

Special Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

December 6, 2021

1:30 PM

Streamed via Swagit and Zoom

Chair: Natalia Macker

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/85040931172>

If the link does not work, join at zoom.com with Webinar ID **850 4093 1172**

or join by phone **1.669.900.6833** with Webinar ID **850 4093 1172**

II. CALL TO ORDER AND ROLL CALL

(Town and County will convene for volunteer board interviews before joining the above Zoom link at 2:30 p.m. – see note for item II)

III. JOINT VOLUNTEER BOARD INTERVIEWS

A. Pathways Taskforce

B. START Board

IV. 2:30 P.M. – WORKSHOP: TC Behavioral Health Needs Assessment

V. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. As a general practice, the Electeds will not hold discussion or debate these comments. Nor will they make any decisions on items presented during this time but rather refer items to staff for follow-up. If you would like to communicate with the Electeds during the meeting, please address them during open public comment, when public comment is called for on a specific item, or send an email to commissioners@tetoncountywy.gov and electedofficials@jacksonwy.gov. If you join the meeting via Zoom phone call and wish to make public comment, please dial *9.

VI. CONSENT CALENDAR

A. Minutes

1. October 25, 2021

2. November 1, 2021

VII. DISCUSSION AND/OR POSSIBLE ACTION ITEMS

A. First/Last Deposit Program Pilot (30 Minutes, April Norton)

B. Timing of Next SPET Election (30 Minutes, Larry Pardee and Alyssa Watkins)

C. Executive Session – As Needed for Volunteer Board Appointments (Pursuant to WY Statute §16-4-405(a)(ii), to consider appointments of Board Members as Public Officers)

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

VIII. MATTERS FROM COUNCIL, COMMISSIONERS, AND STAFF

- A. Change date of January 3 JIM to January 10

IX. PROPOSED AGENDA ITEMS FOR UPCOMING JIMs

- A. Jan 10, 2022 - Future Funding for Town/County
- B. Jan 10, 2022 – Deed Restriction Template Updates (30 minutes, April Norton)

X. ADJOURN

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



JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Joint Affordable Housing

PRESENTER: April Norton

MEETING DATE: December 6, 2021

SUBJECT: First / Last / Deposit Program Pilot

STATEMENT/PURPOSE

The Board of County Commissioners ("Board") and Town Council ("Council") will consider a Contract for Services with One22 Resource Center to administer the First / Last / Deposit Program Pilot for qualifying individuals and families.

BACKGROUND/ALTERNATIVES

Annually, the Housing Director presents a Housing Supply Plan ("HSP") that is a rolling five-year plan for Affordable and Workforce housing to the Board and Council. The Board and Council approved the 2021 HSP at the May Joint Information Meeting.

The 2021 HSP proposes a First / Last / Deposit Program Pilot to assist members of the local workforce in securing safe, stable, affordable rental housing. The HSP states that:

- 1) This pilot program will be a collaborative effort with community stakeholders.
- 2) The program will launch Fall 2021.
- 3) The budget for the program pilot is \$50,000.

Since the approval of the 2021 HSP, staff has been working with One22 Resource Center and other stakeholders to refine the pilot program so that it can meet the current community needs and utilize existing programmatic structures if possible.

Today, staff proposes a Contract for Services with One22 Resource Center to implement the First / Last / Deposit Program Pilot. For this program's purposes, the pilot phase will last until May 31, 2022, or when the funding has been spent, whichever occurs first. The program will provide funding to households seeking to secure stable, affordable housing. The households will use the funding to pay a portion of the up-front costs to rent the unit, including the first month's rent, last month's rent, and deposit(s).

Proposed program guidelines:

- I. Households may only apply for the Program one time in a given calendar year (January-December).
- II. Household eligibility:
 - a. Local Employment. At least one person in the household must have worked a minimum of 30 hours per week for a local business, for at least one year prior to applying for the Program, and at least one person in the household must currently work a minimum of 30 hours per week for a local business.
 - b. Income. The household must earn less than 120% of the Median Family Income.
 - c. Rent. Monthly rent that the prospective landlord will charge to the household may not exceed 45% of the household's monthly income, nor may rent be less than 20% of the household's monthly income.
- III. Retired Households.
 - a. Local Employment. A retired household must have worked a minimum of 30 hours per week for a Local Business for at least two years prior to reaching retirement age.
 - b. Local Residency. A retired household must have lived in Teton County, Wyoming for at least one year prior to applying for funding.
- IV. Disabled Households.

