

Jackson Town Council Regular Meeting

January 19, 2021

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/89871256268?pwd=aXZVdFRFWUZha0Z5QnJxV3B4clp3Zz09>

If the link does not work, join at zoom.com with Webinar ID **898 7125 6268** Password: **toj**

or join by phone **1.669.900.9128** with Webinar ID **898 7125 6268** and Passcode **816548**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations:

1. New Employee Introductions: Kyle Foster & Elley Votruba, Police Officers

III. PUBLIC COMMENT

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to staff for follow-up. If you would like to speak to the Council during the meeting, please address them during this open public comment, when public comment is called on a specific agenda item, or send an email to Council@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. January 4, 2021 regular meeting

B. Disbursements

C. Municipal Court Report December 2020

D. Continuation of Remote Attendance for Meetings

E. Bid 20-18 Award for Cache Creek Tube Phase 2D Project

F. Escrow Agreement for Cache Creek Tube Diversion and Maintenance (P21-005)

G. Agreement to Extend Deadline Related to AT&T Application for Small Wireless Facilities

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

A. Planning

1. **Item P20-185:** Sketch Plan and BUP at 1675 Berger Lane. *This item will be continued to February 1, 2021.*
2. **Item P20-166:** Subdivision Plat at 808 Upper Redmond. *This item will be continued to February 1, 2021.*

VI. MATTERS FROM MAYOR AND COUNCIL

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

A. Discussion Related to COVID-19

VII. EXECUTIVE SESSION

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

VIII. POSSIBLE ACTION ITEM RELATED TO EXECUTIVE SESSION

IX. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

JANUARY 4, 2021

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: *In-person:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, Jim Rooks, and Jonathan Schechter. *(Mayor Levinson and Councilors Chambers and Rooks were sworn in this morning at 10:30 AM)*
via Zoom: none

STAFF: Larry Pardee, Lea Colasuonno, Roxanne Robinson, Michelle Weber, Zolo, Floren Poliseo, and Sandy Birdyshaw.

OTHER: former Mayor Pete Muldoon and former Councilor Jim Stanford were present.

The Mayor led those in attendance in the Pledge of Allegiance. The Town Council held moments of silence in honor of the passing of Bert Raynes, Grant Larson, and H.L. Jensen in 2020. Jonathan Schechter and Arne Jorgensen made comment. Mayor Levinson introduced Officer John Ware as a recent new employee.

Resolution 21-01: Resolution of Appreciation for Pete Muldoon.

Resolution 21-02: Resolution of Appreciation for Jim Stanford.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Resolution 21-01 and Resolution 21-02.

TOWN OF JACKSON RESOLUTION # 21-01.

WHEREAS, Mayor Pete Muldoon led the Town of Jackson from January of 2017 to January of 2021 and was the first Mayor since the Town of Jackson became a First Class City in 2004 to serve a 4-year term; and

WHEREAS, Pete's respect for a citizen's right to participate in local government, and respect for his fellow elected officials in their responsibility to thoroughly examine and discuss issues was always exhibited through his generosity in allowing lengthy public comment as well as allowing lengthy time during Council meetings for thoughtful and meaningful Council debate and discussion; and

WHEREAS, Pete's meeting leadership and facilitation skills came naturally and were evident in his ability to effectively and efficiently lead Council and staff through Council meetings as the Mayor right from the start; and

WHEREAS, Pete extended his service even further by filling the role of liaison to the multiple boards and committees including the START Board, Pathways Taskforce, the Housing Supply Board, Chamber of Commerce, ONE22, plus numerous others with the goal of improving the lives and environment for members of our community and region; and,

WHEREAS, Pete was a leader and organizer of stakeholder groups including those formed to discuss significant issues such as human rights and equality, creating housing choices, and enhanced transportation services which has improved the quality of life in our community; and,

WHEREAS, Pete's decisive leadership of the Town of Jackson through the COVID-19 pandemic onset and his timely crisis response and can do attitude towards assisting Public Health have placed the Town of Jackson and Teton County in a much better position than other communities in terms of health and safety; and,

WHEREAS, so often Pete undertook these efforts without seeking or receiving adequate recognition; and,

WHEREAS, Pete's unceasing efforts have greatly assisted the community and helped to bring about the fine facilities and quality of life enjoyed by the citizens and guests of the town;

WHEREAS, Pete's term as Mayor of the Jackson Town Council has expired and we shall miss his leadership along with his sincerity, humor, and passion for equally engaging all sectors of the community; and

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

BE IT FURTHER RESOLVED that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the fine service of **Mayor Pete Muldoon**.

DATED THIS 4th DAY OF JANUARY 2021.

TOWN OF JACKSON RESOLUTION # 21-02.

WHEREAS, Jim Stanford wholeheartedly devoted eight years to serving the residents of the Town of Jackson as a Town of Jackson Councilman from January of 2013 to January of 2021; and

WHEREAS, Jim served as Vice Mayor of the Town of Jackson from January 2017 to January 2019; and

WHEREAS, Jim represented the Town of Jackson in additional avenues by serving as liaison to the Jackson Hole Conservation Alliance, Jackson/Teton County Parks and Recreation Board, Transportation Advisory Committee, the Town's Planning and Zoning Commission, the Jackson/Teton County Housing Trust, Jackson Hole Airport Board, Board of Health, Travel and Tourism Board, plus countless committees and subcommittees of the Town Council; and

WHEREAS, Jim has been a loyal advocate for employees and employee issues during his tenure on the Council, consistently supporting wage and benefit issues and the welfare and equal treatment of all employees in the organization; and

WHEREAS, Jim has been and will continue to be a voice for the people in all efforts related to public access on Snow King Mountain, speaking for the trees in every corner of the corporate limits of the Town of Jackson, and advocating for accessibility and connectivity regarding snow removal and sidewalk maintenance throughout Town and especially along a particular stretch of Kelly avenue; and

WHEREAS, Jim could always be counted on to engage in meaningful discussion on matters brought before the Town Council and talk about those issues passionately; and

WHEREAS, Jim's personal expertise on issues related to public relations, transparency in government, public lands and public access, and environmental issues was relied upon by the Council to assist the Council through those discussions; and

WHEREAS, it is because of Jim's insistence on public access to local government that the citizens of Jackson are fortunate enough to enjoy the ability to listen and view Town Council meetings live as well as archived meetings on the internet to the benefit of all citizens; and

WHEREAS, without public minded citizens such as Jim Stanford, local governments such as ours would be hard pressed to deliver the services to the community that the community demands and deserves; and

WHEREAS, Jim's tenure on the Town Council has expired and we shall truly miss his consistent, unwavering stewardship of our community's natural resources and access to public lands, support for alternative transportation options, endorsement and advocacy towards maintaining a healthy community, and shameless, fearless, and devoted advocacy for every existing tree in the Town of Jackson.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of the Town of Jackson in regular session duly assembled, that the Mayor and Town Council on behalf of all the people of the Town of Jackson and the Jackson Hole community, shall and do, hereby take this opportunity to express their sincere gratitude and appreciation and offer a heartfelt thank-you to Jim Stanford for his relentless dedication to the Town of Jackson government and community.

BE IT FURTHER RESOLVED, that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the many years of fine service **Jim Stanford**.

DATED THIS 4th DAY OF JANUARY 2021.

Mayor Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Public Comment. None.

Approval of 2020 Meeting Minutes. *A special committee comprised of Hailey Morton Levinson, Arne Jorgensen, and Jonathan Schechter was established December 21, 2020 for the purpose of approving the meeting minutes at the next regular meeting due to a change in the makeup of the Town Council. Once this task is complete, the special committee will cease to exist.*

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the meeting minutes as presented for the December 4, 2020 special meeting, December 16, 2020 special meeting, and December 21, 2020 workshop and regular meeting. Mayor Levinson called for the vote. The vote showed the special committee was 3-0 in favor and the motion carried.

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

- A. **Disbursements.** To approve the disbursements as presented. ACE Hardware \$140.89; Aflac \$2,584.63; AlphaGraphics \$636.37; B-Cycle LLC \$26.66; C & A Professional Cleaning Serv LLC \$201.98; Caselle Inc. \$200.00; Chargepoint, Inc \$1,141.00; Crown Trophy \$251.02; Delta Dental Plan Of Wyoming \$2,271.80; E.R. Office Express \$114.76; Fire Services Of Idaho \$190.00; Foster, Kyle \$4,100.77; Furber, Winslow \$33.14; High Country Linen \$967.72; IIMC \$200.00; Jackson Animal Hospital \$2,205.67; Jackson Hole Childrens Museum \$3,750.00; Jackson Hole Historical Society \$10,000.00; Jackson Hole Law, Pc \$1,500.00; Jackson Hole News & Guide \$3,052.38; Jackson Hole Radio \$4,798.00; Jorgensen Associates, Pc \$18,080.25; LexisNexis Matthew Bender \$65.08; Lincoln National Life \$6,574.89; Local Gov't Liability Pool \$1,000.00; Long Building Technologies Inc. \$118.00; MasterCare Cleaning, LLC \$1,193.00; Miller Sanitation \$2,940.00; Mohror, Scott \$132.47; Mora, Bruno \$155.00; National League Of Cities \$1,172.00; Nelson Engineering \$6,781.50; Nova Collective \$9,000.00; Power Engineering Co, Inc \$387.00; Premier Truck- Salt Lake City -\$76.48; Quadient Finance USA, Inv \$468.69; Rhoades, Stephen \$100.00; Schwartz, William P \$5,000.00; Snake River MEP Complete, Inc \$433.00; Spring Creek Animal Hospital \$72.84; Swagit Productions, LLC \$1,775.00; Teton County Clerk \$148,545.08; Teton County Sheriff's-Jail \$432.00; Teton County Special Fire Fund \$180,591.49; Teton County-Fund 10 \$37,796.05; Teton County-Fund 13 \$107,600.21; Teton County-Fund 19 \$183,136.62; The Children's Learning Center \$26,710.00; Thompson Palmer & Associates \$25,000.00; Uhl, Angie \$914.66; Valley West Engineering, Pc \$1,845.00; Verizon Wireless \$6,122.22; Vinci Law Office LLC \$252.13; Visa \$7,718.65; Vision Service Plan - (Wy) \$1,747.89; White Glove Cleaning, Inc. \$1,222.00; Wy Child Support Enforcement \$146.76; Wy Workers' Safety & Comp \$7,164.18; Wyoming First Aid & Safety \$84.76; Wyoming Retirement System \$103,635.71; Wyoming.Com Inc \$5.00; Wy-Test \$80.00; Xerox Corporation \$619.76.
- B. **Official Depositories for 2021.** To approve to designate Wells Fargo Bank, Bank of Jackson Hole, and Rocky Mountain Bank as official depositories for the Town of Jackson for 2021.
- C. **ECW Request for 2010 SPET funds for St. John's Health Project.** To approve matching funds from the 2010 SPET fund, not to exceed \$ 24,516.67, for energy projects at St John's Health.

There was no public comment on the consent calendar. Mayor Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Utility Easement to WYDOT at Cache & Broadway (P20-201). Floren Poliseo made staff comment.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve use of Town Square by The Transportation Commission of Wyoming for purposes of the signal detection upgrade project as presented in this staff report and the easement application, and direct staff to provide an Electric Distribution Easement between The Transportation Commission of Wyoming and the Town of Jackson at a future Council meeting for Council to authorize the Mayor to execute all necessary easements. Mayor Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Matters from Mayor and Council. Arne Jorgensen made comment for transparency and to avoid any potential conflict of interest by him being an owner of Hawtin Jorgensen Architects, on the First Interstate Bank advisory board, and an emeritus member of Jackson Hole Community Housing Trust, but no connection with Jorgensen Associates. He made commendation statements to the Jackson Police Department on the standoff incident this week. He made commendation statements to Kelly Thompson and the Finance Department on the 2020 Annual Report.

Hailey Morton Levinson appointed Arne Jorgensen as vice-mayor for 2021.

Jonathan Schechter also made commendation and appreciation remarks to Chief Weber for her high level of service and attention to requests while handling the standoff situation.

Jim Rooks made comment for transparency that he was a member of the Trout Unlimited Jackson Chapter.

Town Manager's Report. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on housing available through the Housing Department related to COVID and a revolving right of purchase through the Housing Trust at Arbor Place. Mayor Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to adjourn the meeting. Mayor Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 6:41 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: January 13, 2021

