## Requested Action.

Staff requests that Council have a dialogue about current work of committees and task forces during the interim and approaches and focus points for the Legislative Session.

## Recommendations.

Staff recommends Council discuss and ask questions of our Legislative Advisor regarding resolutions submitted to the Wyoming Association of Municipalities (WAM), current draft bills, ways to be proactive, possible long-term strategies to benefit the Town, and being responsive as issues arise that involve or are directed at the Town.

## Background.

At its December 19, 2023, Regular Meeting, Council approved a Legislative Policy Approach and Agenda to do the following.

- Hire a Legislative Advisor;
- Help other municipalities with policies and initiatives whenever possible;
- Work on developing and advancing bills with committee support;
- Direct staff to participate on statewide coalitions related to Town priorities, when applicable;
- Monitor and respond to bills and other initiatives related to or directed at the Town of Jackson; and
- Continue working with and submit Resolutions to WAM.

The Town of Jackson has been working on implementing a Legislative Policy Approach for three years. One recent proactive success was working with Senator Mike Gierau to submit a request for an Interim Topic related to HOV lanes, which eventually became a bill and was passed into law during the 2023 Legislative Session. The Town has worked with a Legislative Advisor during the last three Legislative Sessions for short-term contracts. At its June 26 meeting, Council approved moving forward with a year-long contract with our current Legislative Advisor, Andy Schwartz. In addition to providing support during the session, Schwartz has continued to monitor and advise the Town about various items during the Interim Session. Along with Town staff, Schwartz attended a Regulatory Reduction Task Force meeting this fall, various other meetings in Cheyenne, and has continued to work with us to prepare for the upcoming Legislative Session in February of 2024. This will be a Budget Session and will continue for approximately five weeks. As the start of the session is still a few months away, the majority of bills have not yet been posted.

**General Session & Interim Topics:** During last year's General Session, Council, our Legislative Advisor, and staff monitored, supported, and offered perspective on bills related to the Town that we wanted to pass and did the same for bills we saw that might negatively impact the Town. Various Town Councilmembers spent time in Cheyenne during the Legislative Session, some for a couple of weeks, and some for WAM's Winter Convention. Suggestions for Interim Topics were due two weeks before the end of the session and the Town chose not to work on submitting anything this year.

**Session Review & WAM Resolutions:** After the 2023 Legislative Session ended, the Town debriefed wins and losses, affirmed the benefit of having some Councilmembers spend time in Cheyenne, and began monitoring Interim Topics including the Regulatory Reduction Task Force (highlighted in more detail below). Last spring, we drafted Resolutions for the Wyoming Association of Municipalities (WAM) to consider. These Resolutions, which are reviewed for potential adoption at WAM's Summer Convention in June, were submitted in May. Resolutions that municipalities submit are intended to be germane to WAM's functions and purposes. The following Resolutions submitted by the Town of Jackson were ratified by the consortium of municipalities.

- A Resolution to Amend State Statute to Set Fees for Retail Liquor Licenses at a Fair Market Value.
- A Resolution Supporting Allowance of a Real Estate Transfer Tax.
- A Resolution Urging WAM to Continue Leading Statewide Efforts for Action on Workforce Housing.

The Resolution the Town submitted to 'Support Legislation to Decriminalize Medical Marijuana' was not ratified by the group. Below, staff outlines potential next steps regarding some or all of these Resolutions.

### **Regulatory Reduction Task Force**

At its March 23 meeting, the Legislature's Management Council voted to create a Regulatory Reduction Task Force to examine rules, regulations, statutes, and processes affecting the mining, agriculture, and construction industries. The Task Force was created to consider statutes or other areas to reduce the regulatory burden on Wyoming's businesses and citizens to foster growth in the state's economy. One of our Senators, Mike Gierau, Co-Chairs this Task Force with Representative Bob Nicholas from Cheyenne. At its first meeting on June 19, the Task Force voted to establish three Subcommittees focused on Agriculture, Energy, and Housing. The Housing Subcommittee has been quite focused on Jackson and Teton County. Task Force members have requested that legislative staff draft various related bills including the following, which are pertinent to some of our housing, planning, and building regulations.

- [24LSO-0280 Accessory residential units-permits](#)
- [24LSO-0286 Property development Exactions](#)
- [24LSO-0287 Building permit notice requirements](#)

This Task Force meets again on Thursday, November 9, which is after this staff report is due and before this discussion will take place at a Council meeting. Any further information related to discussion of these bills will be shared during the meeting. One thing to keep in mind is that unlike Legislative Committees, this Task Force cannot vote to move bills forward in the legislative process. Bills this Task Force supports will need to be placed with established legislative committees, which we believe the Task Force's Co-Chairs will do.

**Budget Session 2024:** The upcoming Legislative Session is a Budget Session, which means during this session there is a higher threshold of votes needed for bills to be introduced. To be introduced, bills need affirmative votes from 2/3 of the legislators in either the House or the Senate. Due to this high threshold for introduction, the Town's Legislative Approach is generally to focus less on proactive legislation during Budget Session years. This said, many bills will still be introduced, discussed, and passed in 2024 so we will track, monitor, and work to advance and halt bills that either support or detract from the Town's interests. To plan logistics for the session, staff would like Council to discuss plans to spend time in Cheyenne during the Legislative Session, if any, to ensure we can reserve accommodations.

### **Analysis & Key Policy Questions.**

There are two Resolutions ratified by WAM that could be the start of legislative bills. These are:

- A Resolution to Amend State Statute to Set Fees for Retail Liquor Licenses at a Fair Market Value.
- A Resolution Supporting Allowance of a Real Estate Transfer Tax.

Staff does not find that the 'Resolution Urging WAM to Continue Leading Statewide Efforts for Action on Workforce Housing' would make sense as a bill. The one Resolution that the Town submitted and WAM did not ratify, 'A Resolution Supporting Legislation to Decriminalize Medical Marijuana,' could also be turned into a bill.

**Key Question #1:** Does Council want staff to write a letter from Town Council to our State Legislators (Representatives Andrew Byron, Liz Storer, and Mike Yin and Senators Mike Gierau and Dan Dockstader) to determine if any will carry bills about the Resolutions the Town submitted to WAM? If so, which Resolutions would Council like to request be turned into bills?

**Key Questions #2:** Do Councilmembers intend to travel to and spend time in Cheyenne during the Legislative Session? If so, when and does Council want to approve related travel costs?

### **Possible Alternatives.**

Town Council could choose not to establish or follow a Legislative Agenda or Approach.