- a. Local Employment. Local employment requirements are waived for a household on disability.
 - b. Local Residency. A household on disability must have lived in Teton County, Wyoming for at least one year prior to applying for funding.
- V. Administrator shall accept applications on a rolling basis until, the sooner of, all funds being expended or May 31, 2022.
- VI. Use of Funds. The maximum amount a household may be awarded is 70% of the total initial cost to rent the residence. The term “initial cost” includes, only:
 - a. First month’s rent.
 - b. Last month’s rent.
 - c. Security deposit.
 - d. Pet deposit.
- VII. Award Amounts.
 - a. Administrator may award a maximum of \$3,000 to households without dependents.
 - b. Administrator may award a maximum of \$6,000 to households with dependents.
- VIII. Application Requirements.
 - a. All households will apply for funding through the Administrator. Administrator will confirm applicant eligibility for the program by utilizing the Application attached hereto as Appendix 1:
 - b. The Board reserves the right to amend the Application and application requirements upon 48-hour notice to the Administrator.
- IX. Payment Directly to Landlords. Administrator shall issue payment of award funds directly to landlords and shall specify the dollar value of such award being paid toward rent and the dollar amount being paid toward deposit.
- X. Return of Deposits. Landlords shall return deposits to household (tenant).
- XI. Repayment Requirement. Households that engage in any of the following will be required to repay all funding received through the Program:
 - a. The securing of funding by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process.

One22 Resource Center will be responsible for making funding decisions, ensuring households meet the minimum requirements, and providing a detailed program report once the pilot phase is complete. The pilot phase will begin December 7, 2022, and end May 31, 2022, or when funding is spent, whichever is sooner.

COMPREHENSIVE PLAN ALIGNMENT

- Jackson/Teton County Comprehensive Plan Common Value Three: Quality of Life
- Jackson/Teton County Workforce Housing Action Plan
 - Initiative 2A: Prioritize lower-income, year-round housing
 - Initiative 2D: Provide public technical assistance for housing providers

STAKEHOLDER ANALYSIS

Stakeholders include local taxpayers, households seeking assistance, One22 Resource Center, and local employers.

FISCAL IMPACT

The Contract for Services with One22 Resource Center is for \$50,000 and covers costs associated with establishing and implementing the program (\$10,000 set up and administration, \$40,000 awards). The funds for this program will come from the Jackson/Teton County Housing Authority Housing Supply account.

STAFF IMPACT

The Housing Director will continue to coordinate with One22 on the program implementation and reporting. Town and County Legal spent time drafting the contract.

LEGAL REVIEW

A. Moore & Lea Colasuonno

ATTACHMENTS

- Contract for Services for First / Last / Deposit Program Pilot with One22 Resource Center

- Rent Financial Relief Application Form

RECOMMENDATION

Staff recommends approving the Contract for Services.

SUGGESTED MOTION

Both Town and County:

I move to direct and authorize the Jackson Teton County Housing Authority Board to execute the Contract for Services for the First / Last / Deposit Program Pilot with One22 Resource Center, as presented in the draft attached to this staff report.

**CONTRACT FOR SERVICES BETWEEN
ONE22 RESOURCE CENTER
AND
THE JACKSON TETON COUNTY HOUSING AUTHORITY BOARD**

This Contract for Services Between One22 Resource Center and The Jackson/Teton County Housing Authority Board ("**Agreement**") is made and entered between the Jackson/Teton County Housing Authority Board ("**Board**"), a Wyoming joint power board with its principal address as P.O. Box 714 Jackson, Wyoming 83001, and One22, Inc. ("**Administrator**"), a Wyoming non-profit corporation with its mailing address as P.O. Box 1232 Jackson, WY 83001 and its Principal Office at 170 N. Glenwood. Jackson, Wy 83001.

WHEREAS, Teton County, Wyoming and the Town of Jackson, Wyoming continue to experience a significant shortage of safe and sanitary dwelling accommodations available to persons of low income at prices they can afford.

WHEREAS, Administrator is a private, non-profit 501(c)(3) organization incorporated in the State of Wyoming as a public benefit corporation organized exclusively for charitable and educational purposes with its primary emphasis on acting as a liaison and clearinghouse for and with other providers in the community of charitable services to deserving persons, screening such persons and making appropriate referrals to other providers.

WHEREAS, Wyo. Stat. § 15-10-101(a)(ii)(C) states that the Housing Authority may provide, or assist in providing by any suitable method decent, safe and sanitary housing and related facilities to persons of low income.

WHEREAS, Administrator and Board mutually desire to have Administrator, pursuant to the terms and conditions hereof and the scope of services set forth in Exhibit A, administer the Jackson / Teton County Housing Department's First/Last/Deposit Pilot Program ("**Program**") for the Board, which Program will provide funding to Qualified Households seeking to secure stable, affordable housing.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

ARTICLE I – RESPONSIBILITIES AND UNDERSTANDINGS

A. Administrator hereby agrees to:

1. Award funds for the Program in strict conformity with the terms and conditions hereof and Exhibit A, incorporated herein by this reference.
2. Perform all duties and obligations in strict conformity with the terms and conditions hereof.
3. Be fully qualified under state and federal law to perform the duties and obligations of this Agreement for the purposes identified herein.
4. Award a minimum of 80% of the funds provided pursuant to this Agreement, a minimum dollar amount of \$40,000, directly to Program applicants.
5. Utilize a maximum of 20% of the funds provided pursuant to this Agreement, a maximum dollar amount of \$10,000, for Administrator's administration costs.
6. Provide appropriate supervision for employees and volunteers and ensure accountability for their performance in activities associated with this Agreement.
7. Assume any and all liability in the event of negligence by its employees or volunteers engaged in activities

associated with this Agreement.