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	722320	lock nuts	12/07/2020	6.10	.00	
51	ACE HARDWARE	722554	bolt hardware	12/08/2020	6.81	.00	
51	ACE HARDWARE	722613	credit	12/09/2020	6.81-	.00	
51	ACE HARDWARE	723597	TAPE FOR BROKEN BUS WIND	12/17/2020	31.98	.00	
51	ACE HARDWARE	724152	Vine St. Apt-3 sink repair	12/22/2020	19.47	.00	
51	ACE HARDWARE	724154	START = TV Mount	12/22/2020	13.48	.00	
51	ACE HARDWARE	724353	START - wall monitor materials	12/23/2020	18.98	.00	
51	ACE HARDWARE	724594	START - wall monitor materials	12/28/2020	19.98	.00	
51	ACE HARDWARE	724832	PADLOCK FOR PARTS ROOM	12/30/2020	24.99	.00	
51	ACE HARDWARE	724961	SKHM - cleaning tools	12/31/2020	44.96	.00	
Total 51:					179.94	.00	
3596	ADVANCED GLASS TRIM, LLC	20484	WINDSHIELD FOR SO	12/16/2020	310.00	.00	
3596	ADVANCED GLASS TRIM, LLC	20544	WINDSHIELD FOR FOR PD	12/29/2020	290.00	.00	
Total 3596:					600.00	.00	
88	AIRGAS INTERMOUNTAIN INC.	9107643615	GLOVES FOR MECHANICS	12/02/2020	91.92	.00	
Total 88:					91.92	.00	
6778	ALTITUDE JACKSON, LLC	1606JF	TIRES FOR PD	12/08/2020	640.32	.00	
Total 6778:					640.32	.00	
5726	AMAZON	1TV4-L7PD-1D	Replacement UPS units and repla	10/30/2020	715.47	.00	
5726	AMAZON	1W1P-1DY3-6	Misc. small tools/equipment	12/23/2020	190.28	.00	
Total 5726:					905.75	.00	
6575	APEX SAGE INC	010721	Si-Ferrin = Demo	12/30/2020	6,286.67	.00	
Total 6575:					6,286.67	.00	
1783	AT&T	287259163020	charges for account 28725916309	12/20/2020	1,283.28	.00	
1783	AT&T	287279765460	MONTHLY ACCOUNT 28727979	12/11/2020	251.88	.00	
Total 1783:					1,535.16	.00	
4466	BANK OF JACKSON HOLE	5177	Annual safe deposit box fee for da	01/01/2021	60.00	.00	
Total 4466:					60.00	.00	
1560	BLUE SPRUCE CLEANERS,INC	010121	Alterations and uniform cleaning A	01/01/2021	31.50	.00	
Total 1560:					31.50	.00	
3303	BRISTOL, JAMES	6494	business cards, Hailey, Jim R, Jes	12/30/2020	110.00	.00	
Total 3303:					110.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-507802	WATER PUMP AND BOLTS FOR	12/18/2020	152.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5	CARQUEST AUTO PARTS INC.	6090-508424	BRAKES FOR PD	12/23/2020	77.45	.00	
5	CARQUEST AUTO PARTS INC.	6090-508440	WATER PUMP AND BOLTS FOR	12/23/2020	11.85	.00	
5	CARQUEST AUTO PARTS INC.	6090-508835	DIESEL THAW FOR ENGINEERI	12/29/2020	13.75	.00	
5	CARQUEST AUTO PARTS INC.	6090-509163	Broadway Pump House - generat	12/31/2020	38.99	.00	
5	CARQUEST AUTO PARTS INC.	6090-509723	Broadway Pump House - generat	01/06/2021	64.69	.00	
5	CARQUEST AUTO PARTS INC.	60910-507090	WHEEL BEARING FOR PD	12/11/2020	130.05	.00	
Total 5:					488.87	.00	
102	CASELLE INC.	106812	support fees	01/01/2021	1,744.00	.00	
Total 102:					1,744.00	.00	
447	CDW-GOVERNMENT	5014302	Additional O365 licensing necess	12/04/2020	5,177.50	.00	
447	CDW-GOVERNMENT	5023763	Annual maintenance for Mimecast	12/04/2020	15,626.72	.00	
Total 447:					20,804.22	.00	
544	CENTURYLINK	181179831	Remainder of FY21(~11 billing per	12/20/2020	215.62	.00	
544	CENTURYLINK	307-111-5050	charges for account p-307-111-50	12/07/2020	1,936.63	.00	
544	CENTURYLINK	307-733-3106	MONTHLY CHARGES 307-733-3	12/13/2020	39.16	.00	
Total 544:					2,191.41	.00	
6114	CLIMB WYOMING	010121	Quarterly contract 20-21	01/01/2021	1,250.00	.00	
Total 6114:					1,250.00	.00	
6475	CONVERGEONE, INC	12372	Webex Enterprise for public counc	12/28/2020	319.36	.00	
6475	CONVERGEONE, INC	2800644	MONTHLY CLOUD DATA BACK	09/30/2020	7,510.80	.00	
6475	CONVERGEONE, INC	2949618	MONTHLY CLOUD DATA BACK	12/28/2020	7,069.00	.00	
6475	CONVERGEONE, INC	IE9065939	Annual maintenance for VMWare	11/30/2020	27,664.00	.00	
Total 6475:					42,563.16	.00	
611	CUMMINS ROCKY MOUNTAIN L	59-13122	ECM FOR BUS 202	12/28/2020	2,558.76	.00	
Total 611:					2,558.76	.00	
58	CURRAN-SEELEY FOUNDATIO	010121	Quarterly Payment for Agreed Up	01/01/2021	13,268.75	.00	
Total 58:					13,268.75	.00	
4918	DEAN'S PEST CONTROL LLC	57675	WWTP - pest control	12/11/2020	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	57916	Public Works pest control	12/15/2020	50.00	.00	
Total 4918:					150.00	.00	
65	DELCON INC	23235	SK Event Ctr - Furnace repairs	11/30/2020	3,685.24	.00	
65	DELCON INC	23236	hard wire hydrant general and re	11/30/2020	467.50	.00	
65	DELCON INC	23237	HVAC damper installation in lab	11/30/2020	267.93	.00	
Total 65:					4,420.67	.00	
6783	DIAGOSTINO, PAULINE	011121	BAIL REFUND CASE 20-11-0266	01/11/2021	1,500.00	.00	
Total 6783:					1,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6270	DISCOUNT SNOW STAKES	0160932	snow stakes	10/21/2020	987.66	.00	
Total 6270:					987.66	.00	
3408	E.R. OFFICE EXPRESS	16785	copy paper, pencil cup, 'paid' sta	12/14/2020	252.66	.00	
3408	E.R. OFFICE EXPRESS	16816	DRY ERASE MARKER	12/15/2020	21.99	.00	
3408	E.R. OFFICE EXPRESS	16887	office paper	12/31/2020	89.89	.00	
3408	E.R. OFFICE EXPRESS	16911	calendar refill	01/06/2021	15.09	.00	
3408	E.R. OFFICE EXPRESS	16919	Office Supplies	01/06/2021	156.68	.00	
Total 3408:					536.31	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5005674.001	Deloney RR - GFI outlets	12/31/2020	63.49	.00	
Total 502:					63.49	.00	
6451	ELITE PARTS	S22252	PRESSURE GAUGE FOR SEWE	12/22/2020	143.95	.00	
Total 6451:					143.95	.00	
1134	ENERGY LABORATORIES INC.	366253	weekly water sampling WWTP	12/29/2020	302.00	.00	
1134	ENERGY LABORATORIES INC.	367470	weekly WWTP testing	01/05/2021	302.00	.00	
1134	ENERGY LABORATORIES INC.	367475	WWTP weekly testing	01/05/2021	124.00	.00	
Total 1134:					728.00	.00	
3550	EXPOSURE SIGNS INC	7003	INSTALL DECALS ON ELECTRI	11/16/2020	2,170.00	.00	
Total 3550:					2,170.00	.00	
3195	FERGUSON ENTERPRISES, IN	8889561	Home Ranch flush valve gaskets	12/23/2020	9.76	.00	
Total 3195:					9.76	.00	
4709	FLEETPRIDE	64992926	U-BOLTS FOR REAR SPRING O	12/14/2020	49.90	.00	
4709	FLEETPRIDE	65163060	RELAYS FOR ELECTRIC BUS	12/16/2020	40.67	.00	
Total 4709:					90.57	.00	
6605	FLOYD'S TRUCK CENTER	X303012975	SANDER CONVEYOR AND TEN	10/29/2020	3,261.38	.00	
Total 6605:					3,261.38	.00	
668	FREEDOM MAILING SERVICE I	39671	billing process	01/05/2021	891.82	.00	
668	FREEDOM MAILING SERVICE I	39671	billing process	01/05/2021	891.81	.00	
Total 668:					1,783.63	.00	
6126	GARMIN USA	DL467951	Garmin monthly service	12/27/2020	128.90	.00	
Total 6126:					128.90	.00	
324	GFOA	5380	FY2020 CAFR REVIEW FEE	12/31/2020	460.00	.00	
Total 324:					460.00	.00	
4212	GILLIG LLC	40758234	ELECTRODE FOR BUS HEATER	12/10/2020	13.28	.00	
4212	GILLIG LLC	40758235	VOLT METER FOR GILLIG BUS	12/10/2020	49.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	40759180	CONTROL UNIT FOE BUS HEAT	12/14/2020	540.75	.00	
4212	GILLIG LLC	40760719	6 MAGNET KITS FOR GIILLIG B	12/17/2020	160.32	.00	
4212	GILLIG LLC	40761168	DEF TANK SENDING UNIT FOR	12/18/2020	489.13	.00	
4212	GILLIG LLC	40761677	10 wipers for buses	12/21/2020	212.00	.00	
Total 4212:					1,465.38	.00	
4491	HENKE	7339398	GREASE,LOCKOUT,AUGER	12/16/2020	10,528.20	.00	
Total 4491:					10,528.20	.00	
96	HIGH COUNTRY LINEN	0213235	street - uniform cleaning	09/10/2020	37.27	.00	
96	HIGH COUNTRY LINEN	0213235	sewer collections - uniform cleani	09/10/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0213235	admin - uniform cleaning	09/10/2020	4.85	.00	
96	HIGH COUNTRY LINEN	0213235	WWTP - uniform cleaning	09/10/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0213235	fleet - uniform cleaning	09/10/2020	46.12	.00	
96	HIGH COUNTRY LINEN	0213235	laundry bags, towels, mats, enviro	09/10/2020	7.60	.00	
96	HIGH COUNTRY LINEN	0213235	water - uniform cleaning	09/10/2020	16.97	.00	
96	HIGH COUNTRY LINEN	0228370	WWTP - uniform cleaning	12/17/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0228370	laundry bags, towels, mats, enviro	12/17/2020	127.68	.00	
96	HIGH COUNTRY LINEN	0228370	sewer collections - uniform cleani	12/17/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0228370	fleet - uniform cleaning	12/17/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0228370	admin - uniform cleaning	12/17/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0228370	street - uniform cleaning	12/17/2020	48.51	.00	
96	HIGH COUNTRY LINEN	0228370	water - uniform cleaning	12/17/2020	19.39	.00	
96	HIGH COUNTRY LINEN	0228947	Home Ranch operating supplies	12/21/2020	7.50	.00	
96	HIGH COUNTRY LINEN	0229511	fleet - uniform cleaning	12/24/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0229511	water - uniform cleaning	12/24/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0229511	sewer collections - uniform cleani	12/24/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0229511	WWTP - uniform cleaning	12/24/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0229511	admin - uniform cleaning	12/24/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0229511	street - uniform cleaning	12/24/2020	48.50	.00	
96	HIGH COUNTRY LINEN	0229511	laundry bags, towels, mats, enviro	12/24/2020	12.90	.00	
96	HIGH COUNTRY LINEN	0230016	HR Operating supplies	12/28/2020	25.31	.00	
96	HIGH COUNTRY LINEN	0230350	WWTP shop towels and rags	12/30/2020	86.57	.00	
96	HIGH COUNTRY LINEN	S0229278	SKHM - cleaning supplies	12/22/2020	84.32	.00	
Total 96:					806.29	.00	
6455	HIRST APPLGATE, LLP	201120	Epstein Litigation	01/08/2021	278.75	.00	
Total 6455:					278.75	.00	
6121	IDENTISYS, INC	505392	ID card printer supplies	12/01/2020	587.43	.00	
Total 6121:					587.43	.00	
106	INTERSTATE BATTERY	22249343	BATTERIES FOR RESTOCK	12/08/2020	46.00	.00	
106	INTERSTATE BATTERY	22249389	BATTERIES FOR RESTOCK	12/14/2020	67.90	.00	
106	INTERSTATE BATTERY	22249442	BATTERIES FOR RESTOCK	12/21/2020	667.70	.00	
106	INTERSTATE BATTERY	22249566	BATTERIES FOR RESTOCK	01/04/2021	594.75	.00	
Total 106:					1,376.35	.00	
110	INTERWEST SUPPLY COMPAN	IN0087597	GRADER BLADES AND BOLTS	12/10/2020	8,356.88	.00	
Total 110:					8,356.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5098	JACKSON ANIMAL HOSPITAL	39419	Chief neuter and rabies shot	12/23/2020	172.96	.00	
5098	JACKSON ANIMAL HOSPITAL	39433	credit	12/23/2020	9.96-	.00	
5098	JACKSON ANIMAL HOSPITAL	39529	Pichis rabies shot; meds for Mone	12/29/2020	33.00	.00	
5098	JACKSON ANIMAL HOSPITAL	39567	Pichis rabies shot; meds for Mone	12/30/2020	36.40	.00	
Total 5098:					232.40	.00	
2	JACKSON CURBSIDE INC.	00028529	Downtown loop recycling	12/10/2020	1,015.00	.00	
Total 2:					1,015.00	.00	
131	JACKSON HOLE NEWS & GUID	320317	News and Guide ad for START op	12/23/2020	198.00	.00	
131	JACKSON HOLE NEWS & GUID	320540	Teton Valley Commuter Operator	12/30/2020	198.00	.00	
131	JACKSON HOLE NEWS & GUID	320598	Publish 12/16 special meeting min	12/30/2020	166.73	.00	
131	JACKSON HOLE NEWS & GUID	320599	Publish 12/21 regular mtg minutes	12/30/2020	645.53	.00	
131	JACKSON HOLE NEWS & GUID	320645	Legal Notice P20-185	12/30/2020	25.65	.00	
131	JACKSON HOLE NEWS & GUID	320667	Elks Bingo Renewal Legal Notice	12/30/2020	67.60	.00	
131	JACKSON HOLE NEWS & GUID	320935	Publish 12/21 workshop minutes	01/06/2021	64.13	.00	
131	JACKSON HOLE NEWS & GUID	320935	Publish 12/21 workshop minutes	01/06/2021	102.60	.00	
Total 131:					1,468.24	.00	
114	JACKSON LUMBER INC	0000621718-0	Housing cleaning supply fasteners	12/04/2020	19.16	.00	
114	JACKSON LUMBER INC	0000622521-0	qty 10 - 2x6x10 wood	12/08/2020	202.10	.00	
Total 114:					221.26	.00	
239	JH20 WATER CONDITIONING &	1201231850	water for lab testing and for drinki	12/30/2020	75.00	.00	
Total 239:					75.00	.00	
139	JORGENSEN ASSOCIATES, PC	45275	CCT 2D Design/Bid	10/30/2020	7,778.75	.00	
139	JORGENSEN ASSOCIATES, PC	45276	2Ci Construction Docs and Admini	10/30/2020	5,976.25	.00	
139	JORGENSEN ASSOCIATES, PC	45681	East Gill Ave Sewer Design	12/21/2020	975.00	.00	
139	JORGENSEN ASSOCIATES, PC	45681	North King Water Design	12/21/2020	775.00	.00	
139	JORGENSEN ASSOCIATES, PC	45681	North King Streetscape Design	12/21/2020	475.63	.00	
139	JORGENSEN ASSOCIATES, PC	45706	Jorgensen Budge Hillside slope m	12/30/2020	2,032.50	.00	
Total 139:					18,013.13	.00	
5473	KELLERSTRASS ENTERPRISES	1274357	3 -55 GALLON DRUMS OF ANTI	12/18/2020	1,497.00	.00	
5473	KELLERSTRASS ENTERPRISES	D35983	3500 GALLONS OF MID-GRADE	12/19/2020	18,901.04	.00	
5473	KELLERSTRASS ENTERPRISES	D36552	6400 GALLONS DIESEL, 3501 G	01/01/2021	19,510.42	.00	
Total 5473:					39,908.46	.00	
6487	LOGANSIMPSON	27090	Growth Management Plan	11/30/2020	6,662.73	.00	
Total 6487:					6,662.73	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011357	Parking Garage - replace DDC co	11/30/2020	1,311.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011359	Public Works - Bay-3 counter repa	11/30/2020	118.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE110498	Start - AHU-1 evaporator service	08/14/2020	236.00	.00	
Total 4380:					1,665.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 12-		12/21/2020	255.44	.00	
156	LOWER VALLEY ENERGY INC	92050-003 12-		12/21/2020	277.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-005 12-		12/21/2020	65.37	.00	
156	LOWER VALLEY ENERGY INC	92050-006 12-		12/21/2020	34.21	.00	
156	LOWER VALLEY ENERGY INC	92050-008 12-		12/21/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 12-		12/21/2020	1,521.96	.00	
156	LOWER VALLEY ENERGY INC	92050-014 12-		12/21/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-016 12-		12/21/2020	46.30	.00	
156	LOWER VALLEY ENERGY INC	92050-017 12-		12/21/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 12-		12/21/2020	79.66	.00	
156	LOWER VALLEY ENERGY INC	92050-020 12-		12/21/2020	53.16	.00	
156	LOWER VALLEY ENERGY INC	92050-021 12-		12/21/2020	1,791.27	.00	
156	LOWER VALLEY ENERGY INC	92050-023 12-		12/21/2020	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-024 12-		12/21/2020	30.92	.00	
156	LOWER VALLEY ENERGY INC	92050-025 12-		12/21/2020	696.20	.00	
156	LOWER VALLEY ENERGY INC	92050-026 12-		12/21/2020	308.39	.00	
156	LOWER VALLEY ENERGY INC	92050-027 12-		12/21/2020	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-028 12-		12/21/2020	18.70	.00	
156	LOWER VALLEY ENERGY INC	92050-030 12-		12/21/2020	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-031 12-		12/21/2020	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-032 12-		12/21/2020	18.70	.00	
156	LOWER VALLEY ENERGY INC	92050-034 12-		12/21/2020	17.99	.00	
156	LOWER VALLEY ENERGY INC	92050-035 12-		12/21/2020	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-036 12-		12/21/2020	19.67	.00	
156	LOWER VALLEY ENERGY INC	92050-039 12-		12/21/2020	19.86	.00	
156	LOWER VALLEY ENERGY INC	92050-040 12-		12/21/2020	19.35	.00	
156	LOWER VALLEY ENERGY INC	92050-041 12-		12/21/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 12-		12/21/2020	16.56	.00	
156	LOWER VALLEY ENERGY INC	92050-044 12-		12/21/2020	190.76	.00	
156	LOWER VALLEY ENERGY INC	92050-045 12-		12/21/2020	132.58	.00	
156	LOWER VALLEY ENERGY INC	92050-047 12-		12/21/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 12-		12/21/2020	7,458.67	.00	