### **Comprehensive Plan & Priority Alignment.**

Engagement with the State Legislature can help our community achieve the Comprehensive Plan's aspirational goals. From Growth Management and Quality of Life to Achieving our Vision, there is regular overlap and interweaving of our community's goals with those of the state we reside in. From workforce housing to multimodal transportation and development of a diverse and balanced economy, the Town of Jackson recognizes the need for state-level connection and support to achieve its long-term vision.

### **Fiscal Impact.**

The Town's Legislative Advisor is being paid a flat, annual rate of \$50K for 12 months of services. Additional expenses will be incurred for Councilmembers and staff to travel to and spend time in Cheyenne during the Legislative Session.

### **Staff Impact.**

The Community Engagement Specialist has approximately 100 hours of time allotted to focus on Legislative Policy work with a third of those hours falling during the Legislative Session. The Town Manager plans to allocate 40 hours to work on Legislative Policy. In addition, the Town Attorney supports this work, when needed, and other Directors weigh in on various bills and connect about planning and strategy related to Legislative items, when needed.

### **Attachments or Links.**

NA

### **Suggested Motion.**

Motion #1: I move to direct staff to draft a letter to send to our State Legislators requesting that they carry bills about the Resolutions the Town submitted to WAM.

Motion #2: I move to approve travel for Councilmembers to attend Wyoming's 68<sup>th</sup> Legislative Session beginning on February 12, 2024.

# STAFF REPORT



|                               |                                                                                                 |                        |                          |
|-------------------------------|-------------------------------------------------------------------------------------------------|------------------------|--------------------------|
| <b>Meeting Date:</b>          | November 13, 2023                                                                               | <b>Meeting Title:</b>  | Town Council Regular Mtg |
| <b>Submitting Department:</b> | Administration                                                                                  | <b>Presenter:</b>      | Roxanne Robinson         |
| <b>Agenda Item:</b>           | Ordinance Z – An Ordinance Repealing Noise from the Special Event Section of the Municipal Code | <b>Public Comment:</b> | 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 third and final reading as presented and designate it Ordinance 1353.

## **Recommendations.**

Staff recommends Town Council approve Ordinance Z, An Ordinance Repealing Noise from the Special Event Section of the Municipal Code, on third and final reading as presented and designate it Ordinance 1353.

## **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 and on second reading at the November 6, 2023 Town Council special 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.**

Delay third and final 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 \$150 - \$700 for advertising pursuant to Wyoming Statute.

## **Staff Impact.**

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

| Ordinance Z Repealing 12.28.050.H. Staff Impact                                      |                          |                               |
|--------------------------------------------------------------------------------------|--------------------------|-------------------------------|
| Component                                                                            | Responsible Department   | Combined Staff Time Estimated |
| Ordinance Prep Repealing Section 12.28.050.H. in Code Conflicting with Noise in 9.44 | Administration and Legal | 4                             |
| Staff Report Prep for Repeal Ordinances                                              | Administration and Legal | 2                             |
| Noticing, Posting, Permanent Record Book Prep, and Review of Muni Code               | Town Clerk               | 3                             |
| Public Information/Education Clarifying Noise Regulations                            | Community Development    | 5                             |
| <b>Total</b>                                                                         |                          | <b>14</b>                     |

#### 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 third and final reading as presented and designate it Ordinance 1353.

## **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 16<sup>th</sup> DAY OF OCTOBER 2023.

PASSED 2ND READING THE 6<sup>th</sup> DAY OF NOVEMBER 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



|                               |                                          |                        |                       |
|-------------------------------|------------------------------------------|------------------------|-----------------------|
| <b>Meeting Date:</b>          | August 21, 2023                          | <b>Meeting Title:</b>  | Town Council Workshop |
| <b>Submitting Department:</b> | Administration                           | <b>Presenter:</b>      | Roxanne Robinson      |
| <b>Agenda Item:</b>           | Center for the Arts Outdoor Sound Review | <b>Public Comment:</b> | 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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                             |
| <b>Total</b>                                                                 |                                                                | <b>53.5</b>                   |

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

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

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

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

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

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

IV. **Consideration.**

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

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

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

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

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

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

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

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

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

V. **Use of Leased Premises.**

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

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

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

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

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

(v) sales of art supplies of any nature;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. **Conditions.**

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

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

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

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

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

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

Building Improvements and such shall become the property of Lessors.

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

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

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

VII. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

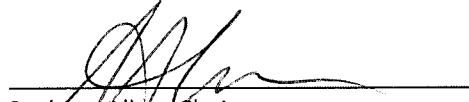
Community Center for the Arts  
Attn: Executive Director  
P.O. Box 860  
Jackson, WY 83001

(signatures follow)

**Approval and Execution**

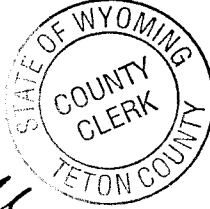
IN WITNESS WHEREOF, the parties have executed this agreement effective the 15<sup>th</sup> day of June, 2016 (the **Effective Date**).

**Teton County, State of Wyoming**

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

Attest:

  
\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk



**Town of Jackson**

\_\_\_\_\_  
Sara Flitner, Mayor

Attest:

\_\_\_\_\_  
Roxanne DeVries Robinson,  
Town of Jackson Deputy Clerk

**Community Center for the Arts**

\_\_\_\_\_  
Donald Opatrny, Chairman  
Board of Directors

\_\_\_\_\_  
Jennifer Felsing, Secretary  
Board of Directors

Approval and Execution

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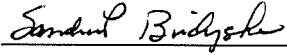
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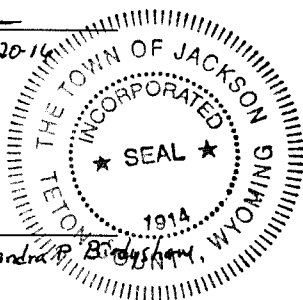
\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**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

\_\_\_\_\_  
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Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

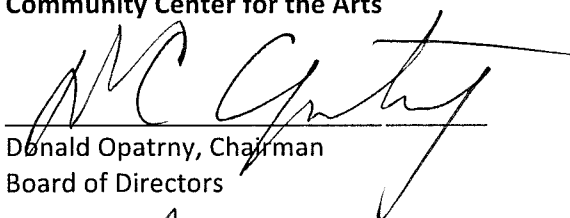
**Town of Jackson**

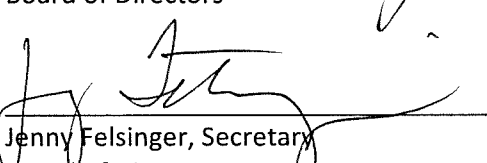
\_\_\_\_\_  
Sara Flitner, Mayor

Attest:

