

Special Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

January 10, 2022

1:30 PM

Via Zoom and Swagit

Chair: Hailey Morton Levinson

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/86494062010?pwd=MINpWm4xSmRYeEs1QUx5SmlSaWxEQT09>

If the link does not work, join at [zoom.com](https://zoom.us) with Webinar ID: **864 9406 2010** Password: **83001**

or join by phone **+1 669 900 9128** with Webinar ID: **864 9406 2010** and Passcode: **83001**

II. CALL TO ORDER AND ROLL CALL

Quarterly Human Service Agency Updates

- 1:30 JH Community Counseling Center
- 1:37 Community Safety Network
- 1:44 Children's learning Center
- 1:51 Curran Seeley Foundation
- 1:58 Hole Food Rescue
- 2:05 Teton Youth and Family Services
- 2:12 Voices JH
- 2:20 Immigrant Hope
- 2:27 One22
- 2:34 Climb Wy
- 2:41 Comm. Entry Services
- 2:48 Teton Literacy Center
- 2:55 Senior Center JH

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.

· 3:00 Cultivate Ability

III. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. 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@tetoncountwy.gov and Council@jacksonwy.gov.

IV. CONSENT CALENDAR

- A. Meeting Minutes
 - 1. November 30, 2021 special JIM
 - 2. December 6, 2021 special JIM
 - 3. December 21, 2021 special JIM
- B. TCSD Parks & Recreation Facility Use Agreement

V. DISCUSSION/ACTION ITEMS

- A. Timing of Next SPET Election (Larry Pardee, Alyssa Watkins, 30 mins)
- B. Diversification of Town/County Funding Sources (Larry Pardee, Alyssa Watkins, 60 mins)

VI. MATTERS FROM COUNCIL, COMMISSIONERS, AND STAFF

VII. PROPOSED AGENDA ITEMS FROM UPCOMING JIMs

- A. 2/7 Consideration of an Intergovernmental Agreement for Radio System (tentative)
- B. 2/7 Housing Preservation Program
- C. 2/7 Quarterly BUILD Grant Update
- D. 2/7 ARU Program
- E. 2/7 Rec Center Expansion Update
- F. 3/7 Housing Rules & Regulations Pre-Annual Clean Up Topic Identification
- G. 3/7 Regional Housing Needs Assessment
- H. 3/7 Long Range Planning Indicator Report
- I. 3/7 Housing Supply Plan

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.

J. 4/4 Housing Nexus Study

K. 4/4 Long Range Planning Work Plan

L. 4/4 Housing Department Work Plan

M. 4/4 Recreation Center Expansion

N. 5/2 Quarterly BUILD Grant Update

VIII. 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 PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

NOVEMBER 30, 2021

JACKSON, WYOMING

The Jackson Town Council met virtually in conjunction with the Teton County Commission in a joint information meeting (JIM) located in the County Commissioner's Chambers located at 200 S. Willow St. at 8:45 A.M.

I. ROLL CALL. Upon roll call the following were present:

COUNTY COMMISSIONERS: Chairwoman Natalia Macker, Vice-Chairman Luther Propst, and Mark Barron were present via Zoom at 8:45 A.M. for County-Only Action. Mark Newcomb, and Greg Epstein joined after roll call.

TOWN COUNCIL: Mayor Hailey Morton Levinson, Vice-Mayor Arne Jorgensen, Jim Rooks, Jonathan Schechter and Jessica Sell Chambers were present via Zoom at 9:00 A.M.

II. COUNTY-ONLY ACTION: ISWR Board Interview

The majority of interviews for the Integrated Solid Waste and Recycling Advisory Board took place on November 15th, 2021. An additional interview was conducted at 8:45 a.m. prior to the start of this joint meeting for Tanya Anderson.

Greg Epstein joined the meeting at 8:53 A.M.

EXECUTIVE SESSION – COUNTY-ONLY. Pursuant to Wyoming Statute §16-4-405(a)(ii) to consider appointments of volunteer board members as public officers.