156	LOWER VALLEY ENERGY INC	92050-050 12-		12/21/2020	24.60	.00	
156	LOWER VALLEY ENERGY INC	92050-051 12-		12/21/2020	2,615.45	.00	
156	LOWER VALLEY ENERGY INC	92050-052 12-		12/21/2020	1,354.40	.00	
156	LOWER VALLEY ENERGY INC	92050-053 12-		12/21/2020	2,001.70	.00	
156	LOWER VALLEY ENERGY INC	92050-054 12-		12/21/2020	86.67	.00	
156	LOWER VALLEY ENERGY INC	92050-055 12-		12/21/2020	88.71	.00	
156	LOWER VALLEY ENERGY INC	92050-056 12-		12/21/2020	46.00	.00	
156	LOWER VALLEY ENERGY INC	92050-059 12-		12/21/2020	312.41	.00	
156	LOWER VALLEY ENERGY INC	92050-060 12-		12/21/2020	873.70	.00	
156	LOWER VALLEY ENERGY INC	92050-061 12-		12/21/2020	1,329.23	.00	
156	LOWER VALLEY ENERGY INC	92050-074 12-		12/21/2020	321.32	.00	
156	LOWER VALLEY ENERGY INC	92050-075 12-		12/21/2020	125.57	.00	
156	LOWER VALLEY ENERGY INC	92050-078 12-		12/21/2020	128.50	.00	
156	LOWER VALLEY ENERGY INC	92050-079 12-		12/21/2020	126.64	.00	
156	LOWER VALLEY ENERGY INC	92050-081 12-		12/21/2020	24.84	.00	
156	LOWER VALLEY ENERGY INC	92050-082 12-		12/21/2020	358.16	.00	
156	LOWER VALLEY ENERGY INC	92050-092 12-		12/21/2020	466.08	.00	
156	LOWER VALLEY ENERGY INC	92050-102 12-		12/21/2020	71.43	.00	
156	LOWER VALLEY ENERGY INC	92050-106 12-		12/21/2020	255.95	.00	
156	LOWER VALLEY ENERGY INC	92050-111 12-		12/21/2020	17.86	.00	
156	LOWER VALLEY ENERGY INC	92050-114 12-		12/21/2020	445.42	.00	
156	LOWER VALLEY ENERGY INC	92050-115-369		12/21/2020	1,945.33	.00	
156	LOWER VALLEY ENERGY INC	92050-126 12-		12/21/2020	21.29	.00	
156	LOWER VALLEY ENERGY INC	92050-127 12-		12/21/2020	320.46	.00	
156	LOWER VALLEY ENERGY INC	92050-130 12-		12/21/2020	24.97	.00	
156	LOWER VALLEY ENERGY INC	92050-131 12-		12/21/2020	448.00	.00	
156	LOWER VALLEY ENERGY INC	92050-132 12-		12/21/2020	1,204.30	.00	
156	LOWER VALLEY ENERGY INC	92050-134 12-		12/21/2020	119.21	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-332 12-		12/21/2020	33.17	.00	
156	LOWER VALLEY ENERGY INC	92050-334 12-		12/21/2020	135.24	.00	
156	LOWER VALLEY ENERGY INC	92050-336 12-		12/21/2020	21.41	.00	
156	LOWER VALLEY ENERGY INC	92050-341 12-		12/21/2020	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-342 12-		12/21/2020	36.48	.00	
156	LOWER VALLEY ENERGY INC	92050-345 12-		12/21/2020	196.23	.00	
156	LOWER VALLEY ENERGY INC	92050-353 12-		12/21/2020	88.76	.00	
156	LOWER VALLEY ENERGY INC	92050-355 12-		12/21/2020	79.26	.00	
156	LOWER VALLEY ENERGY INC	92050-356 12-		12/21/2020	2,406.06	.00	
156	LOWER VALLEY ENERGY INC	92050-357 12-		12/21/2020	9,671.02	.00	
156	LOWER VALLEY ENERGY INC	92050-358 12-		12/21/2020	77.45	.00	
156	LOWER VALLEY ENERGY INC	92050-359 12-		12/21/2020	62.58	.00	
156	LOWER VALLEY ENERGY INC	92050-360 12-		12/21/2020	33.17	.00	
156	LOWER VALLEY ENERGY INC	92050-361 12-		12/21/2020	21.28	.00	
156	LOWER VALLEY ENERGY INC	92050-362 12-		12/21/2020	20.63	.00	
156	LOWER VALLEY ENERGY INC	92050-363 12-		12/21/2020	64.92	.00	
156	LOWER VALLEY ENERGY INC	92050-364 12-		12/21/2020	90.53	.00	
156	LOWER VALLEY ENERGY INC	92050-365 12-		12/21/2020	123.42	.00	
156	LOWER VALLEY ENERGY INC	92050-367 12-		12/21/2020	67.54	.00	
156	LOWER VALLEY ENERGY INC	92050-368 12-		12/21/2020	90.95	.00	
156	LOWER VALLEY ENERGY INC	92050-370 12-		12/21/2020	107.01	.00	
156	LOWER VALLEY ENERGY INC	92050-371 12-		12/21/2020	54.72	.00	
156	LOWER VALLEY ENERGY INC	92050-374 12-		12/21/2020	98.47	.00	
156	LOWER VALLEY ENERGY INC	92050-375 12-		12/21/2020	26.00	.00	
156	LOWER VALLEY ENERGY INC	92050-376 12-		12/21/2020	313.56	.00	
156	LOWER VALLEY ENERGY INC	92050-378 12-		12/21/2020	102.67	.00	
156	LOWER VALLEY ENERGY INC	92050-381 12-		12/21/2020	149.94	.00	
156	LOWER VALLEY ENERGY INC	92050-382 12-		12/21/2020	20.77	.00	
156	LOWER VALLEY ENERGY INC	92050-383 12-		12/21/2020	19.60	.00	
156	LOWER VALLEY ENERGY INC	92050-385 12-		12/21/2020	248.84	.00	
156	LOWER VALLEY ENERGY INC	92050-389 12-		12/21/2020	25.62	.00	
156	LOWER VALLEY ENERGY INC	92050-390 12-		12/21/2020	151.75	.00	
156	LOWER VALLEY ENERGY INC	92050-391 12-		12/21/2020	746.59	.00	
156	LOWER VALLEY ENERGY INC	92050-392 12-		12/21/2020	290.29	.00	
Total 156:					44,099.54	.00	
5182	METADOME, LLC	61420	ADA warning panels	10/14/2020	2,830.24	.00	
Total 5182:					2,830.24	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4290891001	SHOP SUPPLIES FOR BOTH SH	12/15/2020	290.40	.00	
Total 4623:					290.40	.00	
257	NAPA AUTO PARTS INC.	960508	CREDIT	12/08/2020	148.77-	.00	
257	NAPA AUTO PARTS INC.	961014	all thread nuts	12/10/2020	11.38	.00	
257	NAPA AUTO PARTS INC.	961501	OIL FILTERS FOR RESTOCK	12/14/2020	31.40	.00	
257	NAPA AUTO PARTS INC.	961524	OIL FILTERS FOR RESTOCK	12/14/2020	19.56	.00	
257	NAPA AUTO PARTS INC.	962012	WIPERS FOR RESTOCK	12/16/2020	319.56	.00	
257	NAPA AUTO PARTS INC.	962227	LUG NUTS FOR SO	12/16/2020	76.80	.00	
257	NAPA AUTO PARTS INC.	962831	CHAIN TENSIONER FOR PD	12/21/2020	44.99	.00	
257	NAPA AUTO PARTS INC.	963342	FILTERS FOR RESTOCK	12/23/2020	103.92	.00	
257	NAPA AUTO PARTS INC.	963715	FILTERS FOR RESTOCK	12/28/2020	228.30	.00	
257	NAPA AUTO PARTS INC.	963719	CLOCK, HEATER HOSE FOR BU	12/28/2020	34.98	.00	
257	NAPA AUTO PARTS INC.	963823	FILTERS FOR RESTOCK	12/28/2020	21.23	.00	
257	NAPA AUTO PARTS INC.	963840	BRAKES FOR START BUS	12/28/2020	102.69	.00	
257	NAPA AUTO PARTS INC.	963992	DIESEL THAW FOR ENGINEERI	12/29/2020	14.29	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	964216	filters and washer pump for invent	12/30/2020	78.63	.00	
257	NAPA AUTO PARTS INC.	964295	FILTERS FOR INVENTORY	12/30/2020	70.95	.00	
Total 257:					1,009.91	.00	
187	NELSON ENGINEERING	53828	Parking Garage Monitoring	11/30/2020	918.00	.00	
187	NELSON ENGINEERING	53993	Capacity Study	11/30/2020	650.50	.00	
187	NELSON ENGINEERING	53993	Capacity Study	11/30/2020	650.50	.00	
187	NELSON ENGINEERING	54003	Sewer Design	11/30/2020	6,397.00	.00	
187	NELSON ENGINEERING	54059	Parking Garage Monitoring	12/31/2020	580.50	.00	
187	NELSON ENGINEERING	54187	Si-Ferrin remodel - structural engi	12/31/2020	290.00	.00	
Total 187:					9,486.50	.00	
583	NEWMAN SIGNS, INC	TRFINV027478	decal stickers	01/05/2021	37.62	.00	
Total 583:					37.62	.00	
262	PRAZMA PAINT & AUTO BODY	19298	CI-1457 vehicle repair	12/16/2020	3,068.95	.00	
Total 262:					3,068.95	.00	
6483	PREMIER TRUCK- SALT LAKE C	775228776	TEMP SENSOR FOR BUS 252	10/08/2020	71.36	.00	
6483	PREMIER TRUCK- SALT LAKE C	775232981	ACTUATOR FOR HIGHWAY TRU	10/23/2020	37.63	.00	
6483	PREMIER TRUCK- SALT LAKE C	775242909	STARTER MOTOR FOR BUS 20	12/16/2020	568.43	.00	
6483	PREMIER TRUCK- SALT LAKE C	775243062	COOLANT TUBES FOR BUS 277	12/31/2020	100.44	.00	
6483	PREMIER TRUCK- SALT LAKE C	775244074	AIR COMPRESSOR FOR BUS 2	12/03/2020	1,484.06	.00	
6483	PREMIER TRUCK- SALT LAKE C	775244795	OIL TUBE FOR BUS 204	12/07/2020	123.06	.00	
6483	PREMIER TRUCK- SALT LAKE C	775245179	REAR ENGINE COVER AND SE	12/07/2020	142.84	.00	
6483	PREMIER TRUCK- SALT LAKE C	775245621	TURBO FOR BUS 276	12/08/2020	4,922.80	.00	
6483	PREMIER TRUCK- SALT LAKE C	775246206	SENSORS FOR BUS 277	12/10/2020	1,096.30	.00	
6483	PREMIER TRUCK- SALT LAKE C	775247747	PRESSURE VALVE FOR BUS IN	12/16/2020	128.82	.00	
6483	PREMIER TRUCK- SALT LAKE C	775248242	PRESSURE SENSORS FOR BU	12/17/2020	262.12	.00	
6483	PREMIER TRUCK- SALT LAKE C	775249979	OIL TUBE FOR BUS INVENTOR	12/28/2020	123.06	.00	
6483	PREMIER TRUCK- SALT LAKE C	775250135	PRESSURE SENSOR FOR RES	12/28/2020	114.45	.00	
6483	PREMIER TRUCK- SALT LAKE C	775250293	TEMP SENSOR FOR BUS 278	12/28/2020	16.70	.00	
6483	PREMIER TRUCK- SALT LAKE C	775250649	TURBO FOR BUS 201	12/30/2020	4,487.35	.00	
6483	PREMIER TRUCK- SALT LAKE C	775250650	PRESSURE SENSOR FOR BUS	12/29/2020	73.17	.00	
6483	PREMIER TRUCK- SALT LAKE C	775251033	REGULATOR FOR TRUCK 1417	12/30/2020	84.11	.00	
6483	PREMIER TRUCK- SALT LAKE C	775251355	GLASS AND CHANEL FOR TRU	01/04/2021	90.52	.00	
6483	PREMIER TRUCK- SALT LAKE C	775252222	VGT FOR RESTOCK	01/05/2021	1,075.84	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775244074	CREDIT	12/21/2020	305.90-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775246206	CREDIT	12/21/2020	107.07-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775248562	CREDIT	12/21/2020	955.94-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775252185	CREDIT	01/11/2021	1,032.42-	.00	
Total 6483:					12,601.73	.00	
4922	PREMIER VEHICLE INSTALLATI	34749	PUSH BUMPER RUBBER FOR S	12/28/2020	57.40	.00	
Total 4922:					57.40	.00	
6594	PROTERRA	1022123	MIRROR FOR ELECTRIC BUS	12/11/2020	1,124.39	.00	
Total 6594:					1,124.39	.00	
4831	SCHAEFFER MFG. CO	PXG3683-INV1	55 GALLON DRUM OIL	09/21/2020	1,318.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4831:					1,318.90	.00	
4720	SILVERSTAR	54639	FY21 Silverstar service -internet s	01/01/2021	59.98	.00	
4720	SILVERSTAR	54639 0121	FY21 Silverstar service - communi	01/01/2021	37.29	.00	
4720	SILVERSTAR	54839 0121	FY21 Silverstar service - contract	01/01/2021	2,392.66	.00	
Total 4720:					2,489.93	.00	
236	SMITH POWER PRODUCTS,INC	3130942	SPEED SENSORS FOR BUS 202	12/10/2020	192.95	.00	
236	SMITH POWER PRODUCTS,INC	3131049	SPEED SENSORS FOR BUS 202	12/11/2020	272.80	.00	
Total 236:					465.75	.00	
4699	SNAKE RIVER ROASTING	674033	coffee	12/17/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	674314	Coffee	12/30/2020	43.00	.00	
Total 4699:					140.90	.00	
2685	STATE OF WYOMING	122320	STATE CLAIM #202-PV-18-0006	12/23/2020	3,363.69	.00	
Total 2685:					3,363.69	.00	
4990	Swagit Productions, LLC	15403	Swagit streaming services	05/31/2020	1,775.00	.00	
Total 4990:					1,775.00	.00	
4933	SYMBOLARTS, LLC	0358041-IN	750, 751, 753	09/17/2020	337.50	.00	
Total 4933:					337.50	.00	
1443	TETON COUNTY CLERK	010121	Housing Department Monthly Ope	01/01/2021	20,991.75	.00	
1443	TETON COUNTY CLERK	010121A	Parks and Recreation Monthly Op	01/01/2021	127,028.33	.00	
Total 1443:					148,020.08	.00	
996	TETON COUNTY SPECIAL FIRE	010121	SPECIAL FIRE FD - DECEMBER	01/01/2021	26,565.02	.00	
996	TETON COUNTY SPECIAL FIRE	010121A	FIRE STATION - DECEMBER	01/01/2021	131,464.31	.00	
Total 996:					158,029.33	.00	
1614	TETON COUNTY-FUND 10	010121	MONTHLY CONTRIBUTION - JOI	01/01/2021	3,742.32	.00	
1614	TETON COUNTY-FUND 10	010121A	DECEMBER PATHWAYS	01/01/2021	6,202.11	.00	
1614	TETON COUNTY-FUND 10	010121B	DISPATCH - DECEMBER BILLIN	01/01/2021	31,950.64	.00	
Total 1614:					41,895.07	.00	
3027	TETON COUNTY-FUND 13	010121	Fire/EMS Monthly Contribution	01/01/2021	107,600.21	.00	
Total 3027:					107,600.21	.00	
166	TETON COUNTY-FUND 19	010121	DECEMBER 2020 CAPITAL	01/01/2021	9,675.77	.00	
Total 166:					9,675.77	.00	
268	TETON MOTORS INC	5096723 1	STEERING SHAFT FOR PD	12/09/2020	342.11	.00	
268	TETON MOTORS INC	5096734 1	TENSIONER FOR PD	12/10/2020	128.95	.00	
268	TETON MOTORS INC	5096760 1	HEADLAMP FOR SO	12/14/2020	876.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
268	TETON MOTORS INC	5096784 1	GRILL FOE WWC TRUCK	12/15/2020	722.91	.00	
268	TETON MOTORS INC	5096859 1	COIL FOR SO	12/21/2020	102.79	.00	
268	TETON MOTORS INC	5096864 1	Credit	12/21/2020	125.00-	.00	
268	TETON MOTORS INC	5096865 1	CREDIT	12/21/2020	167.13-	.00	
268	TETON MOTORS INC	5096872 1	SPARE TIRE HOIST FOR SO	12/21/2020	134.56	.00	
Total 268:					2,015.99	.00	
3162	TETON TRASH REMOVAL, INC.	21 JAN 880	trash removal for 145 West Hanse	01/01/2021	47.00	.00	
Total 3162:					47.00	.00	
298	TETON YOUTH & FAMILY SERV	010621	Social Service payments	01/06/2021	45,320.00	.00	
Total 298:					45,320.00	.00	
3955	THOMSON WEST	843585458	MONTHLY CHARGE	12/31/2020	451.39	.00	
3955	THOMSON WEST	843585458	MONTHLY CHARGE	12/31/2020	451.40	.00	
Total 3955:					902.79	.00	
70	THYSSEN KRUPP ELEVATOR C	3005680047	Vertical Harvest - yearly service c	01/01/2021	2,966.23	.00	
Total 70:					2,966.23	.00	
6579	TITLE 22 CONSULTANTS	102320-R	510 E Simpson Easement Resear	10/23/2020	187.50	.00	
Total 6579:					187.50	.00	
6363	TMSC LLC	2020-005-09 C	SKHM - lobby light controller	12/30/2020	457.44	.00	
6363	TMSC LLC	2020-005-09 D	Public Works - Hotsy wash bay-4	12/30/2020	910.19	.00	
6363	TMSC LLC	2020-005-09 D	Vine Street Apt-4 - baseboard hea	12/30/2020	630.95	.00	
6363	TMSC LLC	2020-005-09 D	Deloney Bathroom - parking lot lig	12/30/2020	2,816.12	.00	
6363	TMSC LLC	2020-005-09 E	SK Event Ctr - replace unit heater	12/30/2020	485.45	.00	
6363	TMSC LLC	2020-005-09 F	START - wash bay lighting control	12/30/2020	3,672.50	.00	
6363	TMSC LLC	2020-005-09 G	Si-Ferrin - electrical	12/30/2020	3,618.98	.00	
6363	TMSC LLC	2020-005-09 H	Fuel Island electrical materials an	12/30/2020	5,096.18	.00	
6363	TMSC LLC	2020-005-09 I	Well-5 = Chlorine Rm heater T-St	01/03/2021	220.00	.00	
6363	TMSC LLC	2020-005-09 J	SK Event Ctr - Parking lot lights p	01/03/2021	250.00	.00	
6363	TMSC LLC	2020-005S-04	street light maintenance	12/30/2020	560.75	.00	
Total 6363:					18,718.56	.00	
3070	VALLEY WEST ENGINEERING,	1536	Hansen Sidewalk Const Admin.	11/05/2020	3,285.00	.00	
Total 3070:					3,285.00	.00	
6731	VINCI LAW OFFICE LLC	01042021	garnishment #18119	01/04/2021	252.13	252.13	01/04/2021
Total 6731:					252.13	252.13	
6319	VIRGINIAN VILLAGE CONDO H	440	HOA FEES	01/07/2021	1,080.00	.00	
Total 6319:					1,080.00	.00	
6315	WATER TECHNOLOGY GROUP	5495029	2 transducers for the WWTP	11/30/2020	1,810.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6315:					1,810.56	.00	
6494	WELLER TRUCK PARTS	402206268	SENSOR FOR BUS 202	12/11/2020	297.73	.00	
Total 6494:					297.73	.00	
1640	WESTERN STATE	IN001508643	SOFTWARE UPDATE ON EMISS	12/16/2020	714.56	.00	
1640	WESTERN STATE	IN001512585	LAMPS FOR EQUIPMENT	12/19/2020	8.91	.00	
1640	WESTERN STATE	IN001516257	TROUBLE SHOOT SERVICE CA	12/23/2020	618.00	.00	
Total 1640:					1,341.47	.00	
3619	WY CHILD SUPPORT ENFORCE	01042021	case #209790	01/04/2021	146.76	146.76	01/04/2021
Total 3619:					146.76	146.76	
4198	WYOMING FIRST AID & SAFETY	194408	FIRST AID SUPPLIES FOR PUB	01/07/2021	434.35	.00	
Total 4198:					434.35	.00	
1764	WYOMING.COM INC	1984020	DOMAIN HOSTING	01/05/2021	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON EXCAVATION, L	53270	12 months of trash removal - 915	12/31/2020	35.00	.00	
2842	YELLOW IRON EXCAVATION, L	533612	12 months of trash removal 455 Vi	12/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	533612	12 months of trash removal 455 vi	12/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	533612	12 months of trash removal 455 Vi	12/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	533612	12 months of trash removal 455 vi	12/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	53496	12 months of trash removal 155 e	12/31/2020	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	53498	Snow King Housing Trash remova	12/31/2020	400.00	.00	
Total 2842:					625.00	.00	
Grand Totals:					833,560.13	398.89	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF DECEMBER, 2020**