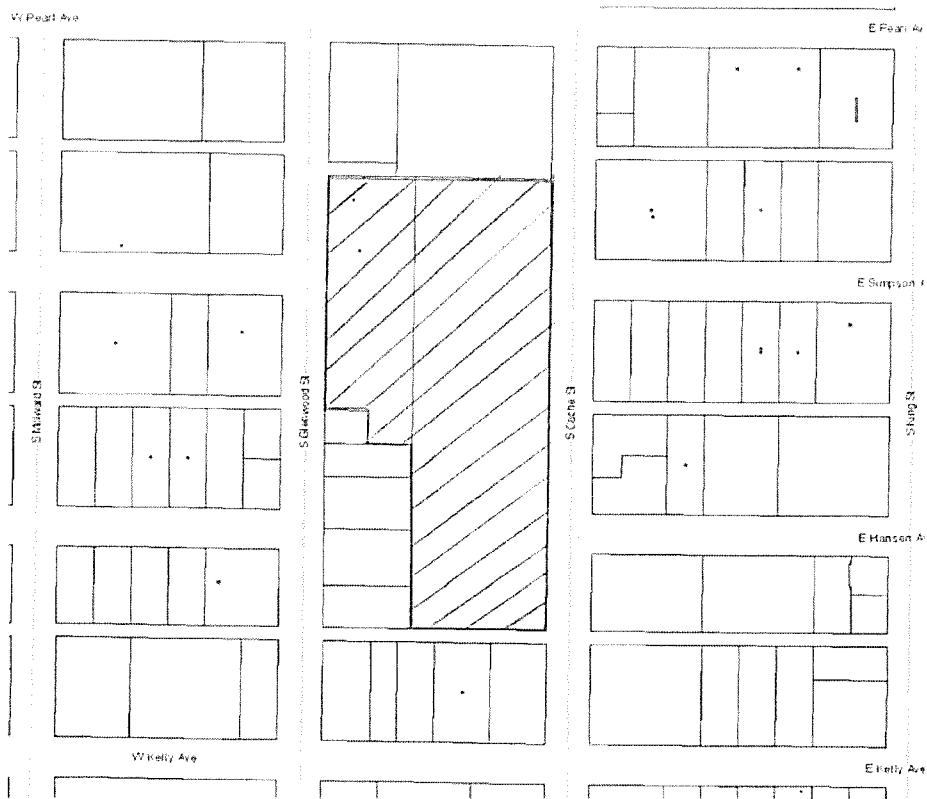
\_\_\_\_\_  
Roxanne DeVries Robinson,  
Town of Jackson Deputy Clerk

**Community Center for the Arts**

  
\_\_\_\_\_  
Donald Opatrny, Chairman  
Board of Directors

  
\_\_\_\_\_  
Jenny Felsing, Secretary  
Board of Directors

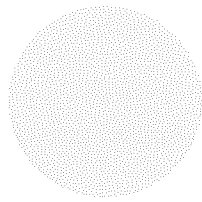
RESTATED LEASE AGREEMENT  
Exhibit A – Leased Premises



 = 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.

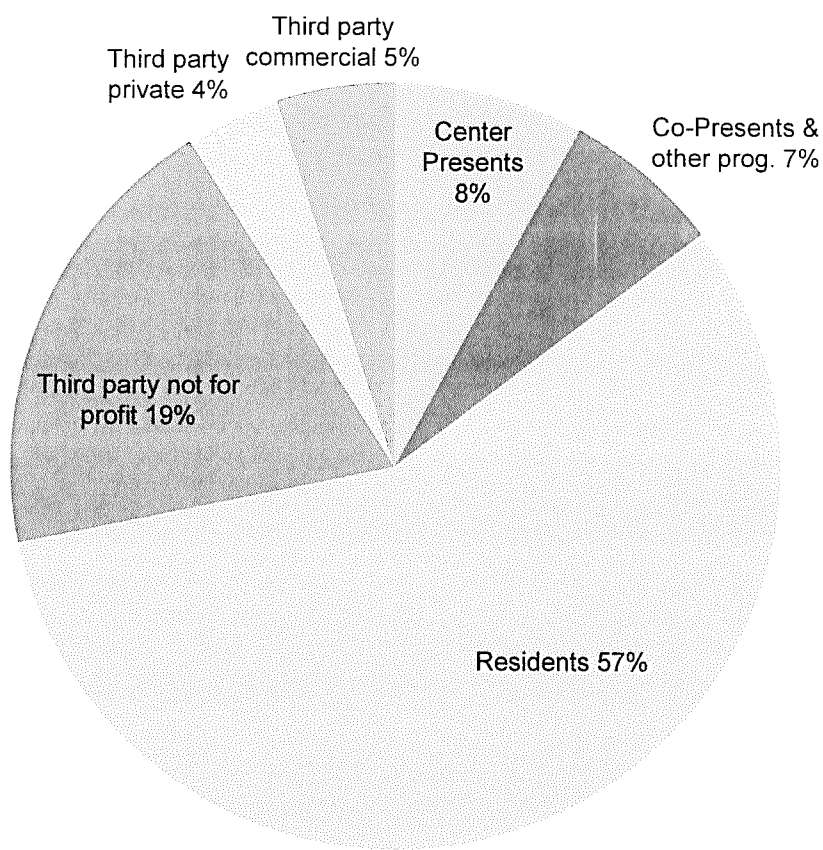
|                                                                         | 2014/2015 Actual | 2015/2016 Budget |
|-------------------------------------------------------------------------|------------------|------------------|
| Center Presents Ticket Revenue                                          | \$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        |
|                                                                         |                  |                  |
| <b>NET INCOME (LOSS)<br/>INCLUDING<br/>SPONSORSHIP<br/>UNDERWRITING</b> | <b>\$117,191</b> | <b>\$186,000</b> |