On behalf of the County, a motion was made by Commissioner Propst and seconded by Commissioner Barron to enter executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

The meeting entered executive session at 8:54 A.M.

Commission Present: Natalia Macker, Luther Propst, Mark Barron, and Greg Epstein.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to exit executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried 4-0.

The meeting exited executive session at 8:57 A.M.

Mark Newcomb joined the meeting at 8:58 A.M.

The Town Council was admitted to the meeting at 8:58 A.M.

III. JOINT BOARD INTERVIEWS.

A. Jackson/Teton County Affordable Housing Advisory Board

- i. Julien Hass
- ii. Matt Faupel
- iii. Jason Fritts
- iv. Haley Mahar
- v. Jeff Collins
- vi. Kiley Maas
- vii. Lawrence Thal
- viii. William Fausone
- ix. Kelsey Yarzab
- x. Esther Judge
- xi. Kari Cooper

The meeting recessed at 10:13 A.M. and reconvened at 10:17 A.M.

- xii. Ryan Benson

- xiii. John O'Connor
- xiv. Margaret Barrie
- xv. Nicholas Lovett
- xvi. Stephania Fram – interviewed for Affordable Housing and Parks & Recreation boards.

Cynthia Hogan also applied to the Affordable Housing Supply Advisory Board and her application has been withdrawn.

EXECUTIVE SESSION. Pursuant to Wyoming Statute §16-4-405(a)(ii) to consider appointments of volunteer board members as public officers.

On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Epstein to enter executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Chambers and seconded by Councilmember Jorgensen to enter executive session. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting entered executive session at 10:56 A.M.

Commission Present via Zoom: Natalia Macker, Luther Propst, Greg Epstein, Mark Barron, and Mark Newcomb.

Town Council Present via Zoom: Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Propst to exit executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

The Town exited executive session, and the meeting exited executive session at 11:12 A.M.

III. JOINT BOARD INTERVIEWS - Continued

B. JH Airport Board

- i. Rick Stewart
- ii. James Lyons
- iii. Paul Beaupre
- iv. Rob Wallace
- v. Lizabeth Eisen

The meeting recessed at 11:52 A.M. and reconvened at 1:31 P.M. All Commissioners and Town Council were present with the exception of Commissioner Newcomb, who rejoined the meeting at 1:47 P.M.

B. Airport Board - Continued

- vi. Phillip Harrington
- vii. Mary Kate Buckley
- viii. Charisse Meadows Haws

Commissioner Newcomb rejoined the meeting at 1:47 P.M.

- ix. Joe Spiegel
- x. Kenneth Small

The meeting recessed at 2:07 P.M. and reconvened at 2:17 P.M.

B. Airport Board - Continued

- xi. Sigsbee Duck

James Hunt and John Goettler also applied to the Airport Board and their applications have been withdrawn.

Commissioner Epstein left the meeting at 2:30 P.M.

C. Parks & Recreation Board

- i. Robert Frodeman
- ii. Matt Chorney
- iii. Kevin Kunce
- iv. William McPeak
- v. David Scheurn
- vi. Leslie Heard

B. AIRPORT BOARD - Continued

- xii. Ted Schweitzer

EXECUTIVE SESSION. Pursuant to Wyoming Statute §16-4-405(a)(ii) to consider appointments of volunteer board members as public officers.

On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Newcomb to enter executive session. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 for the County.

On behalf of the Town, a motion was made by Councilmember Chambers and seconded by Councilmember Jorgensen to enter executive session. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting entered executive session at 3:04 P.M.

The meeting recessed at 3:04 P.M. and reconvened at 3:10 P.M.

Commission Present: Natalia Macker, Luther Propst, Mark Barron and Mark Newcomb.

Town Council Present: Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks and Jessica Sell Chambers.

Mayor Morton Levinson left the meeting at 3:51 P.M.

On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Newcomb to exit executive session. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 for the County.

The Town exited executive session, and the meeting exited executive session at 3:56 P.M.