During the month of December, the court received \$30,506 in fines, fees, bonds, and forfeitures.
476 new cases were docketed: 429 parking citations, 47 summons
42 cases were dismissed: 23 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty, NC= nolo contendere, G=found guilty at trial, NG=found not guilty at trial,
R=restitution, CS=community service, DP=deferred prosecution, D=dismissed, D-TS=dismissed for traffic school,
DA=deferred adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Anderson, Derek Scott	186001331AC	Turning left at intersection	D-TS	0
Antezana, Danilo Willy	186001317AC	Speed Limits Generally 48/30	D-TS	0
Atkins, Sarah Ann	186001450AC	Limitations on Backing	BF	100
Baker, Jessica Kathryn	186001494AC	Failure to yield ROW	BF	90
Barze, James Montgomery	186001083AC	Interference w/PD: Resisting officer	D-Per Town's Motion	0
Barze, James Montgomery	186001302AC	Minor in bar/use fake ID to obtain alcohol	D-Per Town's Motion	0
Batchelor, Terry William	186001652AC	Failure to Maintain Lane	BF	90
Baxter, Kim L	01893M	No display of current registration	BF	140
Beckett, Larry J	186001181AC	No Driver's license	BF	410
	186001594AC	Minor in possession alcohol	D-Per Town's Motion	0
Bottomley, Bridget Elizabeth	186001668AC	Careless driving	BF	240
Brewer, Katherine Rose	186001245AC	Stop Sign Violation	D-Per Town's Motion	0
Bridges, Viktor Jared	186001653AC	Speed too fast for conditions	BF	90
Bulat, Paul Joseph	186001702AC	Stop Sign Violation	BF	140
Castaneda, Jose Adrian	186001193AC	Marijuana: use and/or possession	D-Per Town's Motion	0
Chavez, Mark Anthony	186001374AC	Speed Limits Generally 40/25	BF	195
Cochran, Reeb Carson	186001588AC	Failure to maintain liability coverage	D-Valid information provided	0
Cox, Blythe E.	98324N	No display of current registration	BF	70
Delong, Gregory D	186001526AC	Public intoxication	BF	110
Dodson, Wendy Sarah	186001661AC	Speed Limits Generally 44/25	BF	223
Edwards, Jeremiah Daniel	186001771AC	Speed too fast for conditions	BF	90
Francis, Brian Christopher	01104M	No display of current registration	BF	67.5
Frechette, John David	186001703AC	Leaving motor vehicle unattended	BF	100
Gulotta, Brian Charles	186001124AC	MPH over limit Bond 42/25	D-TS	0
Henkler, Caitlyn E	00983M	Required to stop on flashing red signal	D-TS	0
Hill, Hadley Ann	186001437AC	No display of current registration	BF	140
Hill, Hadley Ann	186001436AC	Speeding 55/40	BF	135
Johnston, Sydney A	98153N	Speed Limits Generally 40/30	D-TS	0
Kleiman, Susan M	186001619AC	Speed Limits Generally 50/30	BF	230
Korrell, Allen Rex	186001451AC	Limitations on Backing	BF	90
Lambert, Raymond Paul	03797L	Driving/Control of vehicle while intox	DA-In Accordance with W.S.S. 7-13-301	0
Losiyevskyy, Vadym	186001363AC	Stop Sign Violation	D-TS	0
Macgregor, John Alexander	186001770AC	Limitations on Backing	BF	90
Maldonado, Jasmine	186000901AC	Failure to maintain liability coverage	BF	285
Maldonado, Jasmine	186000904AC	No Driver's license	D-Per Town's Motion	0
Maldonado, Jasmine	186000902AC	Unsafe Turning Movement	BF	100
Manfredi, Dawn Nicole	186001621AC	Failure to maintain liability coverage	BF	75
Marquina Garcia Jr, Salomon	71817X	Stop Sign Violation	BF	125
Mayfield, Lilly Louise	186001192AC	Stop Sign Violation	D-TS	0
Mcgarrah, Charles	98322N	MPH over limit Bond 45/25	D-TS	0
Morgan, Heather Lee	186001253AC	Speed Limits Generally 45/30	BF	195
Perez Armas, Alejandro	186001162AC	Turning left at intersection	D-TS	0
Peterman, Chelsea Rose	186001664AC	Stop Sign Violation	BF	140
Pidhorecky, Ihor Ihor	186001650AC	Speed Limits Generally 50/30	BF	240
Pineda, Geovanni Romulado	186000457AC	Failure to Maintain Lane	BF	75
Powell, Bryce Matthew	186001660AC	Speed Limits Generally 38/25	BF	181
Ricketts, Sean	98154N	Public intoxication	BF	110
Riggs, Megan Jae	186001340AC	Failure to yield ROW approaching intersections	D-TS	0
Sanchez Salazar, Cruz	186001529AC	Limitations on Backing	BF	90
Sanchez Salazar, Cruz	186001530AC	state statute 31-4-103B no insurance	D-Valid information provided	0
Sarkissian, Vic	186001532AC	Failure to Maintain Lane	BF	90
Scarlett, Victoria Ann	186001142AC	Following too Close	D-TS	0
Schmidt, Paula Jo	186001527AC	Turning left at intersection	BF	90