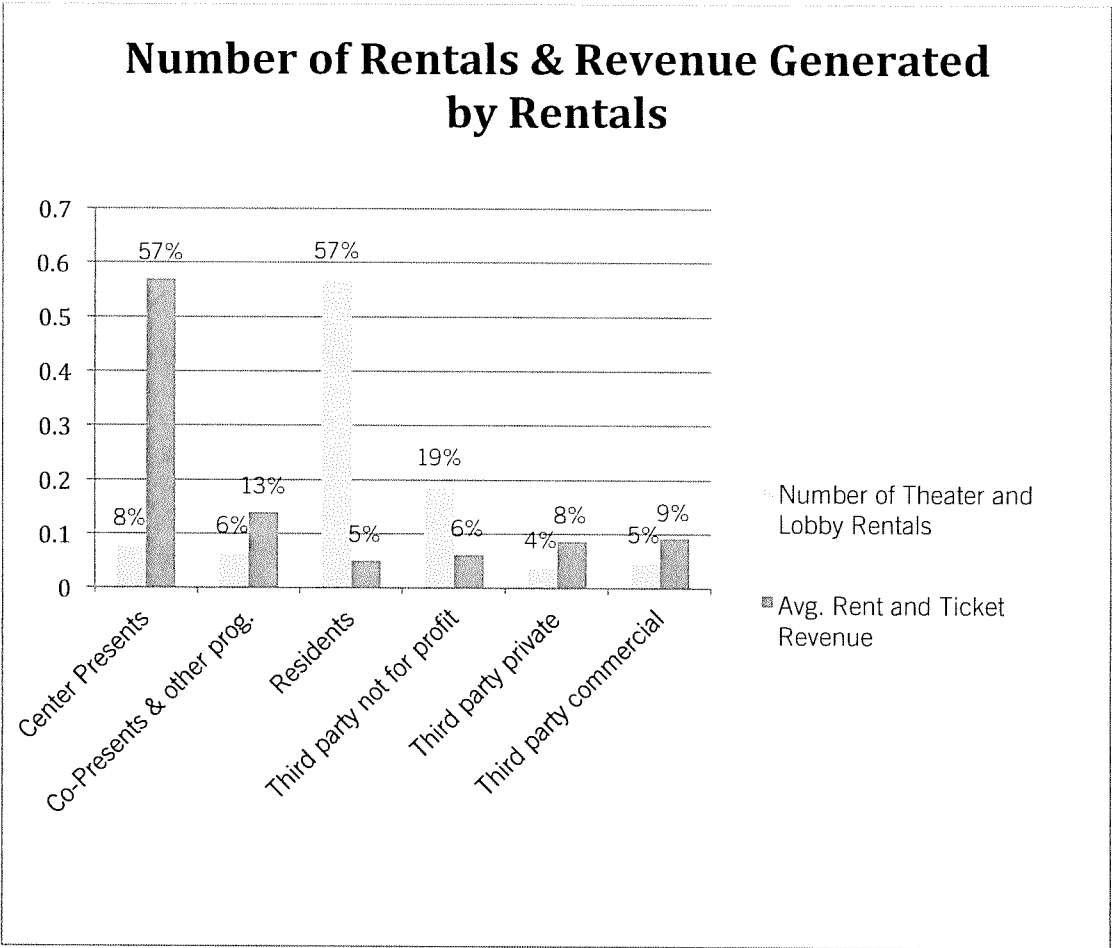
CENTER THEATER AND LOBBY

- 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 <sup>nd</sup> 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        |

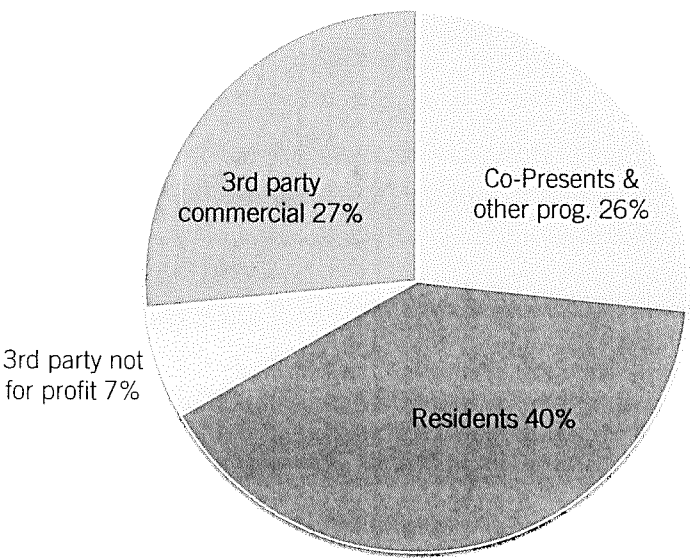
|                                      |                                                |                      |
|--------------------------------------|------------------------------------------------|----------------------|
|                                      |                                                | 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.

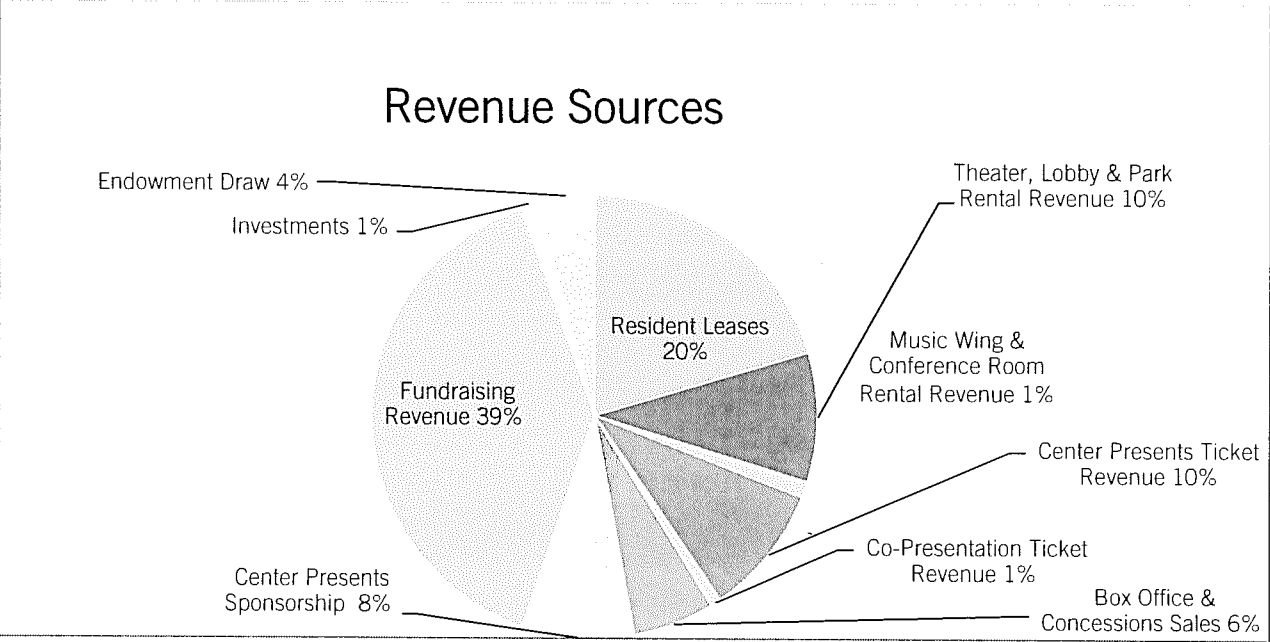
| CENTER PARK               | No. of events | %    |
|---------------------------|---------------|------|
| Co-Presents & other prog. | 4             | 26%  |
| Residents                 | 6             | 40%  |
| 3rd party not for profit  | 1             | 7%   |
| 3rd party commercial      | 4    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