No appointments were made.

IV. Adjourn. On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Propst to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Chambers to adjourn. Vice-Mayor Jorgensen called for a vote. The vote showed four in favor and the motion carried 4-0 for the Town.

The meeting adjourned at 3:57 P.M.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman

ATTEST:

Maureen E. Murphy, County Clerk

**JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

DECEMBER 6, 2021

JACKSON, WYOMING

The Jackson Town Council met virtually in conjunction with the Teton County Commission in a joint information meeting (JIM) located in the County Commissioner's Chambers at 200 S. Willow St. at 1:32 P.M.

I. ROLL CALL. Upon roll call the following were present:

COUNTY COMMISSIONERS: Chairwoman Natalia Macker, Vice-Chairman, Mark Barron, and Greg Epstein were present at roll-call at 1:32 P.M. Luther Propst and Mark Barron joined after roll call.

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

STAFF: Staff Were not present for item II; Joint Volunteer Board Interviews, and joined the meeting at the beginning of the regular JIM Agenda at 2:30 P.M.

The following Staff joined the meeting at 2:30 P.M.: Larry Pardee, Jodie Pond, Keith Gingery, Lea Colasuonno, Alyssa Watkins, Maureen Murphy, Lynsey Lenamond, Roxanne Robinson, April Norton, Tyler Sinclair, Sarah Mann, Floren Poliseo, and Chalice Weichman.

II. JOINT VOLUNTEER BOARD INTERVIEWS. The interviews were conducted in a private Zoom meeting but were streamed in the Commissioners' Chambers for any interested member of the public. The following applicants were interviewed for the Pathways Taskforce and START Boards:

A. Pathways Taskforce

1. Theresa Lundquist
2. Lindley Kunce
3. Stephania Fram
4. Garrett Lynch

Phil Leeds also applied to the Pathways Taskforce but withdrew his application due to scheduling conflicts.

B. START Board

1. Elizabeth Eisen
2. Dave Asmussen
3. Deborah Supowit
4. Wes Gardner

Vikki Howell also applied to the START Board and her application has been withdrawn.

III. WORKSHOP: TC Behavioral Health Needs Assessment. Laurie Andrews, Community Foundation of Jackson Hole President, Abigail Ridgeway of FSG, Lindsay Long, St. John's Health, Deidre Ashley, Jackson Hole Community Counseling Director, Sarah Cavallaro, Teton Youth and Family Services Director, and Jodie Pond, Director of Health, and Miya Cane of FSG gave a report on behavioral health services and needs in Teton County.

The meeting recessed at 3:12 P.M. and reconvened at 3:17 P.M.

IV. PUBLIC COMMENT. Public comment was given by Rebecca Bextell regarding the first/last deposit program; by Carolyn Worth, regarding Community Entry Services needs; and by Blair Moss regarding affordable housing.

V. CONSENT CALENDAR.

A. Meeting Minutes. To approve the meeting minutes for the October 25, 2021 and November 1, 2021 meeting minutes as presented.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Barron to approve the consent calendar for today's joint information meeting that includes the minutes for the October 25, 2021 and November 1, 2021 meetings. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Jorgensen to approve the consent calendar for today's joint information meeting that includes the minutes for the October 25, 2021 and November 1, 2021 meetings. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

IV. MATTERS FOR DISCUSSION

A. First/Last Deposit Program Pilot. April Norton, Housing Director, and Sharel Lund, One22 Resource Center Director, presented to the Commission and Council for consideration of approval a Contract for Services with One22 Resource Center to administer the First / Last / Deposit Program Pilot for qualifying individuals and families.

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 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.

Public comment was given by Rebecca Bextell, Julien Hass, and Clair Stumpf.

On behalf of the County, a motion was made by Commissioner Propst and seconded by Commissioner Macker 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 the staff report. Chairwoman Macker called for the vote. The vote showed two in favor and the motion failed 2-3 for the County with Commissioners Epstein, Barron, and Newcomb opposed.