Stratt, Weston H	98040N	Failure to stop at a red light	D-TS	0
Tellez-blancas, Cesar D	00741M	No display of current registration	BF	75
Tellez-blancas, Cesar D	00742M	No Driver's license	BF	420
Van Patten, Marty G	00736M	Leaving motor vehicle unattended	BF	100
Vladimirova, Salmina Olga	03210L	Animal license required	BF	70
Vladimirova, Salmina Olga	03209L	Animals at Large	BF	100
Watson, William David	186001524AC	No display of current registration	BF	140
Wood, Russell Merle	186001419AC	Failure to yield ROW	D-TS	0
Woolley, Amanda S	186001618AC	Speed Limits Generally 50/30	BF	230

STAFF REPORT



Meeting Date:	January 19, 2021	Meeting Title:	Regular Town Council Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Remote Meeting Attendance	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council has the authority suspend their meeting rules to allow remote attendance and participation. The overarching issue being addressed is safety for the Town Council and public due to the pandemic as well as improved access to the public process for members of the community.

Requested Action.

The requested action would be to vote on whether to continue to allow remote attendance and participation by Council and the public.

Recommendations.

Staff recommends the Town Council suspend Chapter II, Section 3, *Quorum*, and portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through April 19, 2021 at midnight.

Background.

On October 19, 2020, the Town Council suspended the appropriate sections of the Rules and Procedures to continue to temporarily allow Elected Officials to fully participate and vote, key staff members to fully participate in meetings and to continue to temporarily allow members of the public the ability to participate remotely through January 31, 2021. An excerpt from Chapter II, Rules and Procedures, Section 3. Quorum and Section 7. Addressing the Town Council is listed below:

Section 3. Quorum.

A majority of the Town Council is sufficient to do business, and motions may be passed 2-1 if only three (3) Councilmembers are present, but ordinances, resolutions granting franchises or licenses and motions concerning the payment of money require at least three (3) affirmative votes. A Councilmember listening via conference call or via videoconference is not present at the meeting and shall not be counted in roll call, nor may they vote on any matters or take any action before the Town Council. The privilege of listening via audio conference or video conference shall be granted or denied by the Mayor on a case-by-case basis.

Section 7. Addressing the Town Council.

- a. *Each person desiring to address the Town Council either under the Public Comment section or under the public comment period for a particular item shall approach the lectern in person, state his or her name and address for the record, state the subject he or she wishes to discuss, state whom he or she is representing if he or she represents an organization or other persons, and unless further time is granted by majority vote of the Town Council or the Mayor, shall limit his remarks to three (3) minutes. Public comment made by phone, video, or any other form of electronic communication shall not be permitted with the exception of applicant or consultant presentations or interviews for advisory or joint powers boards as approved in advance of the meeting by the Mayor or Town Manager. All remarks shall be addressed to the Town Council as whole and not to any member thereof. No question shall be asked of a Councilmember or a member of the Town Staff without the permission of the Mayor. After permission of the Mayor, a question may be asked, but neither*

Town Staff nor the Councilmember to whom the question is directed shall answer the question during the public comment period.

Chapter II, Section 8.b. indicates that the same rules of order and decorum apply to Town Staff just as they do to Town Council.

Because the community is in the 'red' high risk level of the COVID-19 pandemic and because Council took affirmative action on March 14, July 6, and October 19 to suspend the rules to allow remote attendance and participation, it makes sense to take affirmative action again. Staff is recommending the Council suspend Chapter II, Section 3, *Quorum*, and portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through April 19, 2021 at midnight. This is the last regularly scheduled Council meeting in April and so a decision would need to be made at that meeting whether to continue this allowance. At that time, the Council can reassess the situation and consider additional rule suspensions, permanent rules changes, and/or policy and practice changes for their meetings.

The health, safety, and welfare of the stakeholders is paramount to continuity of government. Stakeholders involved in this issue include the Mayor and Council, Town staff, applicants for projects, citizens engaged in the public process either in person or virtually, contacts of residents and guests to the community that may be exposed to COVID-19. Stakeholders also include specific segments of the community, including parents, that may want to participate in an evening meeting and give comment on critical issues facing the community but are unable to physically attend due to the need to care for their young children directly and/or lack of funding to be able to pay a childcare worker to care for their children during their physical attendance at a Council meeting.

Analysis.

At some point the Council may want to consider extending the provision to allow remote attendance and participation from members of the public in perpetuity in order to accommodate often unheard members of the public, potentially those with young children who either choose to care for their children in their home or do not have the luxury of being able to afford childcare in order to attend a Council meeting so that they can actively participate and engage in local government. However, if this is the new norm moving forward, additional staff resources will be necessary to continue this in the long term as it is affecting the ability for staff to maintain current service levels.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

The ability for the Town Council to function and conduct the Town's business is essential to the Community Vision and ensuring efforts towards the goals of the Comprehensive Plan and our Common Values of Community Character all while protecting and maintaining the health, safety, and welfare of the community.

Fiscal Impact.

The fiscal impact of extending remote attendance and participation for Town Council meetings is minimal related to infrastructure needs but is significant in terms of additional staff expense. The amount of money spent from March 1 through June 30, 2020 on infrastructure and the value of staff time on remote attendance and participation for Town Council meetings was approximately \$21,500. This figure does not reflect additional time spent for Planning Commission, Design Review Committee or Board of Examiners meetings that were held remotely. The infrastructure costs were not budgeted for in FY20. Continuing remote meeting attendance and voting will directly cost approximately \$26/ Town Council meeting but does not include the value of staff time spent or the impact for Planning Commission and other

meetings where this would be allowed. That fiscal impact would be realized when staff is spending time in these meetings and not able to spend time on their regular work tasks and may result in additional work being contracted out, delayed, additional staff needing to be hired to maintain the level of service, etc.

Staff Impact.

The staff impact of extending remote attendance at Town Council meetings, Planning Commission meetings is significant as is the extension of remote public participation even if Council is physically in the room. It requires information technology support of one additional person in the room. That person has historically (since mid-March) been an exempt employee who is working the meeting to assist (in the evening meetings) in addition to their regular 40 hours/week of work. For meetings occurring between 8-5 M-F, that additional staff person is working at the meeting instead of being able to perform their regular tasks related to their workplan and priorities. It also requires work on the part of the town Clerk for scheduling the Zoom meeting, sending invitations and including links on the agenda. From March 14 through June 30, approximately 150 hours of additional staff time was spent in actual meetings and in preparation for the portion of the meeting that deals with remote attendance and participation. Moving forward, in addition to the time spent at the meeting to manage remote attendance and participation, for every remote attendance meeting, the prep time for IT assistance is an additional 30 minutes and the prep time for the Town Clerk is an additional 30 minutes. Should this continue moving forward, beyond this pandemic situation, an additional part time staff person would need to be hired to allow current staff to keep up with their regular workload.

Attachments or Links.

None.

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

I move to suspend Chapter II, Section 3, *Quorum*, and portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through April 19, 2021 at midnight.

STAFF REPORT



Meeting Date:	December 21, 2020	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	Cache Creek Tube Phase 2D Contract Award	Public Comment:	

Purpose & Policy Considerations.

Council consideration of award of contract and approval of financing to construct Phase 2D of the Cache Creek Tube capital project (TOJ Project 20-18).

Requested Action.

Award contract

Recommendations.

Staff recommends that Town Council approve the use of FY21 funds to award in full the contracts for construction of the Cache Creek Tube Phase 2D Project including survey, testing, construction, and construction administration for the project.

Background.

Staff seeks Council approval for the award of a contract for construction services relating to the Cache Creek Tube Phase 2D stormwater project. The Project consists of installation of approximately 230 linear feet of 48" storm sewer mainlines, 9 storm sewer structures, 154 linear feet of 24" stormwater piping, 375 linear feet of 12" and 14" stormwater piping, a stormwater treatment unit, water line relocation, asphalt, concrete, and vegetative surface restoration, and all other incidentals required to complete the installation of the Cache Creek Tube Phase 2D in the vicinity of Bruun Boulevard, South Willow Street, and East Broadway Avenue in Jackson, Wyoming.

The existing Cache Creek Tube stormwater main conveys the Cache Creek Ditch and collects stormwater run-off between Cache Creek Drive to Flat Creek through Town. The existing stormwater main is comprised of various pipe materials and in its current alignment, the Cache Tube crosses/encumbers several private properties. See **FIGURE 1** for more information on Phase 2D and the entire proposed realignment and phases. Remaining phases of the tube construction will be coordinated over the next 2-3 years based on available budget, other projects proposed along the route, and other buried utility relocation plans. The intent of the complete project is to relocate the infrastructure to land owned by the Town, improve drainage, and provide stormwater treatment prior to discharge to Flat Creek.

The project construction schedule generally runs from April through July 2021, starting in FY21 with the majority of the work being done in FY21. Construction staging for the project will be located in the charter bus pullout along North King Street. Traffic control will be coordinated with START, Fire/EMS, and the Teton County School District. Bruun Blvd will be closed for the duration of the project in both directions. Parking on Broadway east of Bruun/Willow will be reduced by approximately 15-20 spaces in order to maintain two-way traffic on Broadway throughout the duration of the project.

A portion of the project will be paid for by the Jackson Hole Land Trust to divert some Cache Creek flow onto the Genevieve Block as a surface water feature. A separate staff report is provided at this same meeting for Council to consider the proposed agreement for this work.

A portion of the stormwater treatment unit installed in this project will be reimbursed by WY Department of Environmental Quality (DEQ) through a 319 grant award.

Analysis.

The project was advertised in the JH News and Guide for two weeks beginning November 18, 2020. The Town opened construction Bids for the project on December 17, 2020. Jorgensen Associates provided an engineer's estimate of \$923,210. Four bids were received.

<u>CONTRACTOR</u>	<u>PHASE 2D BID</u>
Westwood Curtis Construction, Inc.	\$ 665,075.00
Depatco, Inc.	\$ 668,791.75
Avail Valley Construction – ID, LLC	\$ 750,490.00
JR Civil	\$1,119,888.00

Westwood Curtis Construction, Inc. was the lowest responsive bidder.

Alternatives (Optional).

Council may instead reject all bids for this phase of the project and direct staff to re-bid at a later date.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship.

- Principle 1.2: Preserve and Enhance Water and Air Quality
 - o Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
 - o Policy 1.2.b: Require filtration of runoff
 - o Policy 1.2.c: Monitor and maintain water quality
- Strategy 1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This project supports the Town Comprehensive Plan under Common Value #2- Growth Management.

- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood [negative impact – channelizing the creek takes an environmental amenity away from the public because it is no longer seen or experienced in the Town setting.]

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life.

- Principle 8.1: Maintain current, coordinated service delivery
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

The project is fully funded as detailed below (costs shown are rounded for simplicity).

<u>SOURCE</u>	<u>COSTS</u>	<u>CREDITS</u>
Westwood Curtis (construction) – pending this contract approval	\$665,075	
Jorgensen Associates (construction administration)	\$ 91,400	
DEQ (319 grant award)		\$210,000
JHLT (construction)		\$ 89,725
JHLT (construction administration)		\$~ 4,500
TOTAL	\$756,475	\$304,225

Project construction may extend into FY22 but project costs to the Town will be fully paid for, and are fully funded by, the approved FY21 Capital budget. Jackson Hole Land Trust will reimburse Town for the JHLT portion of construction costs related to the construction and construction administration of the diversion infrastructure, as described in detail in the agreement (separate agenda item for this same Council meeting). Town will pay for the installation of the treatment unit as part of the construction contract and will subsequently receive reimbursement from DEQ for the grant funded portion. As such, the final cost to Town will be **\$452,250**.

Staff Impact.

Construction phase coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 5-10 hours per week of public works staff time shall be required if staff is directed to award the contract and proceed with construction as proposed.

Long term maintenance will add to the current workload for yearly inspections and cleaning of the stormwater main and treatment unit, performed by Town of Jackson staff or by a contractor (~5 hours/year). The proposed alignment should improve efficiencies for this work by locating the infrastructure within the right-of-way and bypassing problematic sections of storm sewer.

Attachments or Links.

FIGURE 1: Proposed Cache Creek Tube Realignment phases

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

I move to approve the award of the contract for the Cache Creek Tube – Phase 2D Project, authorizing funding for survey, testing, construction, and construction administration for the project, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute the contract.



PUBLIC WORKS DEPARTMENT
Engineering Division

450 West Snow King Ave. ph: (307) 733-3079
P.O. Box 1687 fax: (307) 734-1664
Jackson, WY 83001 www.jacksonwy.gov

FIGURE 1. PROPOSED CACHE CREEK TUBE PROJECT PHASES AND PROPOSED PROJECTS IN THE VICINITY



STAFF REPORT



Meeting Date:	19 January 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P21-005: Cache Creek Tube Diversion Escrow Agreement with Jackson Hole Land Trust	Public Comment:	

Purpose & Policy Considerations.

Town Council to consider entering into an escrow agreement with the Jackson Hole Land Trust (JHLT) for JHLT to construct and maintain a piped diversion system that would be constructed simultaneously and parallel to the Town's Cache Creek Tube in the Town's public right-of-way (ROW). This diversion system is intended to route a portion of Cache Creek flow out of the Town's system in order to provide a surface water feature onto the property known as "Genevieve Park" owned by Rendezvous Land Conservancy (RLC).

Requested Action.

Approve the Agreement with JHLT

Recommendations.

Approve the Agreement

Background.