# Number of Center Park Rentals

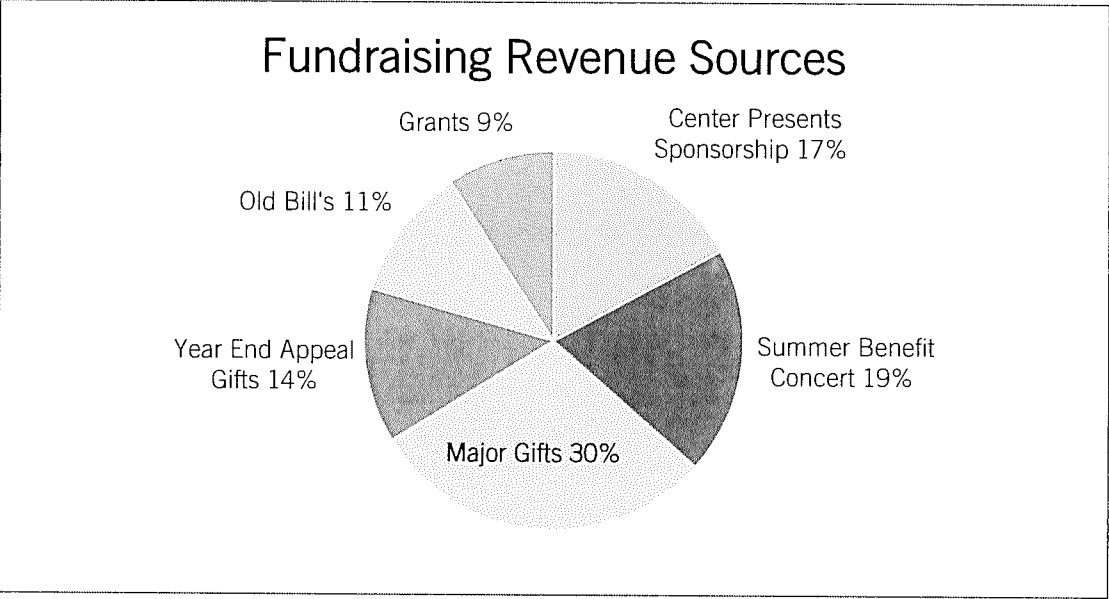


| CENTER PARK EVENTS                     | Name of Presenting Organization                    | Avg. Ticket Price    |
|----------------------------------------|----------------------------------------------------|----------------------|
| Thin Air Shakespeare (4 days)          | Off Square Theatre Company 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<br>Current Rate<br>(inclusive) | Non-profit non-<br>residents<br>Current Rate<br>(inclusive) | Commercial<br>Current Rate<br>(inclusive) | Private<br>Current Rate<br>(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<br>New Rate<br>Effective<br>10.1.15 | Non-profit non-<br>residents<br>New Rate<br>Effective<br>10.1.15 | Commercial<br>New Rate<br>Effective<br>10.1.15 | Private<br>New Rate<br>Effective<br>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](mailto: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.<br>(in db(A)) | Seven p.m. to next seven a.m. (in<br>db(A)) |

### Casper, WY

|                                                              | Residential | Business | Commercial | Industrial |
|--------------------------------------------------------------|-------------|----------|------------|------------|
| Day                                                          | 55          | 60       | 70         | 80         |
| Night                                                        | 50          | 55       | 65         | 75         |
| Table <a href="#">8.20.040</a>                               |             |          |            |            |
| 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<sup>(1)</sup>

| Noise Zone | Type of Land Use                                                                                                   | Allowed Equivalent Noise Level, Leq. <sup>(2)</sup> |                   |
|------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------|
|            |                                                                                                                    | 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—<br>CBD1, CBD2, CBD visitor<br>commercial, CBD central bluffs<br>& civic arts district | 70 dBA                                              | 70 dBA            |
| V          | Other uses                                                                                                         | 70 dBA                                              | 60 dBA            |

<sup>(1)</sup> 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<br>Noise [db(A)]<br>7:00 a.m. to<br><u>next 7:00 p.m.</u> | Maximum<br>Noise [db(A)]<br>7:00 p.m. to<br><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<br>(11:00 p.m. to 7:00 a.m.) | Daytime<br>(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](mailto: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



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### 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)

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### **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.

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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

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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).

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#### **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.

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(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.

| <b>Maximum Permitted Steady State Vibration Displacement</b> |                                        |
|--------------------------------------------------------------|----------------------------------------|
| <b>Frequency (cycles per second)</b>                         | <b>Vibration Displacement (inches)</b> |
| 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).

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## 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



|                               |                                                                                                                                                    |                        |                |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------|
| <b>Meeting Date:</b>          | November 13, 2023                                                                                                                                  | <b>Meeting Title:</b>  | Regular        |
| <b>Submitting Department:</b> | Legal                                                                                                                                              | <b>Presenter:</b>      | Lea Colasuonno |
| <b>Agenda Item:</b>           | Third Reading Ordinances Regarding Bias Crimes, Illegal Discrimination, and Penalties for Violations of Chapter 9.16 of the Jackson Municipal Code | <b>Public Comment:</b> | Yes            |

## Purpose & Policy Considerations.

The purpose of this item is for Council to consider third 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 third reading.

## Recommendations.

Staff recommends approving the ordinances as presented on third 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.

On November 6, 2023, the Council considered and passed all three ordinances on second 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 12.5 hours in total drafting these ordinances, and preparing staff reports, and preparing the PowerPoint presentation; Administration spent 1 hour coordinating with the Town Attorney on the staff report and Council presentation.

### **Attachments or Links.**

- Ordinance 1354, Bias Crime Ordinance
- Ordinance 1355, Illegal Discrimination Ordinance
- Ordinance 1356, 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*
- October 16, 2023 Staff Report Presentation of Ordinances Regarding Bias Crimes, Illegal Discrimination, and Penalties for Violations of Chapter 9.16 of the Jackson

### **Suggested Motion.**

I move to approve ordinances A, B, and C on third reading and designate them Ordinances 1354, 1355, and 1356, respectively.

## **ORDINANCE 1354**

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. 1354 §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 1355

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 1356

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

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

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

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

...

#### 9.26.050 Places of Public Accommodation; Discrimination prohibited.

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

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

#### 9.26.060 Housing; Discrimination prohibited.

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

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

#### 9.26.070 Other prohibited acts.

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

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

#### 9.26.080 Retaliation.

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

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

#### 9.26.090 Discriminatory effects.

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

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

...