8. Establish job descriptions consistent with paragraph D of this Article and prioritized work plans to achieve the purposes of this Agreement.
9. Should Administrator expend funds in violation of the terms and conditions herein, including those set forth in Exhibit A, Administrator shall reimburse the Board such funds.
10. Provide a final program report that, at a minimum, includes:
 - a. Demographic information for households served.
 - b. A financial report specifying how the \$50,000 was expended, including how many households were served, the proportion of award dollars spent on deposits versus monthly rent, what percentage of initial cost the maximum dollar amounts covered, how many households applied, how funds used for on administration costs were spent, and further details as may be reasonably requested by the Department.
 - c. A narrative discussing what worked well and what did not work well and why, and
 - d. A narrative description of proposed improvements to the Program.

This report will be submitted on, the sooner of, June 30, 2022 or within 30 days of the expenditure of all funds.

B. Board, or their designee, hereby agrees to:

1. Provide \$50,000 for the administration and implementation of this Agreement consistent with the activities authorized or contemplated under this Agreement.
2. On a monthly basis, review program progress with the Administrator.

C. Employees and Volunteers

1. Any employees hired by Administrator shall solely be employees of Administrator and shall have no employment relationship with Board. All discipline and hiring/firing decisions shall be the exclusive decisions of Administrator.
2. Any volunteers of Administrator shall solely be volunteers of Administrator and shall have no employment or volunteer relationship with Board.

D. Scope of Work

1. All work shall be carried out in accordance with and pursuant to Exhibit A.

ARTICLE II– TERM OF AGREEMENT

Unless terminated earlier pursuant to Article III of this Agreement or extended by mutual agreement of the Parties in writing, this Agreement shall be effective as of the date of the last signature set forth below and will remain in effect until, the sooner of, all funds being expended or May 31, 2022.

ARTICLE III – TERMINATION AND EXPIRATION

A. Termination

Either Party may terminate this Agreement for any reason and at any time upon fifteen days' written notice. Neither party shall be liable to the other for any damages, costs, or claims in the event of termination.

B. Disposition of Assets in the Event of Termination or Expiration of the Agreement

1. Upon termination or expiration of this Agreement, or cessation of Administrator's operations for any reason(s), all unexpended funds shall be transferred to the Board immediately.
2. Nothing herein shall prevent Administrator from satisfying allowable outstanding obligations reasonably incurred in association with this Agreement prior to its date of termination or expiration.
3. Nothing herein is intended to conflict with applicable state law governing non-profit dissolution and asset

disposition.

ARTICLE IV – KEY OFFICIALS

Key Officials are essential to ensure effective coordination and communication between the Parties and the work being performed under this Agreement. They are:

1. For the Board: Jackson / Teton County Housing Department Director, April Norton
2. For Administrator: One 22 Resource Center Executive Director, Sharel Lund

ARTICLE V – LIABILITY AND INSURANCE

A. Liability and Insurance Coverage

Administrator shall procure legally required workers' compensation insurance and comprehensive general liability insurance from a responsible company or companies, and shall provide proof of liability and insurance coverage to the Board upon request. Administrator shall be solely responsible for the actions, negligence, bad acts, safety, and injuries to their employees and to their volunteers. Board owes no duty nor are they in any way responsible for the employees and volunteers of Administrator.

ARTICLE VI – FINANCIAL MANAGEMENT

- A. Administrator will maintain accounting books and records under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles.
- B. Administrator will permit Board or its designee to verify and audit any financial records from the books, correspondence, memoranda and/or other records of Administrator specifically related to this Agreement during the term of this Agreement and for such time thereafter as may be necessary to verify that the funds obligated under this Agreement have been appropriately expended. This provision shall survive termination and expiration.
- C. Administrator will ensure that funds provided under this Agreement are not commingled with other funds held or managed by Administrator via an accounting system that independently tracks and distinguishes funds provided under this Agreement from such other funds.
- D. Upon request, Administrator will provide Board a report setting forth the use of funds, used and/or available to Board as a result of this Agreement. This provision shall survive termination and expiration of this Agreement.