On behalf of the Town, a motion was made by Councilmember Chambers and seconded by Councilmember Jorgensen 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 the staff report with the inclusion of a minimum lease of 6-months. Mayor Morton Levinson called for the vote. The vote showed four in favor and the motion carried 4-1 for the Town with Councilman Rooks opposed.

B. Timing of Next SPET Election. The Town and County will determine when and what items to place on the ballot for Specific Purpose Excise Tax initiatives.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Propst to continue this item to the January 2022 Joint Information Meeting. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Jorgensen and seconded by Councilmember Schechter to continue this item to the January 2022 Joint Information Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried for the Town.

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

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Propst to continue the executive session to a date uncertain. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Chambers and seconded by Councilmember Jorgensen to continue the executive session to a date uncertain. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried for the Town.

Adjourn. On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Chambers and seconded by Councilmember Schechter to adjourn. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting adjourned at 5:02 P.M.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman

ATTEST:

Maureen E. Murphy, County Clerk

**JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

DECEMBER 21, 2021

JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in a joint information meeting (JIM) located in the County Commissioner's Chambers located at 200 S. Willow St. at 1:30 P.M.

I. ROLL CALL. Upon roll call the following were present:

COUNTY COMMISSIONERS: Chairwoman Natalia Macker, Vice-Chairman Luther Propst, Greg Epstein and Mark Barron were present. Mark Newcomb joined after roll call at 1:34 P.M.

TOWN COUNCIL: Mayor Hailey Morton Levinson, Jim Rooks, Jonathan Schechter and Jessica Sell Chambers. Vice-Mayor Arne Jorgensen was absent.

OTHERS: Alyssa Watkins and Chalice Weichman. Maureen Murphy joined during executive session at 1:39 P.M.

II. EXECUTIVE SESSION. Pursuant to Wyoming Statute §16-4-405(a)(ii) to consider appointments of volunteer board members as public officers.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Propst to enter executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried 4-0 for the County.

On behalf of the Town, a motion was made by Councilmember Rooks and seconded by Councilmember Schechter to enter executive session. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting entered executive session at 1:32 P.M.

Commission Present: Natalia Macker, Luther Propst, Greg Epstein, and Mark Barron. Mark Newcomb joined after entering executive session at 1:34 P.M.

Town Council Present: Hailey Morton Levinson, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

Others: Alyssa Watkins, Chalice Weichman and Maureen Murphy

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Barron to exit executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

The Town exited executive session, and the meeting exited executive session at 2:05 P.M.

III. APPOINTMENTS

a. Pathways Taskforce

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to appoint to the Pathways Taskforce Theresa Lundquist and Lindley Kunce to serve 3-year terms beginning February 1, 2022, and to appoint Stephania Fram to serve the remainder of a term expiring January 31, 2024. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Rooks to appoint to the Pathways Taskforce Theresa Lundquist and Lindley Kunce to serve 3-year terms beginning February 1, 2022, and to appoint Stephania Fram to serve the remainder of a term expiring January 31, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried for the Town.

b. Parks & Recreation Board

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Barron appoint Matt Chorney to the Parks and Recreation Board to serve a three-year term expiring December 31, 2024. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Rooks to appoint Matt Chorney to the Parks and Recreation Board to serve a three-year term expiring December 31, 2024. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

c. START Board

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to appoint to the START Board Lizabeth Eisen and Wes Gardner to serve 3-year terms. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Sell Chambers to appoint to the START Board Lizabeth Eisen and Wes Gardner to serve 3-year terms. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

d. J/TC Affordable Housing

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Barron to appoint to the Jackson/Teton County Affordable Housing Advisory Board Kari Cooper, Lawrence Thal, and Matt Faupel to fill three-year terms expiring December 31, 2024. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Rooks and seconded by Councilmember Schechter to the Jackson/Teton County Affordable Housing Advisory Board Kari Cooper, Lawrence Thal, and Matt Faupel to fill three-year terms expiring December 31, 2024. Vice-Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried 3-1 for the Town with Councilwoman Sell Chambers opposed.