#### 9.26.120 Violation and remedy. (Repealed)

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

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

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

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

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

~~C. Disposition of a complaint.~~

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

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

...

**SECTION II.**

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

**SECTION III.**

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

**SECTION IV.**

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

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING            )  
                                          ) ss.  
COUNTY OF TETON            )

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

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

\_\_\_\_\_  
Riley Taylor, Town Clerk

## ORDINANCE C

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

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

### SECTION I.

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

#### 9.16.010 Assault.

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

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

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

#### 9.16.020 Battery.

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

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

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

#### 9.16.025 Unlawful contact or touching.

A. It is unlawful for any person to:

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

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

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

...

**SECTION II.**

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

**SECTION III.**

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

**SECTION IV.**

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

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING            )  
                                          ) ss.  
COUNTY OF TETON            )

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

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

\_\_\_\_\_  
Riley Taylor, Town Clerk

# STAFF REPORT



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



|                               |                                                                      |                        |                |
|-------------------------------|----------------------------------------------------------------------|------------------------|----------------|
| <b>Meeting Date:</b>          | November 13, 2023                                                    | <b>Meeting Title:</b>  | Regular        |
| <b>Submitting Department:</b> | Legal                                                                | <b>Presenter:</b>      | Lea Colasuonno |
| <b>Agenda Item:</b>           | Short-Term Rental: Third Reading Repeal of Municipal Code Provisions | <b>Public Comment:</b> | Yes            |

## **Purpose & Policy Considerations.**

The purpose of this item is to complete 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 third reading.

## **Recommendations.**

Staff recommends Council approve the repeal ordinance on third 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.

At the November 6, 2023 Council Meeting, Council passed the repeal ordinance on second 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 1.5 hours preparing staff reports for first, second, and third reading.

**Attachments or Links.**

- Ordinance 1357.
- 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.*
- October 16, 2023 Staff Report *Short-Term Rental: Repeal of Municipal Code Provisions*

**Suggested Motion.**

I move to approve Ordinance D on third reading and designate it Ordinance 1357.

## ORDINANCE 1357

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



|                               |                                                                                                                                                                                                                  |                        |                             |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------|
| <b>Meeting Date:</b>          | May 1, 2023                                                                                                                                                                                                      | <b>Meeting Title:</b>  | Regular Town Council        |
| <b>Submitting Department:</b> | Community Development                                                                                                                                                                                            | <b>Presenter:</b>      | Tyler Sinclair/Paul Anthony |
| <b>Agenda Item:</b>           | <b>SUBJECT: ITEM P21-333:</b><br>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 | <b>Public Comment:</b> | 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



|                               |                                                        |                        |                |
|-------------------------------|--------------------------------------------------------|------------------------|----------------|
| <b>Meeting Date:</b>          | October 16, 2023                                       | <b>Meeting Title:</b>  | Regular        |
| <b>Submitting Department:</b> | Legal                                                  | <b>Presenter:</b>      | Lea Colasuonno |
| <b>Agenda Item:</b>           | Short-Term Rental: Repeal of Municipal Code Provisions | <b>Public Comment:</b> | 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



|                               |                                                             |                        |             |
|-------------------------------|-------------------------------------------------------------|------------------------|-------------|
| <b>Meeting Date:</b>          | November 13, 2023                                           | <b>Meeting Title:</b>  | Regular     |
| <b>Submitting Department:</b> | Public Works                                                | <b>Presenter:</b>      | Johnny Ziem |
| <b>Agenda Item:</b>           | Ordinance E Amending Water and Sewer Rates – Second Reading | <b>Public Comment:</b> |             |

## Purpose & Policy Considerations.

The purpose of this item is to present to Council Ordinance E for the second 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 the second reading as presented.

## Recommendations.

Staff recommends approving Ordinance E on the second reading.

## Background.

Council approved the first reading of Ordinance E, an ordinance amending water and sewer rates & fees in Title 13 of the Town of Jackson Municipal Code, on November 6, 2023.

## Analysis & Key Policy Questions.

**Key Policy Question:** Does Council wish to approve the second reading of 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 approving Ordinance E on the second reading
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 included minimal time creating a staff report and 1 hour was spent by Administration, Finance, and Legal reviewing the staff report.

**Attachments or Links.**

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

**Suggested Motion.**

I move to approve Ordinance E on the second 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*<br>per meter installed        |
| ¾ inch                             | \$ <del>3,284.00</del> <del>3,053.00</del>  |
| 1 inch                             | <del>5,483.00</del> <del>5,098.00</del>     |
| 1 ½ inch                           | <del>10,934.00</del> <del>10,166.00</del>   |
| 2 inch                             | <del>17,499.00</del> <del>16,271.00</del>   |
| 3 inch                             | <del>35,031.00</del> <del>32,572.00</del>   |
| 4 inch                             | <del>54,731.00</del> <del>50,889.00</del>   |
| 6 inch                             | <del>109,430.00</del> <del>101,748.00</del> |
| 8 inch                             | <del>175,095.00</del> <del>162,803.00</del> |

\* 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                                            | \$ | <del>744.00</del> 692.00     |
| 2 Bedroom                                                   |    | <del>1,115.00</del> 1,037.00 |
| 3 Bedroom                                                   |    | <del>1,487.00</del> 1,383.00 |
|                                                             | +  |                              |
| Component 2:                                                |    |                              |
| Each Additional Bedroom or Unfinished Room per 400 sq. ft.  |    | <del>371.00</del> 345.00     |
|                                                             | +  |                              |
| Component 3:                                                |    |                              |
| Irrigation per 1,000 Square Feet of Landscaped Surface Area |    | <del>429.00</del> 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                                   | \$ <del>12.59</del> 11.66 |
| 1 inch                                   | <del>18.76</del> 17.37    |
| 1 ½ inch                                 | <del>32.67</del> 30.25    |
| 2 inch                                   | <del>49.93</del> 46.23    |
| 3 inch                                   | <del>98.90</del> 91.57    |
| 4 inch                                   | <del>151.86</del> 140.61  |
| 6 inch                                   | <del>297.26</del> 275.24  |
| 8 inch                                   | <del>474.33</del> 439.19  |