ARTICLE VII – MISCELLANEOUS CLAUSES

- A. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to local, state, and federal laws and regulations.
- B. Extension, Renewal, Modification: This Agreement may only be extended, renewed, or amended by written, mutual consent of the parties hereto.
- C. Waiver: Failure to enforce any clause of this Agreement by either party hereto shall not constitute waiver of that clause. Waivers must be expressed and evidenced in writing.
- D. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- E. Non-Exclusive Agreement: This Agreement in no way restricts either Board or Administrator from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- F. Partial Invalidity: If any provision of this Agreement or the application thereof to either party hereto or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties hereto or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- G. Non-Discrimination in Employment: No discrimination shall be made in the employment of persons to perform services under this Agreement. Specifically, Administrator agrees that it will foster, maintain, and promote equal employment opportunities; shall select employees on the basis of applicants' qualifications and without regard to age, sex, sexual orientation, gender identity, genetics, race, marital status, color, creed, religion, physical handicap (as defined in the General Statutes of the State of Wyoming), or national origin; and that applicants with a disability shall be given consideration with other applicants for positions in which their disability does not represent an unreasonable barrier to satisfactory performance of duties in accordance with the Americans with Disabilities Act.
- H. Non-Discrimination in Awarding Funds: Administrator agrees that it will foster, maintain, and promote equal opportunities; shall select applicants on the basis of applicants' qualifications and without regard to age, sex, sexual orientation, gender identity, genetics, race, marital status, color, creed, religion, physical handicap (as defined in the General Statutes of the State of Wyoming), or national origin; and that applicants with a disability shall be given equal consideration with other applicants in accordance with the Americans with Disabilities Act.
- I. Government Immunity: Board does not waive its immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- J. No Agency: The parties hereto understand and agree that each is an independent entity engaged in the operation of its own respective business, that neither party shall be considered the agent, master, or servant of the other for any reason or purpose, and that neither has any general authority to enter into any contract, assume obligations, or make any warranties or representations on behalf of the other.
- K. Assignment: Administrator shall not assign its rights under the terms of this Agreement without the express written approval of Board.
- L. Third Party Beneficiary: The parties hereto do not intend to create in any other individual or entity the status of third-party contract beneficiary, and this Agreement shall not be construed to create such status.
- M. Entirety of Agreement: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and agreements, whether written or oral. Where any portion of this Agreement conflicts with Wyoming state statute, state statute shall govern.
- N. Mediation. The parties hereto agree that, should a dispute arise, prior to the filing of any lawsuit, they shall, in good faith, engage in mediation.
- O. Jurisdiction and Venue: The laws of the State of Wyoming shall govern the construction, interpretation, and enforcement of this Agreement. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement, and over the parties hereto, and the venue shall be the Ninth Judicial District, Teton County, Wyoming or the District Court for the District of Wyoming.
- P. Indemnification. Each party hereto shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. Neither party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.
- Q. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided as follows, either by regular mail or delivery in person:

**Jackson/Teton County Housing
Authority Board**
Attn: April Norton
P.O. Box 714
Jackson, WY 83001

One 22 Resource Center

Attn: Sharel Lund
P.O. Box _____
Jackson, WY 83001

ARTICLE VIII – SIGNATURES

IN WITNESS HEREOF, the Parties have executed this AGREEMENT on the date set forth below.

JACKSON/TETON COUNTY HOUSING
AUTHORITY BOARD

ONE22 RESOURCE CENTER

Anne Kent Droppert, Chair

Sharel Lund, Executive Director

Justin Henry, Clerk

EXHIBIT A
SCOPE OF SERVICES

- I. Jackson / Teton County Housing Rules and Regulations
 - a. All terms used herein shall be as defined in the Jackson / Teton County Housing Department Rules and Regulations (“Rules and Regulations”) and all eligibility criteria and conditions shall be consistent therewith.
 - b. Any ambiguity with respect to a term, criteria, or condition shall be determined by, and at the sole discretion of, the Jackson / Teton County Housing Department (“*Department*”).
- II. Application Acceptance and Processing.
 - a. Administrator shall use the application form and required documentation list pre-approved by the Department. Administrator may request changes to said application and/or documentation list, but no change shall take place unless approved by the Department.
 - b. Administrator shall receive, review, and process all applications, and required evidentiary documentation, for the Jackson / Teton County Housing Department’s First/Last/Deposit Pilot Program (“*Program*”) and do so consistent with the terms and conditions herein, and the Rules and Regulations.
- III. Eligibility Criteria. Administrator shall carryout the Program in accordance with the following eligibility criteria:
 - a. Households may only apply for the Program one time in a given calendar year (January-December).
 - b. Household eligibility:
 - i. Local Employment. At least one person in the household must have worked a minimum of 30 hours per week for a local business, for at least one year prior to applying for the Program, and at least one person in the household must currently work a minimum of 30 hours per week for a local business.
 - ii. Income. The household must earn less than 120% of the Median Family Income.
 - iii. Rent. Monthly rent that the prospective landlord will charge to the household may not exceed 45% of the household’s monthly income, nor may rent be less than 20% of the household’s monthly income.
 - c. Retired Households.
 - i. Local Employment. A retired household must have worked a minimum of 30 hours per week for a Local Business for at least two years prior to reaching retirement age.
 - ii. Local Residency. A retired household must have lived in Teton County, Wyoming for at least one year prior to applying for funding.
 - d. Disabled Households.
 - i. Local Employment. Local employment requirements are waived for a household on disability.
 - ii. Local Residency. A household on disability must have lived in Teton County, Wyoming for at least one year prior to applying for funding.
 - e. Administrator shall accept applications on a rolling basis until, the sooner of, all funds being expended or May 31, 2022.
 - f. Use of Funds. The maximum amount a household may be awarded is 70% of the total initial cost to rent the residence, subject to the dollar limits set forth in Section III.g below. The term “initial

cost” includes, only:

- i. First month’s rent.
- ii. Last month’s rent.
- iii. Security deposit.
- iv. Pet deposit.

g. Award Amounts.

- i. Administrator may award a maximum of \$3,000 to households without dependents.
- ii. Administrator may award a maximum of \$6,000 to households with dependents.

IV. Application Requirements.

- a. All households will apply for funding through the Administrator. Administrator will confirm applicant eligibility for the program by utilizing the Application attached hereto as Appendix 1:
- b. The Board reserves the right to amend the Application and application requirements upon 48-hour notice to the Administrator.

V. Payment Directly to Landlords. Administrator shall issue payment of award funds directly to landlords and shall specify the dollar value of such award being paid toward rent and the dollar amount being paid toward deposit.

VI. Return of Deposits. Landlords shall return deposits to household (tenant).

VII. Repayment Requirement. Households that engage in any of the following will be required to repay all funding received through the Program:

- a. The securing of funding by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process.

One22 Resource Center will be responsible for making funding decisions, ensuring households meet the minimum requirements, and providing a detailed program report once the pilot phase is complete.



www.one22jh.org | 307.739.4500 | 170 North Glenwood, PO BOX 1232 | Jackson, WY 83001

FIRST/LAST/DEPOSIT FINANCIAL RELIEF APPLICATION

First Name _____

Middle Name _____

Last Name _____

Birthdate (MM/DD/YYYY) _____

Mobile Phone _____

Email _____

Preferred communication language	Spanish	English
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Adults in Household _____

Dependents (children, elderly or individuals with special needs) _____

Year that you began living/working in Teton County _____

Mailing Address (Street, City, State, Zip Code) If none, write No mailing Address/General Delivery _____

Physical Address (Street, City, State, Zip Code) _____



www.one22jh.org | 307.739.4500 | 170 North Glenwood, PO BOX 1232 | Jackson, WY 83001

Housing situation	Own	Rent	Employer subsidized	Homeless/camping	Other
Applying for (select one or more)	Rent		First/Last/Deposit		Other

Current rent (without utilities)

Do you share your residence with housemates/roommates?

Yes	No
-----	----

By default, we will mail your rent payment to the landlord. If you would like other arrangements, please check the appropriate option below.

Mail check directly to my mailing address	Prefer to pick up check
---	-------------------------

Please enter the following landlord information. (*note we cannot issue checks directly to a client.)

Landlord Name

Landlord info - Mailing Address (Street or PO Box, City, State, Zip Code)

Do you have a spouse or partner? If so, click enter their First & Last Name, Mobile and Email:

By checking the following box, I certify that the above information is true and correct to the best of my knowledge.

☐



JOINT INFORMATION MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTERS: Larry Pardee/Alyssa Watkins

MEETING DATE: December 6, 2021

SUBJECT: Timing of Next Specific Purpose Excise Tax (SPET) Election

STATEMENT/PURPOSE

The Town Council and County Commission determine when and what items to place on the ballot for Specific Purpose Excise Tax initiatives.

BACKGROUND/ALTERNATIVES

Pursuant to Wyoming Statute, revenue generating elections can only occur in May, August or November. The requirement to provide a ballot resolution to the County Clerk is 110 days prior to the election. The table below details upcoming windows of opportunity.

Upcoming Potential SPET Election Dates and Ballot Resolution Deadlines		
Election Date	Election Type	110 Day Deadline to Provide Ballot Resolution to County Clerk
Tuesday, May 3, 2022	Special	Wednesday, January 12, 2022
Tuesday, August 16, 2022	Primary	Wednesday, April 27, 2022
Tuesday, November 8, 2022	General	Wednesday, July 20, 2022
Tuesday, May 2, 2023	Special	Wednesday, January 11, 2023
Tuesday, August 22, 2023	Special	Wednesday, May 3, 2023
Tuesday, November 7, 2023	Special	Wednesday, July 19, 2023
Tuesday, May 7, 2024	Special	Wednesday, January 17, 2024
Tuesday, August 20, 2024	Primary	Wednesday, May 1, 2024
Tuesday, November 5, 2024	General	Wednesday, July 17, 2024

SPET collections are roughly estimated around \$16M each year. Estimated projections for collections from the County Treasurer, and as approved by the County Commission, indicate that the current SPET (2019 initiatives) will be satisfied approximately the end of September 2024.