Appointments for the Airport Board were not made and will be discussed at a later joint executive session.

Adjourn. On behalf of the County, a motion was made by Commissioner Ep/Newcomb and seconded by Commissioner to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Sell Chambers to adjourn. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting adjourned at 2:09 P.M.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman

ATTEST:

Maureen E. Murphy, County Clerk



BOARD OF COUNTY
COMMISSIONERS



TOWN
COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Parks and Recreation

PRESENTER: Steve Ashworth

MEETING DATE: January 10, 2022

SUBJECT: Teton County School District/P&R Facility Use Agreement

STATEMENT/PURPOSE

Approval of revised Facility Use Agreement between Teton County/Jackson Parks and Recreation Department (Town of Jackson and Teton County) and Teton County School District.

BACKGROUND/ALTERNATIVES

The Town of Jackson and Teton County, through the Parks and Recreation Department (P&R), have partnered through a facility use agreement since 1994 with the Teton County School District (TCSD) for providing recreation facilities, services and general agency collaboration. The agreement provides access to P&R facilities for school district activities, and access for P&R and the public to TCSD facilities for community recreation. The agreement has been revised and updated in 2012 and 2015. The proposed agreement reflects updates to facilities, revised roles and responsibilities consistent with current practices, and improved clarification on expectations for each party. The goal of the revised agreement is to continue to provide high quality services and facilities to the community in the most efficient and effective manner.

The following are items of the agreement that have been revised:

1. TCSD shall assume full responsibility for the reserving, scheduling and use allocation of TCSD athletic field facilities throughout the calendar year;
2. P&R has provided detailed level of service responsibilities and expectations for the care and maintenance of TCSD athletic fields. Within the standard operating procedures, P&R has identified the following financial consideration for the agreement: "TCJPR will request funding allocation from the Teton County Board of County Commissioners and Jackson Town Council in net sum equal to 50% of the anticipated maintenance costs. The remaining 50% cost shall be reimbursed to TCJPR from TCSD. If required funding is not available or allocated by either governing body, TCJPR and TCSD shall review level of service standards and modify appendix A to comply with funding level allocation."
3. P&R shall have priority use scheduling following the TCSD for athletic fields and recreation facilities owned by TCSD;
4. P&R shall reserve, schedule, allocate, and have priority use of the Davey Jackson Gymnasium outside official school hours and programs;
5. TCSD shall have up to two hours after school per day priority use scheduling of the aquatic facility during High School and Middle School swim team season.

STAKEHOLDER ANALYSIS

Staff has been working together with TCSD staff to revise the agreement since August of 2021. The collaborative process has been very productive, and staff believes the agreement modifications best serve the public. TCSD administration has presented the draft document to the board Trustees in December, receiving full support of the recommendations.

FISCAL IMPACT

The agreement focuses on shared use of facilities that benefit the community. The sharing of facilities reduces the recreational infrastructure required to support community demand. The agreement does not financially bind the Town, County or School District. Financial consideration within Appendix A supports a shared maintenance of the TCSD athletic fields which is equivalent to the historical cost share.

STAFF IMPACT

The agreement modifications reduce the duties of P&R staff associated with field scheduling and administration.

LEGAL REVIEW

L. Colasuonno and A. Moore

ATTACHMENTS

- Comprehensive Recreation Fields and Facilities Use Agreement
- Appendix A

RECOMMENDATION

Staff supports and recommends approval of the Facility Use Agreement between the Town of Jackson, Teton County and Teton County School District.

SUGGESTED MOTION

I move to approve the 2022 Comprehensive Recreation Fields and Facilities Use Agreement between the Town of Jackson, Teton County, and Teton County School District.