| User Charges    |                                |                     |
|-----------------|--------------------------------|---------------------|
| Type of Meter   | Tiers (gallons)                | \$/1,000 gallons    |
| Residential     | 0—2,000                        | \$ 0.00             |
|                 | 2,001—6,000                    | <del>1.411</del> 31 |
|                 | 6,001—25,000                   | <del>3.172</del> 63 |
|                 | <u>25,001 – 50,000</u>         | <u>4.94</u>         |
|                 | <u>50,001 – 100,000</u>        | <u>6.70</u>         |
|                 | Over <del>100,000</del> 25,000 | <del>8.463</del> 94 |
| Multi-Family    | 0—2,000                        | \$ 0.00             |
|                 | Over 2,000                     | <del>2.432</del> 25 |
| Nonresidential  | 0—2,000                        | \$ 0.00             |
|                 | Over 2,000                     | <del>2.432</del> 25 |
| Irrigation Only | 0—2,000                        | \$ 0.00             |
|                 | Over 2,000                     | <del>3.172</del> 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                                   | \$ <del>15.52</del> 14.37 | \$ <del>20.99</del> 19.51 | \$ <del>36.51</del> 33.88 |
| 1 inch                                   | <del>23.08</del> 21.37    | <del>20.99</del> 19.51    | <del>44.07</del> 40.88    |
| 1 ½ inch                                 | <del>40.27</del> 37.29    | <del>20.99</del> 19.51    | <del>61.26</del> 56.80    |
| 2 inch                                   | <del>61.55</del> 56.99    | <del>20.99</del> 19.51    | <del>82.54</del> 76.50    |
| 3 inch                                   | <del>121.92</del> 112.89  | <del>20.99</del> 19.51    | <del>142.91</del> 132.40  |
| 4 inch                                   | <del>187.20</del> 173.33  | <del>20.99</del> 19.51    | <del>208.19</del> 192.84  |
| 6 inch                                   | <del>366.44</del> 339.30  | <del>20.99</del> 19.51    | <del>387.43</del> 358.81  |
| 8 inch                                   | <del>584.72</del> 541.41  | <del>20.99</del> 19.51    | <del>605.71</del> 560.92  |

| 3 Creek User Charges |                                |                      |
|----------------------|--------------------------------|----------------------|
| Type of Meter        | Tiers (gallons)                | \$/1,000 gallons     |
| Residential          | 0—2,000                        | \$ 0.00              |
|                      | 2,001—6,000                    | <del>2.312</del> 12  |
|                      | 6,001—25,000                   | <del>5.204</del> 28  |
|                      | <u>25,001 – 50,000</u>         | <u>8.09</u>          |
|                      | <u>50,001 – 100,000</u>        | <u>9.24</u>          |
|                      | Over <del>100,000</del> 25,000 | <del>11.556</del> 42 |
| Nonresidential       | 0—2,000                        | \$ 0.00              |
|                      | Over 2,000                     | <del>2.312</del> 14  |
| Metered Irrigation   | 0—2,000                        | \$ 0.00              |
|                      | 2,001—25,000                   | <del>5.204</del> 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                                   | \$ <del>12.85</del> 11.90 |
| 1 inch                                   | <del>16.25</del> 15.05    |
| 1 ½ inch                                 | <del>26.26</del> 24.32    |
| 2 inch                                   | <del>35.20</del> 32.59    |
| 3 inch                                   | <del>59.34</del> 54.94    |
| 4 inch                                   | <del>90.13</del> 83.45    |
| 6 inch                                   | <del>162.79</del> 150.73  |
| 8 inch                                   | <del>250.26</del> 231.72  |

| Customer Class | mg/L        | Flow                    | BOD                     | TSS                     | Total                   |
|----------------|-------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 1              | 0—250       | \$ <del>1.68</del> 1.56 | \$ <del>0.47</del> 0.43 | \$ <del>0.38</del> 0.35 | \$ <del>2.53</del> 2.34 |
| 2              | 251—550     | <del>1.68</del> 1.56    | <del>0.78</del> 0.72    | <del>0.78</del> 0.72    | <del>3.24</del> 3.00    |
| 3              | 551—850     | <del>1.68</del> 1.56    | <del>1.37</del> 1.27    | <del>1.41</del> 1.31    | <del>4.46</del> 4.14    |
| 4              | 851—1,150   | <del>1.68</del> 1.56    | <del>1.97</del> 1.82    | <del>2.05</del> 1.90    | <del>5.70</del> 5.28    |
| 5              | 1,151—1,450 | <del>1.68</del> 1.56    | <del>2.54</del> 2.35    | <del>2.70</del> 2.50    | <del>6.92</del> 6.41    |
| 6              | 1,451—1,750 | <del>1.68</del> 1.56    | <del>3.14</del> 2.91    | <del>3.32</del> 3.07    | <del>8.14</del> 7.54    |
| 7 <sup>1</sup> | > 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                                   | \$ <del>19.74</del> <u>18.28</u> | \$ <del>19.50</del> <u>18.12</u> | \$ <del>39.24</del> <u>36.40</u> |
| 1 inch                                   | <del>24.97</del> <u>23.12</u>    | <del>19.50</del> <u>18.12</u>    | <del>44.47</del> <u>41.24</u>    |
| 1 ½ inch                                 | <del>40.36</del> <u>37.37</u>    | <del>19.50</del> <u>18.12</u>    | <del>59.86</del> <u>55.49</u>    |
| 2 inch                                   | <del>54.09</del> <u>50.08</u>    | <del>19.50</del> <u>18.12</u>    | <del>73.59</del> <u>68.20</u>    |
| 3 inch                                   | <del>91.18</del> <u>84.43</u>    | <del>19.50</del> <u>18.12</u>    | <del>110.68</del> <u>102.55</u>  |
| 4 inch                                   | <del>138.51</del> <u>128.25</u>  | <del>19.50</del> <u>18.12</u>    | <del>158.01</del> <u>146.37</u>  |
| 6 inch                                   | <del>250.17</del> <u>231.64</u>  | <del>19.50</del> <u>18.12</u>    | <del>269.67</del> <u>249.76</u>  |
| 8 inch                                   | <del>384.59</del> <u>356.10</u>  | <del>19.50</del> <u>18.12</u>    | <del>404.09</del> <u>374.22</u>  |