The Genevieve Block is being developed as a greenspace with a water feature. This property is located at 180 E Deloney Ave, Lot 4 of the Genevieve Block Addition (Plat 1412, PIDN 22-41-16-27-3-35-004). The Town has issued a grading permit (B20-0573) that includes the water feature, and the applicant has proposed this agreement (P21-005) for purposes of constructing the diversion in the Town's Cache Creek Tube Phase 2D (CCT2D) contract and reimbursing the Town for associated costs. This Lot previously had a surface water diversion of Cache Creek which was realigned into Town ROW in Phase 2C of the ongoing, multi-phase Cache Creek Tube project. RLC and JHLT have partnered to re-establish a Creek diversion feature and hired Jorgensen Associates to coordinate the diversion design with the Town's CCT2D design.

Analysis.

Town staff and JHLT agreed that constructing these two projects with a single contract would reduce public impacts and costs to both parties. Jorgensen Associates provided an engineer's analysis of the cost share whereby the diversion system is wholly paid for by JHLT, the Town's Tube is wholly paid for by Town, and any shared bid items were allocated 15% to JHLT and 85% to Town based on the overall distribution of costs.

This proposed Agreement includes a condition that, prior to completion of the CCT2D construction, Town and JHLT will execute a Private Utility Easement for the diversion system that memorializes Land Trust's ownership and all subsequent maintenance, repair, replacement, etc. for the system. Assuming Council approves this Agreement, the easement will be presented for consideration at a future Council meeting.

Alternatives (Optional).

Council may suggest an alternate solution, continue this item to a later date, or not allow the creek diversion onto private property.

Comprehensive Plan & Priority Alignment.

This project *opposes* the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship:

- Principle 1.2: Preserve and Enhance Water and Air Quality
 - o Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
 - o Policy 1.2.b: Require filtration of runoff
 - o Policy 1.2.c: Monitor and maintain water quality
- Strategy 1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This diversion poses a minor negative impact in that the flow diverted from the channelized creek bypasses the treatment unit. However, the amount of flow diverted is miniscule (a “drop in the bucket” so to speak) and the inclusion of the treatment unit in CCT2D introduces treatment to this area of Town where runoff to the Creek has historically gone untreated, making the project on the whole a great improvement to water quality.

This project *supports* the Town Comprehensive Plan under Common Value #2- Growth Management:

- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood

The re-introduction of Creek flow to the Genevieve Park greenspace creates an important awareness of and connection to the environment for the community and guests who utilize the space. It is an educational opportunity and an aesthetic enhancement to this commercial area amenity. This civic benefit is greater than the above noted impact to improved pollution control.

Fiscal Impact.

Jackson Hole Land Trust will reimburse approximately \$89,725.25 to the Town for the portion of the construction contract to install a diversion pipe for the on-site water feature and approximately \$4,500 for their share of the construction administration.

Staff Impact.

To complete the Agreement and a subsequent easement, Town Public Works Administration and Engineering staff will have contributed approximately 40 hours of staff time to this effort. Town Legal Department will have contributed approximately 30 hours. A large portion of this time has already been contributed. If the diversion project were pursued separately from the Town’s CCT2D project, Planning, Engineering, and Legal staff would need to review additional permit and encroachment applications and, if approved, coordinate additional street closures, etc. to accommodate the diversion infrastructure as an additional project in the same location as the Town’s CCT2D.

While Town Public Works operations staff and contractors will maintain the Cache Creek Tube including the stormwater treatment unit constructed in this phase, Town will not be responsible for maintaining diversion structures or the on-site water feature, as described in the Agreement.

Attachments or Links.

Agreement and associated exhibits/attachments

Construction drawing highlighting JHLT diversion system

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

I move to approve the Escrow Agreement between Jackson Hole Land Trust and the Town of Jackson to allow reimbursement to the Town for construction of a diversion of Cache Creek parallel to the Cache Creek Tube within the Town’s public right-of-way for a surface water feature in Genevieve Park, subject to the conditions therein, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements; and direct staff to provide an Easement document for Council consideration at a Council meeting date uncertain.

**AGREEMENT
TO
PAY FOR UTILITY INSTALLATION WORK IN THE PUBLIC RIGHT-OF-WAY**

This *Agreement to Pay for Utility Installation Work in Public Right-of-Way* ("Agreement") is entered into by and among **Jackson Hole Land Trust**, a Wyoming nonprofit corporation ("Land Trust"), **Rendezvous Lands Conservancy**, a Wyoming nonprofit corporation ("RLC"), and **Town of Jackson**, a municipal corporation of the State of Wyoming ("TOJ"), and **Wyoming Title & Escrow Company** ("Escrow Holder") on the date last executed below ("Effective Date").

RECITALS

WHEREAS, Rendezvous Land Conservancy, a Wyoming nonprofit corporation ("RLC"), is the owner of the parcel of land located at 180 E Deloney, legally described as Lot 4 of the Genevieve Block Addition to the Town of Jackson (Plat 1412), PIDN 22-41-16-27-3-35-004 ("Lot 4").

WHEREAS, Lot 4 is being developed as a community greenspace with a water feature ("Genevieve Greenspace"); and

WHEREAS, RLC has been issued a Town of Jackson Grading Permit (B20-0573) for the development of the Genevieve Greenspace including the water feature; and

WHEREAS, Lot 4 historically had a diversion from Cache Creek providing an open watercourse over and across Lot 4; and

WHEREAS, in 2020 the TOJ realigned and lowered the diversion from Cache Creek off of Lot 4 to wholly within the public right-of-way, which project was known as Cache Creek Tube Phase 2C; and

WHEREAS, RLC, in partnership with the Land Trust, desire to re-establish a diversion of Cache Creek to Lot 4 to supply water to the water feature within the Genevieve Greenspace by constructing certain improvements within the public right-of-way ("Greenspace Diversion Improvements"); and

WHEREAS, Land Trust and TOJ have both hired Jorgensen Associates to coordinate the design of the Cache Creek Tube Phase 2D ("CCT2D Project") and the Greenspace Diversion Improvements, both of which are proposed along a common alignment within East Broadway Avenue and Bruun Boulevard, on the premise that there are considerable cost savings and reduced public impacts for both parties if the TOJ constructs the Greenspace Diversion Improvements as part of its CCT2D Project and is reimbursed for the construction by the Land Trust; and

WHEREAS, TOJ issued an advertisement for bids and received bids for the CCT2D Project including the Greenspace Diversion Improvements, Town Project #20-18, and awarded the project to Westwood Curtis Construction ("Contractor");

WHEREAS, TOJ hired Jorgensen Associates to administer and manage the CCT2D Contract ("Construction Administrator") pursuant to a contract ("Construction Administration Contract");

WHEREAS, the Construction Administrator's fee to administer the Greenspace Diversion Improvements is estimated to be \$7,500 ("Construction Administration Fee");

WHEREAS, TOJ and Land Trust acknowledge that Land Trust is not a party to the Construction Administration Contract and will not be a party to the contract with the Contractor for the CCT2D Project; and

WHEREAS, TOJ and Land Trust wish to have TOJ direct and manage the installation of the Greenspace Diversion Improvements with the Construction Administrator while the Contractor is performing the work for TOJ and to have Land Trust reimburse TOJ for the cost of the Greenspace Diversion Improvements and for the Construction Administrator's fee to administer the Greenspace Diversion Improvements; and

WHEREAS, the plans for the CCT2D Project, including the Greenspace Diversion Improvements within East Broadway Avenue and Bruun Boulevard public rights-of-way, are attached hereto as **Exhibit A** and incorporated herein by this reference ("Plans and Details") and will be incorporated into the contract entered into between the Contractor and TOJ for the CCT2D Project (the "CCT2D Contract"). The portion of the CCT2D Contract that will be attributable to the Greenspace Diversion Improvements is \$ 89,725.25 as documented on attached **Schedule 1**; and

WHEREAS, TOJ and Land Trust wish to have Land Trust submit One Hundred Twenty-Five Percent (125%) of the combined cost of the Greenspace Diversion Improvements and the Construction Administration Fee to the Escrow Holder to be held pursuant to this Agreement for the duration of the installation of the Greenspace Diversion Improvements to secure the Land Trust's obligation to reimburse TOJ for the costs associated therewith; and

WHEREAS, the 125% of the combined cost of the Greenspace Diversion Improvements and the Construction Administration Fee shall be the maximum cost to the JHLT and JHLT's prior written approval is required for any changes in cost that will exceed said 125%.

WHEREAS, TOJ and Land Trust wish to confirm the terms and conditions of the escrow and release thereof all in accord with the terms and conditions of this Agreement; and

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and other good and valuable consideration, the receipt of which is hereby acknowledged, Land Trust, TOJ and the Escrow Holder do mutually covenant and agree as follows:

AGREEMENT

1. Escrowed Funds.

a. Deposit of Funds into Escrow. Within forty-eight hours of the Effective Date of this Agreement, Land Trust shall deposit into escrow with Escrow Holder the sum of \$121,531.56 (which sum shall be referred to herein as the "Funds").

b. Escrow Account. Land Trust and TOJ hereby instruct Escrow Holder to hold the Funds in escrow according to the instructions and pursuant to the agreement between TOJ and Land Trust, all as provided in this Agreement.

2. Agreement to Install Greenspace Diversion Improvements. TOJ agrees to engage the Contractor to install the Greenspace Diversion Improvements in accordance with the Plans and Details attached hereto and to perform such inspections and obtain such warranties according to the CCT2D Contract. Land Trust agrees to provide for field observation by its engineer and to certify that the Greenspace Diversion Improvements are installed to the Plans and Details in conjunction with the Construction Administrator. TOJ agrees to provide oversight and control of the Greenspace Diversion Improvements through the Construction Administrator. Any changes to the Plans and Details shall be coordinated with the Construction Administrator. Changes to cost or schedule require TOJ approval in accordance with the CCT2D Contract.

If Land Trust finds that the Greenspace Diversion Improvements do not pass testing and that failure is due to defects in materials or workmanship according to the Plans and Details and/or CCT2D Contract and while the Greenspace Diversion Improvements are under the warranty of the CCT2D Contract, the TOJ will manage the Contractor performing repairs and the Land Trust shall pay for the cost of such Contractor administration. The cost of contractor administration for repairs explicitly excludes the cost of the repairs. TOJ agrees to diligently pursue any warranty claims for the Greenspace Diversion Improvements during the period of warranty under the CCT2D Contract. Any defects in materials or workmanship claimed after the warranty provided for in the CCT2D Contract are at the sole cost of Land Trust.

RLC agrees to allow Contractor, Construction Administrator, and TOJ access to Lot 4 for the construction of the Greenspace Diversion Improvements.

Prior to completion of the CCT2D Project, RLC and TOJ will execute a Private Utility Easement for the Greenspace Diversion Improvements that memorializes RLC's ownership of and its maintenance, repair, replacement, and like obligations for such Improvements.

3. Release of Funds to Pay Invoices Related to Greenspace Diversion Improvements. Land Trust and TOJ hereby agree that the Funds shall be used to pay for the costs incurred by TOJ for the Greenspace Diversion Improvements and the Construction Administration Fee in accordance with the CCT2D Contract and the Construction Administration Contract, respectively. As applications for payment are made by the Contractor to the TOJ in accordance with the CCT2D Contract, TOJ shall submit to Land Trust a voucher specifying whether the Contractor application for payment is consistent with the CCT2D Contract or, if it differs, an explanation of any differences between the CCT2D Contract and the actual charges for the work performed. As invoices are made by the Construction Administrator to the TOJ in accordance with the Construction Administration Contract, TOJ shall submit to Land Trust a voucher specifying that the Construction Administrator invoice is consistent with said contract. Within Five (5) business days, Land Trust shall review the voucher and approve the release of that portion of the Funds from the escrow to TOJ or notify the TOJ why the voucher was not approved. Land Trust shall submit such approved vouchers to Escrow Holder and instruct Escrow Holder to issue a check within ten (10) business days to TOJ from the Funds in the amount reflected on the approved voucher. Land Trust may withhold approval of such vouchers only if, and to the extent, vouchers are submitted for portions of the Greenspace Diversion Improvements that have not actually been performed or if the costs therefore are higher than the CCT2D Contract or the Construction Administration Contract without explanation that is reasonably acceptable to Land Trust, at which time either party may file a dispute according to section 7.a.

4. Shortfall in Funds. In the event vouchers for the Greenspace Diversion Improvements and Construction Administration Fee submitted by TOJ exceed the amount of the Funds and such costs exceed CCT2D Contract and/or the Contract Administration Contract by no fault of TOJ or the Contractor, Land Trust shall be liable to pay such excess amounts. In the event adequate monies are not available from the Funds to pay a voucher submitted to Escrow Holder hereunder, Escrow Holder shall notify TOJ and Land Trust of such shortfall. No later than three (3) business days after said notification, Escrow Holder shall disburse whatever of the Funds remain to TOJ to pay the last voucher provided. Escrow Holder shall have no further liability thereafter.

5. Completion of Greenspace Diversion Improvements, with Funds Remaining in Escrow. In the event that all vouchers for the Greenspace Diversion Improvements and the Contract Administration Fee have been submitted by TOJ and TOJ notifies Escrow Holder and Land Trust that the Greenspace Diversion Improvements and the Contract Administration Fee are completed, and there are funds remaining in the escrow account, the Escrow Holder shall, within ten (10) business days of notice of completion disburse the Funds for all outstanding approved vouchers to TOJ and any remaining Funds to Land Trust.

6. Closing of Escrow. Upon the distribution of all Funds, Escrow Holder shall close the escrow created by this Agreement.