COMPREHENSIVE RECREATION FIELDS AND FACILITIES USE AGREEMENT BY AND BETWEEN
TETON COUNTY SCHOOL DISTRICT NO. 1
AND
TETON COUNTY, WYOMING AND TOWN OF JACKSON, WYOMING

This Comprehensive Recreation Fields and Facilities Use Agreement ("**Agreement**"), to be effective on January 1, 2022, is made by and between the Teton County School District #1, a duly organized school district of the State of Wyoming ("**the School District**" or "**TCSD**"); and Teton County, Wyoming, a duly organized county of the State of Wyoming and the Town of Jackson, a Wyoming Municipal Corporation (collectively "**the Town/County**").

RECITALS

WHEREAS, pursuant to Wyo. Stat. § 21-3-111 (2013), the School District has the authority to enter into agreements with any public or private agency, institution, person, or corporation for the furnishing or leasing of real property or facilities by the School District; and

WHEREAS, the School District owns, or leases from the State of Wyoming, land in Teton County, Wyoming ("the Property") upon which the current recreational fields and facilities are located which are used and maintained by both the School District and the Town/County and which are the subject of this Agreement, all of which are more specifically listed in Appendix A (Service Levels) and **Exhibits A and B** (Fields and Facilities, respectively) and shown on the Map attached as **Exhibit C** ("Skateboard Park"), attached hereto and incorporated by reference herein; and

WHEREAS, the School District has agreed to allow the community at large use of designated portions of the fields and facilities for recreational purposes in exchange for the Town/County's assistance to the School District in the construction, maintenance, repair and scheduling of such fields and facilities; and

WHEREAS, the Town/County, the Jackson/Teton County Public Facilities Joint Powers Board, and the School District executed and entered into an agreement on July 22, 1991 to work cooperatively to bring about the construction of a recreation center, which facility has a swimming pool and related facilities ("the Recreation Center"); and

WHEREAS, as partial consideration for use of the Recreation Center by the School District, the School District executed and delivered to the Town of Jackson a Warranty Deed dated September 17, 1993, and recorded on September 20, 1993, in Book 276 of Photos at Pages 0963-0964 which deeded to the Town a portion of land previously owned by TCSD upon which the Recreation Center was constructed. The Town thereafter executed and delivered the same property to the Jackson/Teton County Public Facilities Joint Powers Board by Warranty Deed dated September 17, 1993, and recorded on September 20, 1993, in Book 276 of Photos at Pages 965-966 of the Teton County Records; and

WHEREAS, the Davey Jackson Elementary School Gym was constructed as an "enhancement" with Special Purpose Excise Tax dollars for the purpose of shared use among the School District and the community at large, specifically for use by the School District for elementary school physical education, school activities and events, and competitive sporting events, as well as for use by the Town/County for afterschool kids club programs and evening recreation leagues; and

WHEREAS, it is in the best interests of the taxpayers of the Town, the County, and the School District, to avoid duplication in efforts and expenditures with regard to the provision of recreational fields

and facilities; and

WHEREAS, the School District and the Town/County have, in the past, executed numerous agreements regarding recreational facilities and the various properties on which those recreational facilities are situated and which have various termination dates, including some termination dates that have passed without formal renewal of the agreements (the “Prior Agreements”); and

WHEREAS, it is the purpose of this Agreement to replace and update the Prior Agreements and to create one executed document which encompasses and sets forth in full the agreed upon rights, responsibilities and obligations of the parties in regard to the construction, maintenance, repair and scheduling of such fields and facilities and to include a termination date for this Agreement; and

WHEREAS, this Agreement specifically replaces and updates that certain Comprehensive Fields and Facilities Use Agreement effective on September 1, 2009 and Amendment #1 effective on August 13, 2012; and

WHEREAS, it is necessary, and the desire of the parties hereto, to revise this Agreement in regard to the scheduling of the use of the fields and facilities which are the subject of this Agreement so that the parties can mutually agree upon scheduling, avoid conflicts, and offer programs and recreational opportunities as simultaneously as possible.