Should the Town Council and County Commission decide to proceed with exploring a timeline and a process for the next time SPET initiatives are placed on the ballot, direction could be provided to staff that would include a process, decision points, and a timeline. Any process adopted would have a timeline that begins well prior to the 110-day deadline. Options for consideration that would be presented in that staff report may include:

- Target Collection Period/Amount
- Project Types
- Election Date Selection
- Committee Process That May Include:
 - Committee Makeup
 - Committee Role

- o Timeline
- o Applications
- o Criteria Review
- o Committee Outcomes

Similar options were presented in 2018 when the Council and Commission were considering a SPET election.

Staff notes that consideration of future SPET elections is also closely tied with the Joint Town and County 2021 Retreat Priorities which were to address:

- START/RTA Governance and Funding; and
- Overall Town/County Funding Options / Diversification / SPET vote in 2022

These two larger policy discussions are tentatively scheduled for a JIM in early 2022 or could be topics for the 2022 Joint Retreat.

In addition, the Town is currently working on a Future Funding of Local Government initiative scheduled to be completed this year.

Staff recommends that it may be desirable and beneficial to allow time for these larger funding discussions to play out prior to deciding on future SPET direction.

COMPREHENSIVE PLAN ALIGNMENT

Utilizing SPET to gain community support for funding community priorities and initiatives is in alignment with the Comprehensive Plan.

STAKEHOLDER ANALYSIS

FISCAL IMPACT

There is no fiscal impact of considering the next SPET election. There is a significant fiscal impact of conducting a special election for SPET initiatives. There is also a significant capital and operating fiscal impact of passage of projects that improve, replace, or add Town or County infrastructure or facilities.

STAFF IMPACT

The staff impact of preparing this staff report was approximately 2 hours. There would be significant staff impact in moving forward a SPET process that included a committee component. That specific staff impact would be presented with the next staff report should the Council and Commission chose to provide that direction.

LEGAL REVIEW

ATTACHMENTS

2019 Estimated Distribution Schedule for SPET.

RECOMMENDATION

Staff recommends the Town Council and County Commission consider the information presented regarding the next SPET election and provide direction to staff.

SUGGESTED MOTION

Should the Town Council and County Commission be ready to move forward with exploring a SPET election, the motion would be:

I move to direct the Town Manager and County Commissioner's Administrator to prepare a staff report that outlines a process, decision points, and a timeline for an upcoming SPET election