7. Miscellaneous.

a. Dispute Between TOJ and Land Trust. If a dispute arises and Escrow Holder receives written notice of such dispute from either TOJ or Land Trust, or receives inconsistent instructions from TOJ and Land Trust, Escrow Holder shall hold the Funds in its escrow account until TOJ and Land Trust agree in writing as to its disposition.

b. Attorneys' Fees and Expenses in the Event of Dispute. If any dispute between TOJ and Land Trust with respect to this Agreement results in litigation or other proceedings, the prevailing party shall be reimbursed for all of its reasonable costs and expenses by the party not prevailing, including, without limitation, reasonable attorneys and experts' fees and costs incurred in connection with such litigation or other proceeding and/or any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the prevailing party. The provisions of this paragraph shall survive any termination of this Agreement.

c. Payment of Escrow Fee. Land Trust agrees to pay Escrow Holder an escrow fee in the amount of Five Hundred Dollars (\$500.00), which shall be paid by Land Trust when the Funds are submitted to escrow.

d. Escrow Holder's Agreement. Escrow Holder agrees to act in strict accordance with this Agreement.

e. Indemnity. The parties hereto agree to indemnify and hold the Escrow Holder harmless from and against all liability, costs (including attorney's fees), expenses, claims, damages and/or losses incurred by or asserted against Escrow Holder and arising in connection with or related to this Agreement and/or Funds, except for liability, claims, costs, expenses damages or

losses arising as a result of gross negligence or willful misconduct of the Escrow Holder. The liability of the Escrow Holder is limited only to account for the Funds which come into its possession.

f. Delays, Errors. The Escrow Holder shall not be liable to any party for loss or damage caused by, related to, or following as a consequence from delays in disbursement which are caused by the reasonable periods of time required for Escrow Holder to obtain any authorizations and consents from the parties which these instructions require in the opinion of the Escrow Holder. Escrow Holder shall not be liable for any loss or damage resulting from default, error, action or omissions of any other person, firm or corporations, nor for any loss or damage resulting from the expiration of any time limit or other delay not solely caused by failure of Escrow Holder to proceed in its ordinary course of business. Escrow Holder shall not be liable for any loss or damage whatsoever, not solely and directly caused by Escrow Holder's own negligence.

g. Dispute Resolution: In the event of a dispute between the parties regarding the disbursement of the Funds, or in the event Escrow Holder received inconsistent demands or instructions regarding the Escrow Funds, Escrow Holder may refuse to make any further disbursement of funds pending resolution to the dispute.

h. No Assurance: TOJ and Land Trust hereby acknowledge that Escrow Holder's only obligations under this Agreement is to hold and disburse the Funds and provide notices pursuant to this Agreement.

i. Notice. Any notice required to be given hereunder shall be provided to the parties by e-mail and shall be deemed given upon transmission of e-mail with read receipt to the following addresses and numbers:

If to Land Trust:

Liz Long at lizlong@jhlandtrust.org and
Derek Schaefer at derek@jhlandtrust.org

With copy to:

Amberley Baker at Amberley@wyliebaker.com

If to TOJ:

Town Clerk, Sandra P. Birdyshaw at sbirdyshaw@jacksonwy.gov

With copies to:

Lea Colasuonno at lcolasuonno@jacksonwy.gov and Brian Lenz at
engineer@jacksonwy.gov

If to Escrow Holder:

Liz Jorgenson at ejorgenson@wyomingtitle.com

Any of the parties hereto may change their notice addresses by e-mail notice to all other parties of this Agreement.

j. Entire Agreement. It is further understood and agreed between the parties that this Agreement constitutes the entire agreement between Escrow Holder and the other parties hereto regarding disbursement procedures and requirements and the duties and obligations of Escrow Holder and supersedes and all other agreements, whether written or verbal, as they relate to the escrowing of the Funds for the Greenspace Diversion Improvements and Construction Administration Fee.

k. Conflict of Laws; Venue. This Agreement shall be governed by the laws of the State of Wyoming and any question arising hereunder shall be construed or determined according to such laws. Venue for any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Teton, State of Wyoming, and each party hereto expressly waives its right to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

l. Governmental Immunity. TOJ does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

m. Amendment. No amendment of this Agreement shall be effective unless in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

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

By: _____
Hailey Morton Levinson, Mayor

Attest: _____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING

)ss.

COUNTY OF TETON

The foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson this ____ day of _____, 2021.

Witness my hand and official seal.

Notary Public
My commission Expires:

STATE OF WYOMING

)
)ss.
)

COUNTY OF TETON

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw as Town Clerk of the Town of Jackson this ____ day of _____, 2021.

Witness my hand and official seal.

Notary Public
My commission Expires:

LAND TRUST:

By: _____

Max Ludington, the President of the Jackson Hole Land Trust

ACKNOWLEDGMENT

STATE OF WYOMING

)
) ss.
)

COUNTY OF TETON

The foregoing instrument was acknowledged before me by Max Ludington, President of the Jackson Hole Land Trust, a Wyoming nonprofit corporation, this ____ day of _____, 2021.
Witness my hand and official seal.

Notary Public

My commission Expires:

RLC:

By: _____

ACKNOWLEDGMENT

STATE OF WYOMING

)
) ss.
)

COUNTY OF TETON

The foregoing instrument was acknowledged before me by _____, President of the Rendezvous Lands Conservancy, a Wyoming nonprofit corporation, this ____ day of _____, 2021.

Witness my hand and official seal.

Notary Public

My commission Expires:

ESCROW HOLDER

Wyoming Title & Escrow

By: _____

Name: _____

Title: _____

Dated: _____

ACKNOWLEDGMENT

STATE OF WYOMING

)
) ss.
)

COUNTY OF TETON

The foregoing instrument was acknowledged before me by _____ as _____
_____ of Wyoming Title & Escrow this _____ day of _____
_____, 2021.

Witness my hand and official seal.

Notary Public

My commission expires: _____



SCHEDULE 1

Town of Jackson

Cache Creek Tube Realignment

Phase 2D



Jackson Hole Land Trust Cost Share Calculations - WITH CONTRACTOR BID NUMBERS

Cache Creek Remnant Bypass Pipe

Cache Creek Tube Realignment, Phase 2D

Date: 30 December 2020 By: BSi, TK

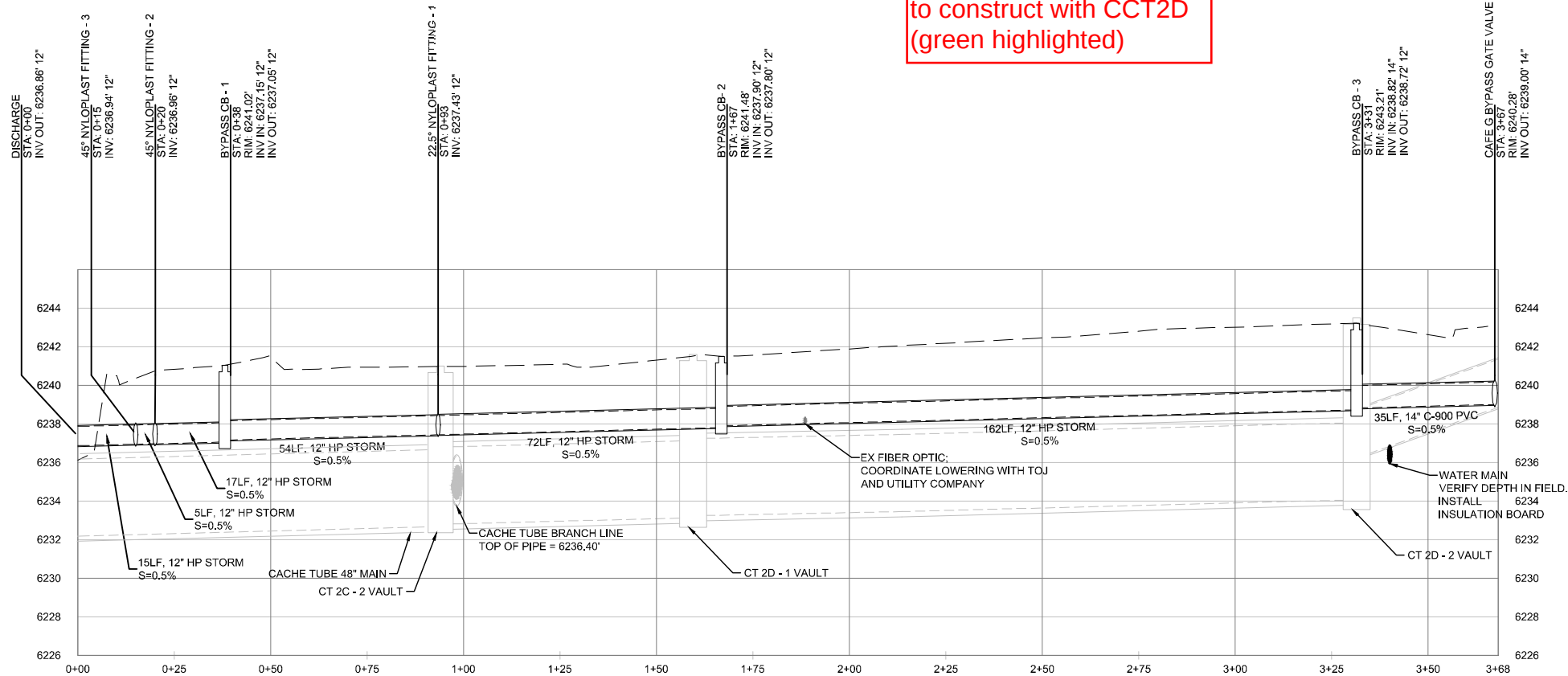
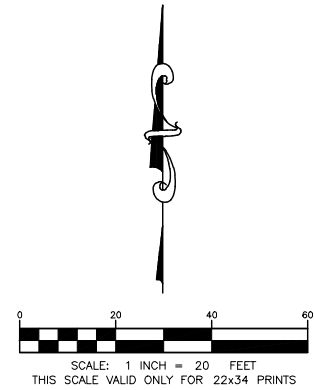
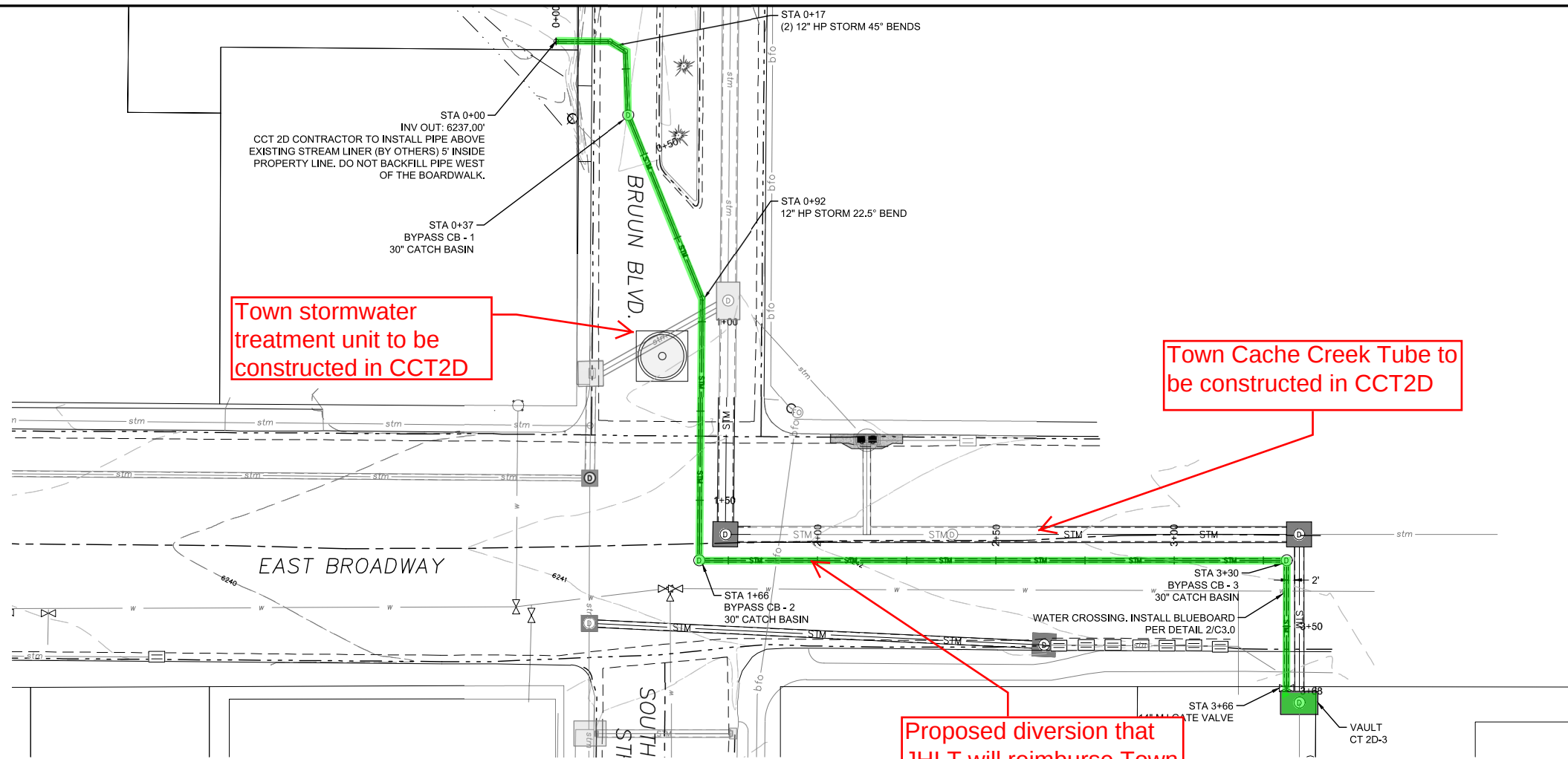
JHLT
TOJ
Shared