| 3 Creek User Charges |             |                                |                                |                                |                                |
|----------------------|-------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Customer Class       | mg/L        | Flow                           | BOD                            | TSS                            | Total                          |
| 1                    | 0—250       | \$ <del>1.68</del> <u>1.56</u> | \$ <del>0.47</del> <u>0.43</u> | \$ <del>0.38</del> <u>0.35</u> | \$ <del>2.53</del> <u>2.34</u> |
| 2                    | 251—550     | <del>1.68</del> <u>1.56</u>    | <del>0.78</del> <u>0.72</u>    | <del>0.78</del> <u>0.72</u>    | <del>3.24</del> <u>3.00</u>    |
| 3                    | 551—850     | <del>1.68</del> <u>1.56</u>    | <del>1.37</del> <u>1.27</u>    | <del>1.41</del> <u>1.31</u>    | <del>4.46</del> <u>4.14</u>    |
| 4                    | 851—1,150   | <del>1.68</del> <u>1.56</u>    | <del>1.97</del> <u>1.82</u>    | <del>2.05</del> <u>1.90</u>    | <del>5.70</del> <u>5.28</u>    |
| 5                    | 1,151—1,450 | <del>1.68</del> <u>1.56</u>    | <del>2.54</del> <u>2.35</u>    | <del>2.70</del> <u>2.50</u>    | <del>6.92</del> <u>6.41</u>    |
| 6                    | 1,451—1,750 | <del>1.68</del> <u>1.56</u>    | <del>3.14</del> <u>2.91</u>    | <del>3.32</del> <u>3.07</u>    | <del>8.41</del> <u>7.41</u>    |
| 7 <sup>1</sup>       | >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 <sup>1</sup>                              | 140   | Per Dwelling                    | \$ <del>2,673.00</del> 2,485.00 |
| Residential Unit (2 Bedroom) <sup>1</sup>                                | 210   | Per Dwelling                    | <del>4,008.00</del> 3,727.00    |
| Residential Unit (3 Bedroom) <sup>1</sup>                                | 280   | Per Dwelling                    | <del>5,345.00</del> 4,970.00    |
| Residential Unit Each Additional Bedroom <sup>1</sup>                    | 70    | Per Dwelling                    | <del>1,337.00</del> 1,243.00    |
| Unfinished Habitable Space <sup>1</sup>                                  | 70    | Per 400 sq. ft.                 | <del>1,337.00</del> 1,243.00    |
| Bars, Taverns, Cocktail Lounge (no food) <sup>2</sup> (15 sq. ft. /Seat) | 20    | Per Seat                        | <del>382.00</del> 355.00        |
| Restaurants (full service) <sup>2</sup> (15 sq. ft./Seat Net)            | 64    | Per Seat                        | <del>1,222.00</del> 1,136.00    |
| Restaurants (paper service only - no dishes)                             | 50    | Per 100 sq. ft. Gross           | <del>955.00</del> 888.00        |
| Restaurants (single service) (15 sq. ft./Seat Net)                       | 30    | Per Seat                        | <del>572.00</del> 532.00        |
| Caterers                                                                 | 80    | Per 100 sq. ft. Gross           | <del>1,527.00</del> 1,420.00    |
| Motels and Hotels/Bed and Breakfast                                      | 140   | Per Room                        | <del>2,673.00</del> 2,485.00    |
| Assembly (w/o food)                                                      | 3     | Per 5 sq. ft. Net               | <del>58.00</del> 54.00          |
| Assembly (w/ food)                                                       | 5     | Per 15 sq. ft. Net              | <del>96.00</del> 89.00          |
| RV Park (w/ sewer connection)                                            | 100   | Per Site                        | <del>1,909.00</del> 1,775.00    |
| Campground/RV Park (w/comfort station)                                   | 75    | Per Site                        | <del>1,431.00</del> 1,331.00    |
| Mobile Home Park                                                         | 210   | Per Site                        | <del>4,008.00</del> 3,727.00    |
| Laundry (self service)                                                   | 450   | Per Machine                     | <del>8,591.00</del> 7,988.00    |
| Laundry (commercial 100#/day capacity)                                   | 1,000 | 100#/Machine                    | <del>19,090.00</del> 17,750.00  |
| Breweries (per annual barrel production)                                 | 20    | Per Gallon Annual Beer Capacity | <del>382.00</del> 355.00        |
| Fitness (gyms, dance studios, yoga, karate)                              | 50    | Per 100 sq. ft. Net             | <del>955.00</del> 888.00        |
| Medical Offices and Dentists                                             | 250   | Per Seat                        | <del>4,773.00</del> 4,438.00    |
| Veterinary Offices (not including boarding)                              | 250   | Per Treatment Room              | <del>4,773.00</del> 4,438.00    |
| Animal Boarding                                                          | 20    | Kennel, Pen, Cage, or Stall     | <del>382.00</del> 355.00        |
| Offices                                                                  | 15    | Per 100 sq. ft. Gross           | <del>287.00</del> 267.00        |
| Retail Stores                                                            | 5     | Per 1,000 sq. ft. Gross         | <del>96.00</del> 89.00          |

|                                                              |       |                         |                                |
|--------------------------------------------------------------|-------|-------------------------|--------------------------------|
| Unfinished Commercial Space                                  | 5     | Per 1,000 sq. ft. Gross | <del>96.00</del> 89.00         |
| Public Access Restroom                                       | 325   | Per fixture             | <del>6,205.00</del> 5,769.00   |
| Service Stations (220 GPD/two nozzle fuel pump)              | 220   | Per Gas Pump            | <del>4,200.00</del> 3,905.00   |
| Car Wash                                                     | 1,000 | Per Bay                 | <del>19,090.00</del> 17,750.00 |
| Public Spas, Pools, Hot Tubs                                 | 10    | Per 50 sq. ft. Gross    | <del>190.00</del> 177.00       |
| Schools (w/ cafeteria, gym, and showers) <sup>3</sup>        | 20    | Per Student             | <del>382.00</del> 355.00       |
| Schools (w/ cafeteria, no gym, and no showers) <sup>3</sup>  | 15    | Per Student             | <del>287.00</del> 267.00       |
| Schools (w/o cafeteria, no gym, and no showers) <sup>3</sup> | 10    | Per Student             | <del>190.00</del> 177.00       |
| Day Care and Pre School                                      | 20    | Per Student             | <del>382.00</del> 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

## MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: November 13, 2023

RE: Town Manager's Report

### Childcare Placement

The deadline for employees and other affiliated groups to express interest in placement at Si Ferrin for childcare has passed and with this initial offering, we had 2 Town employees and 1 Joint Department employee express interest in childcare. However, Sweet Spirits does not have all of the remaining spaces spoken for at Si Ferrin. Jennifer Wolf of Sweet Spirits has asked us to continue to post the vacancies with Town staff and affiliated groups on an ongoing basis until all spaces are filled. Since the deadline of October 30, we have had 1 more Town employee complete the application and 1 more Joint Department employee.

### Personnel/Town Clerk Staff Moved into GLS Garden Level

With Sweet Spirits taking full possession of the Si Ferrin ground level space, the Personnel/Town Clerk Department plans to move over to the Garden Level at the Geittmann Larson and Swift office space the week of November 13, 2023. Please take a moment to stop by and visit the new office space.