Attachment A

2019 Estimated Distribution Schedule

	RECEIPTS	Community Housing	%	History Museum	%	TOJ Core Services	%	Zero Waste	%	Wildlife Crossing	%	P&R Expansion	%	Gregory Lane	%	Cache Creek Tube	%	Fire/EMS Engines	%	TOTAL REQUESTED	Difference	
March-20	\$842,000.00	\$842,000.00	100.00%																	100.00%	\$842,000	\$0
April-20	\$1,118,781.00			\$1,118,781.00	100.00%															100.00%	\$1,118,781	\$0
May-20	\$1,136,986.00			\$1,136,986.00	100.00%															100.00%	\$1,136,986	\$0
June-20	\$734,047.00			\$310,733.00	42.33%	\$423,314.00	57.67%													100.00%	\$734,047	\$0
July-20	\$916,618.00					\$406,618.00	44.36%	\$250,000.00	27.27%	\$100,000.00	10.91%	\$160,000.00	17.46%							100.00%	\$916,618	\$0
August-20	\$1,685,241.00					\$1,160,241.00	68.85%			\$200,000.00	11.87%	\$325,000.00	19.29%							100.00%	\$1,685,241	\$0
September-20	\$2,087,426.00					\$1,437,426.00	68.86%	\$350,000.00	16.77%	\$100,000.00	4.79%	\$200,000.00	9.58%							100.00%	\$2,087,426	\$0
October-20	\$2,072,179.00	\$250,000.00	12.06%			\$1,438,846.00	69.44%			\$83,333.00	4.02%	\$300,000.00	14.48%							100.00%	\$2,072,179	\$0
November-20	\$2,189,257.00					\$2,055,924.00	93.91%			\$83,333.00	3.81%	\$50,000.00	2.28%							100.00%	\$2,189,257	\$0
December-20	\$1,151,635.00					\$600,706.00	52.16%			\$83,333.00	7.24%	\$467,596.00	40.60%							100.00%	\$1,151,635	\$0
2020 Total	\$13,934,170	\$1,092,000.00		\$2,566,500.00		\$7,523,075.00		\$600,000.00		\$649,999.00		\$1,502,596.00		\$0.00		\$0.00		\$0.00			\$13,934,170	
January-21	\$748,132.00	\$250,000.00	33.42%			\$232,395.00	31.06%			\$83,333.00	11.14%	\$182,404.00	24.38%							100.00%	\$748,132	\$0.00
February-21	\$1,195,953.00					\$912,620.00	76.31%			\$83,333.00	6.97%	\$200,000.00	16.72%							100.00%	\$1,195,953	\$0.00
March-21	\$1,109,897.00					\$126,564.00	11.40%	\$350,000.00	31.53%	\$83,333.00	7.51%	\$550,000.00	49.55%							100.00%	\$1,109,897	\$0.00
April-21	\$1,141,157.00					\$380,000.00	33.30%			\$83,333.00	7.30%	\$677,824.00	59.40%							100.00%	\$1,141,157	\$0.00
May-21	\$1,159,726.00			\$300,000.00	25.87%	\$380,000.00	32.77%			\$83,333.00	7.19%	\$396,393.00	34.18%							100.00%	\$1,159,726	\$0.00
June-21	\$748,728.00					\$380,000.00	50.75%			\$83,333.00	11.13%	\$285,395.00	38.12%							100.00%	\$748,728	\$0.00
July-21	\$934,950.00					\$749,952.00	80.21%			\$166,666.00	17.83%	\$18,332.00	1.96%							100.00%	\$934,950	\$0.00
August-21	\$1,718,946.00			\$200,000.00	11.64%	\$818,575.00	47.62%	\$500,000.00	29.09%	\$166,666.00	9.70%	\$33,705.00	1.96%							100.00%	\$1,718,946	\$0.00
September-21	\$2,129,175.00			\$500,000.00	23.48%	\$573,739.00	26.95%	\$500,000.00	23.48%	\$166,666.00	7.83%	\$388,770.00	18.26%							100.00%	\$2,129,175	\$0.00
October-21	\$2,113,623.00			\$500,000.00	23.66%	\$784,615.00	37.12%	\$200,000.00	9.46%	\$166,666.00	7.89%	\$462,342.00	21.87%							100.00%	\$2,113,623	\$0.00
November-21	\$2,233,042.00			\$333,500.00	14.93%	\$1,201,115.00	53.79%			\$166,666.00	7.46%	\$531,761.00	23.81%							100.00%	\$2,233,042	\$0.00
December-21	\$1,174,668.00					\$500,000.00	42.57%			\$166,667.00	14.19%	\$508,001.00	43.25%							100.00%	\$1,174,668	\$0.00
2021 Total	\$16,407,997.00	\$250,000.00		\$1,833,500.00		\$7,039,575.00		\$1,550,000.00		\$1,499,995.00		\$4,234,927.00		\$0.00		\$0.00		\$0.00			\$16,407,997.00	
January-22	\$763,095.00					\$166,667.00				\$166,667.00	21.84%	\$596,428.00	78.16%							100.00%	\$763,095	\$0.00
February-22	\$1,219,872.00									\$166,667.00	13.66%	\$1,053,205.00	86.34%							100.00%	\$1,219,872	\$0.00
March-22	\$1,132,095.00					\$166,667.00	14.72%	\$350,000.00	30.92%	\$166,667.00	14.72%	\$615,428.00	54.36%							100.00%	\$1,132,095	\$0.00
April-22	\$1,163,980.00					\$952,114.00	81.80%			\$166,667.00	14.32%	\$45,199.00	3.88%							100.00%	\$1,163,980	\$0.00
May-22	\$1,182,920.00									\$166,667.00	14.09%	\$1,016,253.00	85.91%							100.00%	\$1,182,920	\$0.00
June-22	\$763,702.00					\$567,380.00	74.29%			\$166,667.00	21.82%	\$29,655.00	3.88%							100.00%	\$763,702	\$0.00
July-22	\$953,649.00									\$166,667.00	17.48%	\$786,982.00	82.52%							100.00%	\$953,649	\$0.00
August-22	\$1,753,325.00					\$1,384,620.00	78.97%			\$166,667.00	9.51%	\$202,038.00	11.52%							100.00%	\$1,753,325	\$0.00