NOW, THEREFORE, IT IS HEREBY AGREED that, for and in consideration of the covenants and agreements contained herein, the foregoing Recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do mutually agree as follows:

ARTICLE 1: DEFINITIONS

1. Terms

- a. *Fall/Winter* is defined as August 1st through March 31st
- b. *Spring/Summer* is defined as April 1st through July 31st.
- c. *School Hours* are defined as being identified by each individual school’s Master/Bell calendar for each academic year, located on the TCSD website.
- d. *Academic Year* is defined as the period of time students and Wyoming High State Athletic Association (WHSAA) sports are in session, and when sports practices are allowed to begin pursuant to the Wyoming High State Athletic Association calendar.

ARTICLE 2: RECREATION FIELDS

1. Improvements.

- a. Ownership. The School District recognizes and agrees that the Town/County has placed improvements upon lands owned or leased by the School District. The parties agree that all improvements that have been placed upon lands owned or leased by the School District are attached to the real property and are improvements solely owned by the School District, unless otherwise noted herein or by a separate and distinct writing.
 - i. Skateboard Park. The Skateboard Park is an enhancement located on land leased from the State of Wyoming. The improvements made to the Skateboard Park, as shown on **Exhibit C**, attached hereto and made a part hereof by this reference, shall not be owned, or become the property of, the School District. If the School District

needs the land upon which the Skateboard Park sits for another purpose, the Skateboard Park will be removed at the expense of TCSD. If the State rescinds the lease with TCSD, the Skateboard Park will be removed at the expense of Town/County.

- b. Town/County Use. The School District agrees to allow the Town/County use of the fields and associated amenities situated on lands owned or leased by the School District ("**Fields**") that are listed on **Exhibit A**. The Town/County may use equipment owned by the School District that is associated with the Fields unless expressly prohibited in writing by the School District.
- c. Capital Repair and Maintenance. TCSD shall be responsible for all costs associated with capital repair and maintenance, defined as repairs, alterations and replacements that increase an asset's useful function, service capacity, or useful life, all as more specifically outlined in Appendix A. For any improvement(s) that need to be removed for School District capital improvement plans, it is the responsibility of the School District to pay to remove the improvement(s).
- d. Town/County Operation and Maintenance. Town/County agree to operate and maintain the Fields in such a fashion so as to meet the service levels and specifications outlined in Appendix A ("**Service Levels**"). Exhibit A and Appendix A may be modified from time to time by written agreement of both parties, executed through the Teton County/Jackson Parks and Recreation Director and The Teton County School District Superintendent.
- e. Pre-Construction. Prior to construction, placement, or replacement of an improvement, or undertaking an alteration to an existing improvement, by the School District, Town/County or a third party, the parties shall meet to discuss the proposed improvements or alterations. The Town/County has the option of discontinuing all or some of the operation and maintenance as that is set forth in Exhibit A of that Field based upon their objection to such improvement or alteration.
- f. Damage. The Town/County shall be responsible for:
 - i. All costs to repair or replace fixed capital improvements and personal property on the Fields if such repair or replacement i) occurs during Town/County's use of the Fields; ii) is needed as a result of damage or vandalism; and iii) is not included in the School District's operation and maintenance responsibilities. Notwithstanding the foregoing, the School District shall be responsible for such costs if such damage or vandalism is caused by the acts or omissions of the School District, its agents, employees, representatives, affiliates, successors or assigns, and
 - ii. Town/County shall be responsible for any damage to, including the need to repair and replace, any and all equipment which is caused by the acts or omissions of the Town/County, its agents, employees, representatives, affiliates, successors or assigns

2. Use Priority.

- a. Academic Year.
 - i. The School District has priority use of the Fields throughout the Academic Year.
 - ii. Town/County has second priority use of the Fields throughout the Academic Year.
- b. All Other Times.
 - i. Town/County has priority use of the Fields on all dates outside the Academic Year.

- ii. The School District has second priority use of the Fields on all dates outside the Academic Year.