No.	Description	Quantity	Unit	Unit Price	Total Price
STORM DRAIN					
1	48" SaniTite HP Storm Drain Pipe	228	LF	\$250.00	\$57,000.00
2	30" SaniTite HP Storm Drain Pipe	47	LF	\$170.00	\$7,990.00
3	24" HP Storm Drain Pipe	154	LF	\$120.00	\$18,480.00
4	12" HP Storm Drain Pipe	330	LF	\$71.00	\$23,430.00
5	14" C-900 Storm Drain Pipe	36	LF	\$100.00	\$3,600.00
6	Storm Drain 6' x 6' Vault CT 2D-1	1	EA	\$9,180.00	\$9,180.00
7	Storm Drain 6' x 6' Vault CT 2D-2	1	EA	\$10,100.00	\$10,100.00
8	Storm Drain 6' x 10' Vault CT 2D-3	1	EA	\$13,000.00	\$13,000.00
9	Storm Drain 4' x 4' Vault CT 2D-4	1	EA	\$6,000.00	\$6,000.00
10	Storm Drain 6' x 6' Vault CT 2D-5	1	EA	\$7,500.00	\$7,500.00
11	Storm Drain 30" Dia. Bypass Catch Basins -1, 2, 3	3	EA	\$1,800.00	\$5,400.00
12	Storm Drain 2' x 6' CT 2D - Inlet 1	1	EA	\$4,750.00	\$4,750.00
13	Storm Drain Bypass 22.5° Fitting	1	EA	\$290.00	\$290.00
14	Storm Drain Bypass 45° Fitting	2	EA	\$350.00	\$700.00
15	48" x 48" X 24" SaniTite HP Storm Tee	1	EA	\$3,850.00	\$3,850.00
16	14" MJ Gate Valve w/ Valve Box and Collar	1	EA	\$7,250.00	\$7,250.00
17	Connect to Existing Vault CT 2C-2	1	EA	\$1,880.00	\$1,880.00
18	Remove Existing Structures; [8], [10], [13]	3	EA	\$700.00	\$2,100.00
19	Removal of Existing RCP	150	LF	\$29.00	\$4,350.00
20	Plug Existing Structure [12]	1	EA	\$1,400.00	\$1,400.00
21	Wall Patch Vault CT 2C-2	1	EA	\$3,170.00	\$3,170.00
22	Stormwater Treatment Unit, Complete	1	EA	\$77,420.00	\$77,420.00
SITE WORK					
23	Asphalt Removal	16,000	SF	\$1.35	\$21,600.00
24	Subgrade Preparation	16,000	SF	\$1.05	\$16,800.00
25	Geotextile Fabric	16,000	SF	\$0.75	\$12,000.00
26	Crushed Base Grading 'W'	660	TON	\$38.50	\$25,410.00
27	Subbase - Pit Run Import	1,270	TON	\$28.50	\$36,195.00
28	Asphalt Pavement; 4" Depth	460	TON	\$181.00	\$83,260.00
29	Concrete Removal	2,000	SF	\$4.10	\$8,200.00
30	Concrete Headwall Removal, Remove and Plug 24"	1	EA	\$5,500.00	\$5,500.00
31	Concrete Sidewalk	825	SF	\$15.00	\$12,375.00
32	Concrete Valley Gutter	600	SF	\$17.50	\$10,500.00
33	Concrete Curb and Gutter	400	LF	\$55.00	\$22,000.00
34	Remove and Replace Boardwalk	250	SF	\$8.00	\$2,000.00
35	Restore Landscape Buffer Strip - Topsoil and Sod	800	SF	\$14.00	\$11,200.00
36	Remove Trees and Repalce - 4" Caliper Aspen	2	EA	\$1,000.00	\$2,000.00
37	Street Sign Removal and Replacement	7	EA	\$300.00	\$2,100.00
38	Install New Sign Post, attach Stop and Street Sign	1	EA	\$250.00	\$250.00
39	Striping - Stop Bars; 12" x 30'	3	EA	\$600.00	\$1,800.00
40	Striping - Cross Walk Bars; 18" x 8'	25	EA	\$240.00	\$6,000.00
41	Striping - Line Striping; Yellow, White; 4" Width	325	LF	\$5.00	\$1,625.00
42	Striping - Curb Painting; Red	275	LF	\$9.60	\$2,640.00
43	Striping - Bike Lane, Turn Arrow Symbols	6	EA	\$250.00	\$1,500.00
44	Remove Abandoned Power Pole	1	EA	\$1,000.00	\$1,000.00
45	Elk Refuge Headgate Structure and Site Work	1	LS	\$23,200.00	\$23,200.00
46	Site Clean Up	1	LS	\$2,000.00	\$2,000.00
MISCELLANEOUS ITEMS					
47	Exploratory Excavation	12	HR	\$310.00	\$3,720.00
48	Utility Trenching	70	LF	\$20.00	\$1,400.00
49	Flowfill	30	CY	\$250.00	\$7,500.00
50	Rigid Foam Insulation, 4" Thick	20	LF	\$18.00	\$360.00
51	Unsuitable Trench Excavation and Replacement	160	CY	\$70.00	\$11,200.00
52	Type 2 Bedding	50	CY	\$60.00	\$3,000.00
53	Traffic and Access Control	1	LS	\$4,500.00	\$4,500.00
54	Force Account	1	LS	\$20,000.00	\$20,000.00
55	Mobilization	1	LS	\$33,400.00	\$33,400.00

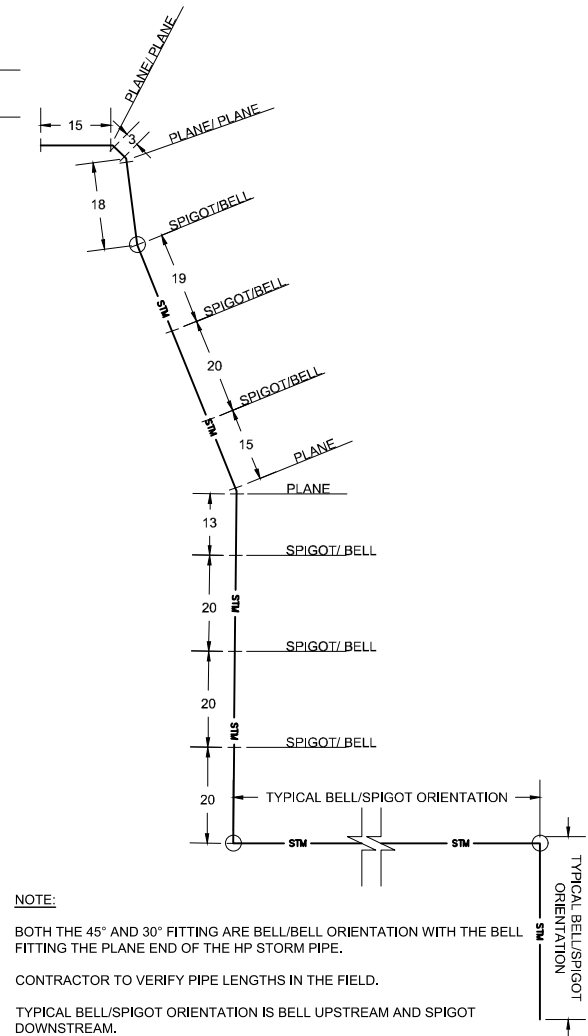
CONSTRUCTION COST PROJECT TOTAL \$665,075.00

Notes:

JHLT Cost Share Amount		
TOJ		
TOJ		
TOJ		
330	\$23,430.00	Measured
36	\$3,600.00	Measured
TOJ		
TOJ		
1	\$13,000.00	Measured
TOJ		
TOJ		
3	\$5,400.00	Measured
TOJ		
1	\$290.00	Measured
2	\$700.00	Measured
TOJ		
TOJ		
1	\$1,880.00	Measured
1	\$700.00	Measured
TOJ		
TOJ		
TOJ		
TOJ		
1,185	\$1,599.75	Measured
1,185	\$1,244.25	Measured
1,185	\$888.75	Measured
50	\$1,925.00	Measured
90	\$2,565.00	Measured
40	\$7,240.00	Measured
200	\$820.00	Measured
1	\$5,500.00	Measured
30	\$450.00	Measured
25	\$437.50	Measured
32	\$1,760.00	Measured
250	\$2,000.00	Measured
TOJ		
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15%	\$3,480.00	15%
TOJ		
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24.00	\$1,680.00	15%
7.50	\$450.00	15%
15%	\$675.00	15%
15%	\$3,000.00	15%
15%	\$5,010.00	15%
JHLT Cost Share	<u>\$89,725.25</u>	13.5%



=PIPE PROFILE=
JHLT PARK STORM BYPASS
SCALE: HORIZONTAL: 1"=10
VERTICAL 1"=2



NOTE:
BOTH THE 45° AND 30° FITTING ARE BELL/BELL ORIENTATION WITH THE BELL FITTING THE PLANE END OF THE HP STORM PIPE.
CONTRACTOR TO VERIFY PIPE LENGTHS IN THE FIELD.

JHLT PARK BYPASS PIPE CUT DIAGRAM VIEWPORT

STAFF REPORT



Meeting Date:	January 19, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Agreement to Extend the Federal Communications Commission Shot-Clock Deadline	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review an agreement between the Town and AT&T to extend the timeline for the Town's review of AT&T's application to construct small wireless facilities in the Town right-of-way.

Requested Action.

Staff request Council approve the *Agreement to Extend the Federal Communications Commission Shot-Clock Deadline* and authorize the Mayor to sign it.

Recommendations.

Staff recommends approving the Agreement as drafted.

Background.

Under federal law and orders from the Federal Communications Commission municipalities have a prescribed amount of time, ninety days, to review an application to place new small wireless facilities in the right-of-way. That deadline must be adhered to unless the municipality and the applicant agree to extend that deadline.

Analysis.

On October 28, 2020, and in compliance with Town laws and regulations, AT&T applied to place small wireless facilities in the Town right-of-way. The federally-imposed deadline for the Town to make a final decision on the application is January 26, 2021.

While the Town has reviewed the application, some material information is absent from the application. Town staff and AT&T mutually agree a deadline extension in order to give AT&T time to supply the missing information and the Town to, thereafter, review it and render a final decision is beneficial.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Comp Plan Section 4. Town as the Heart of the Region - The Central Complete Neighborhood:

- Concentrating development and activity in the Town, already the community's largest and most Complete Neighborhood, includes enabling and optimizing communications in the Town by "improving the quality of life in Town and the economic stability and service delivery for the entire community."

Section 6. A Diverse and Balanced Economy:

- The Comp Plan envisions “developing a sustainable, vibrant, stable and diversified local economy” with specific goals that include “enhancing tourism as the basis of the economy, encouraging local entrepreneurial opportunities, facilitating viable local businesses, [and] ensuring year-round economic viability.” Developing, maintaining and improving wireless communication infrastructure within the Town are fundamental to each of these goals.

Section 7. Multimodal Transportation:

- Alternative transportation, including rideshare vehicles, bikeshares, and large-scale mass transit is a critical component of the Comp Plan “given our Vision to preserve and protect the ecosystem in order to enhance our community character.” These alternative transportation modes all require wireless communications networks that function seamlessly.

Section 8. Quality Community Service Provision:

- This Comp Plan section opens with the statement that “life-safety, educational, social, cultural and recreational services [are] central to residents’ Quality of Life and a visitor’s experience” and specifically highlights the need for “the efficient, timely, and safe delivery of critical utilities and services, such as police, fire protection, emergency medical treatment, and water and sewer services.” All of these services rely on wireless communication networks to operate.

Fiscal Impact.

None.

Staff Impact.

Approval of this Agreement significantly reduces workload for staff, which includes those in Public Works, Engineering, Planning and Building, and the Legal Department, because by doing so staff will only have to review the incoming material information with respect to the existing, already reviewed application.

Without an extension of the January 26 deadline, the Town of Jackson will deny the existing application, which would require AT&T to submit a full new application, and the Town staff to, thereafter, review that full new application.

Attachments or Links.

The Agreement to Extend the Federal Communications Commission Shot-Clock Deadline.

Suggested Motion.

I move to approve the *Agreement to Extend the Federal Communications Commission Shot-Clock Deadline* and authorize the Mayor to sign it, subject to non-material changes by the Town Attorney.

Agreement to Extend Federal Communications Commission Shot-Clock Deadline

This *Agreement to Extend Federal Communications Commission Shot-Clock Deadline* ("Agreement") is entered into this ____ day of January ____, 2021 between the Town of Jackson, Wyoming ("Town") and New Cingular Wireless PCS, LLC ("AT&T").

Recitals

- A. On October 28, 2020, AT&T submitted application, Application # B20-0354, B20-0355, B20-0356 ("Application"), for the installation of three new small wireless facilities, AT&T Site IDs # IDL07033F_R02, IDL07033_R03, IDL07035_R02, to Town for review.
- B. The Town has not approved or denied the Application.
- C. Under Section 332 of the Federal Telecommunications Act of 1996, and relevant Federal Communication Commission ("FCC") Orders, the Town must review and act on the Application within ninety (90) days from October 28, 2020, plus any applicable tolling period. The parties agree that, absent a tolling period, Town must take final action on the Application by January 26, 2021.

NOW, THEREFORE, the parties agree as follows:

- 1. In the interest of cooperation and to preserve both party's statutory rights, the Town and AT&T agree to extend the FCC shot-clock deadline until 11:59 p.m. on March 1, 2021.
- 2. The parties further agree that no limitations period for any claim related to the timing of the Town's processing of the Application shall commence to run before the passage of the new shot-clock deadline described above.

Agreed:

New Cingular Wireless PCS, LLC

By: _____



Mark Johns, Area Manager, C&E cRAN

Town of Jackson, a Municipal Corporation of the State of Wyoming

By: _____

Hailey Morton Levinson, Mayor

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk

STAFF REPORT



MEETING DATE & TITLE: January 19, 2021, Regular Town Council Meeting

SUBMITTING DEPARTMENT: Planning

PRESENTER: Tyler Valentine

SUBJECT: ITEM P20-185: Sketch Plan for a two-phase development of the property located at 1675 Berger Lane

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATIONS:

A Sketch Plan is required in the Business Park (BP) zone by the Land Development Regulations (LDRs) when the above-ground habitable square footage of a project exceeds 15,000 square feet. In this case the applicant is proposing a total of 24,753 sf which requires a Sketch Plan.

REQUESTED ACTION:

The applicant is requesting approval of a Sketch Plan for a two-phase, light industrial development of the property located at 1675 Berger Lane. Phase I includes an 11,993 sf single-story building (with mezzanines) intended to serve light industrial businesses. Phase I also includes a 2,668 sf housing building consisting of 3 deed restricted affordable housing units. Phase II includes a 12,760 sf single-story building (without mezzanines) intended to serve light industrial businesses.

Staff is requesting to continue this item to the regularly scheduled Town Council meeting on February 1, 2021.

SUGGESTED MOTION:

I move to **continue** this item P20-185 to the regularly scheduled Town Council meeting on February 1, 2021.

STAFF REPORT



MEETING DATE & TITLE: January 19, 2021

SUBMITTING DEPARTMENT: Planning

PRESENTER: Paul Anthony

AGENDA ITEM: P20-166 Subdivision plat for a land division at 808 Upper Redmond Road in the Neighborhood Low Density – 1 (NL-1) zone.

PUBLIC COMMENT: Yes

REQUESTED ACTION:

Staff is requesting that the proposed Subdivision Plat for a 2-lot subdivision at 808 Upper Redmond Road be continued to the Council's meeting on February 1, 2021.