September-22	\$2,171,758.00					\$999,736.00	46.03%			\$166,667.00	7.67%	\$755,355.00	34.78%	\$250,000.00	11.51%					100.00%	\$2,171,758	\$0.00
October-22	\$2,155,895.00					\$33,500.00	1.55%			\$166,667.00	7.73%	\$1,705,728.00	79.12%	\$250,000.00	11.60%					100.00%	\$2,155,895	\$0.00
November-22	\$2,277,703.00	\$2,000,000.00	87.81%							\$166,667.00	7.32%	\$111,036.00	4.87%							100.00%	\$2,277,703	\$0.00
December-22	\$1,198,161.00									\$166,667.00	13.91%	\$1,031,494.00	86.09%							100.00%	\$1,198,161	\$0.00
2022 Total	\$16,736,155.00	\$2,000,000.00		\$0.00		\$3,937,350.00		\$350,000.00		\$2,000,004.00		\$7,948,801.00		\$500,000.00		\$0.00		\$0.00			\$16,736,155.00	
January-23	\$778,357.00									\$166,667.00	21.41%	\$361,690.00	46.47%	\$250,000.00	32.12%					100.00%	\$778,357	\$0.00
February-23	\$1,244,270.00									\$166,667.00	13.39%	\$827,603.00	66.51%	\$250,000.00	20.09%					100.00%	\$1,244,270	\$0.00
March-23	\$1,154,737.00									\$166,667.00	14.43%	\$738,070.00	63.92%	\$250,000.00	21.65%					100.00%	\$1,154,737	\$0.00
April-23	\$1,181,439.00									\$166,667.00	14.11%	\$514,772.00	43.57%	\$500,000.00	42.32%					100.00%	\$1,181,439	\$0.00
May-23	\$1,200,664.00									\$166,667.00	13.88%	\$533,997.00	44.48%	\$500,000.00	41.64%					100.00%	\$1,200,664	\$0.00
June-23	\$775,158.00									\$166,667.00	21.50%	\$358,491.00	46.25%	\$250,000.00	32.25%					100.00%	\$775,158	\$0.00
July-23	\$967,954.00									\$250,000.00	25.83%	\$467,954.00	48.34%	\$250,000.00	25.83%					100.00%	\$967,954	\$0.00
August-23	\$1,779,625.00	\$1,000,000.00	56.19%			\$250,000.00	14.05%			\$250,000.00	14.05%	\$279,625.00	15.71%	\$250,000.00	14.05%					100.00%	\$1,779,625	\$0.00
September-23	\$2,204,334.00	\$1,000,000.00	45.37%							\$250,000.00	11.34%	\$704,334.00	31.95%	\$250,000.00	11.34%					100.00%	\$2,204,334	\$0.00
October-23	\$2,188,233.00	\$158,000.00	7.22%							\$250,000.00	11.42%	\$1,430,233.00	65.36%	\$350,000.00	15.99%					100.00%	\$2,188,233	\$0.00
November-23	\$2,311,869.00									\$250,000.00	10.81%	\$1,561,869.00	67.56%	\$500,000.00	21.63%					100.00%	\$2,311,869	\$0.00
December-23	\$1,216,133.00									\$250,000.00	20.56%	\$466,133.00	38.33%	\$500,000.00	41.11%					100.00%	\$1,216,133	\$0.00
2023 Total	\$17,002,773.00	\$2,158,000.00		\$0.00		\$0.00		\$0.00		\$2,500,002.00		\$8,244,771.00		\$4,100,000.00		\$0.00		\$0.00			\$17,002,773.00	
January-24	\$790,032.00									\$250,000.00	31.64%	\$68,905.00	8.72%	\$300,000.00	37.97%			\$171,127.00	21.66%	100.00%	\$790,032	\$0.00
February-24	\$1,262,934.00									\$250,000.00	19.80%			\$300,000.00	23.75%			\$712,934.00	56.45%	100.00%	\$1,262,934	\$0.00
March-24	\$1,172,058.00									\$250,000.00	21.33%			\$300,000.00	25.60%			\$622,058.00	53.07%	100.00%	\$1,172,058	\$0.00
April-24	\$1,199,161.00									\$805,280.00	67.15%			\$300,000.00	25.02%			\$93,881.00	7.83%	100.00%	\$1,199,161	\$0.00
May-24	\$1,218,674.00									\$918,674.00	75.38%			\$300,000.00	24.62%					100.00%	\$1,218,674	\$0.00
June-24	\$786,785.00									\$536,785.00	68.23%			\$250,000.00	31.77%					100.00%	\$786,785	\$0.00
July-24	\$982,473.00									\$339,261.00	34.53%			\$643,212.00	65.47%					100.00%	\$982,473	\$0.00
August-24	\$1,806,319.00													\$1,506,788.00	83.42%	\$299,531.00	16.58%			100.00%	\$1,806,319	\$0.00
September-24	\$1,700,469.00															\$1,700,469.00	100.00%			100.00%	\$1,700,469	\$0.00
2024 Total	\$10,918,905.00	\$0.00		\$0.00		\$0.00		\$0.00		\$3,350,000.00		\$68,905.00		\$3,900,000.00		\$2,000,000.00		\$1,600,000.00			\$10,918,905.00	
Totals	\$75,000,000	\$5,500,000		\$4,400,000		\$18,500,000		\$2,500,000		\$10,000,000		\$22,000,000		\$8,500,000		\$2,000,000		\$1,600,000				
Proposition Amount		\$5,500,000		\$4,400,000		\$18,500,000		\$2,500,000		\$10,000,000		\$22,000,000		\$8,500,000		\$2,000,000		\$1,600,000				
Variance		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0				

PLEASE NOTE: All distributions are estimations of the overall anticipated tax receipts. Each project will receive the percentage so allocated from actual tax receipts. Distribution shall occur monthly when the tax is received, until each project receives its respective total allocated dollar amount.