3. **Scheduling.**

- a. Schedule Creation. The parties, through their designated administrators, shall jointly agree upon the detailed schedules for use of all Fields for the Academic Year and each Season.
- b. Schedule Submission. Town/County shall submit its schedule to TCSD for Spring/Summer by February 1 and shall submit its schedule for Fall/Winter by June 1.
- c. Unforeseen Use. In the event that a use by either party is needed, but not scheduled in accordance with the dates set forth above, ("Unforeseen Use") the party receiving the request shall make a good faith effort to accommodate the Unforeseen Use.
- d. Age Prioritization. Scheduling of the Fields shall be in accordance with the following user prioritization: 1) use by school children, with sub-prioritization going from youngest to oldest; and 2) use by adult recreational programs.

4. **Temporary Uses Not Subject to Scheduling.**

- a. To the extent that some temporary uses may be allowed on the Fields, such as use of Fields for skate and cross-country skiing tracks or ice rinks, these uses are not subject to the prioritization and scheduling provisions hereof and will be allowed at the exclusive discretion of the School District.

ARTICLE 3. RECREATION FACILITIES

1. **Improvements.**

- a. Ownership. The School District owns the facilities listed on **Exhibit B**, attached hereto and made a part hereof by this reference ("**Facilities**"). Exhibit B may be modified from time to time by written agreement of both parties, executed through their designated administrators.
- b. Town/County Use. The School District agrees to allow the Town/County use of the Facilities. The Town/County may use equipment owned by the School District that is associated with the Facilities unless expressly prohibited in writing by the School District.
- c. Maintenance and Operation. The Town/County shall have no responsibilities toward maintenance or operation of the Facilities. Notwithstanding the foregoing, after use of a Facility, the Town/County shall be responsible for restoring the Facility to a neat and orderly condition, which shall include providing or reimbursing the School District for any janitorial services or other costs for any labor, materials, or equipment specific to the Town/County's use.
- d. Damage. The Town/County shall be responsible for:
 - i. All costs to repair or replace fixed capital improvements and personal property in the Facilities if such repair or replacement i) occurs during Town/County's use of the Facilities; ii) is needed as a result of damage or vandalism; and iii) is not included in the School District's operation and maintenance responsibilities. Notwithstanding the foregoing, the School District shall be responsible for such costs if such damage or vandalism is caused by the acts or omissions of the School District, its agents, employees, representatives, affiliates, successors or assigns, and
 - ii. Town/County shall be responsible for any damage to, including the need to repair

and replace, any and all equipment which is caused by the acts or omissions of the Town/County, its agents, employees, representatives, affiliates, successors or assigns.

2. **Use Priority.**

- a. The School District has priority use of the Facilities during the Academic Year.
- b. The School District has priority use of the Facilities during the Spring/Summer Season.
- c. Notwithstanding the foregoing, the following use priorities apply to Davey Jackson Elementary School gym ("DJES Gym"):
 - i. The School District only has priority use of DJES Gym throughout the Academic Year during School Hours.
 - ii. Town/County has priority use of DJES Gym throughout the Academic Year during non-School Hours and throughout Spring/Summer during non-School Hours.

3. **Scheduling.**

- a. Schedule Creation. The parties, through their designated administrators, shall jointly agree upon the detailed schedules for use of all Facilities for the Academic Year and each Season.
- b. Schedule Submission. The Town/County shall submit its schedule to TCSD for the Fall/Winter Season by June 1 and submit its schedule for the Spring/Summer Season by February 1.
- c. Unforeseen Use. In the event that an Unforeseen Use by either party is needed, the party receiving the request shall make a good faith effort to accommodate the Unforeseen Use.
- d. Age Prioritization. Scheduling of the Facilities shall be in accordance with the following user prioritization: 1) use by school children, with sub-prioritization going from youngest to oldest; and 2) use by adult recreational programs.
- e. After-School Programming. The parties hereto acknowledge that Town/County administer after-school programming and that, should there be a conflict in the needs of the Town/County for a Facility and another party, whether private or non-profit, Town/County has priority use of the Facility.

ARTICLE 4. RECREATION CENTER AND SWIMMING POOL

1. **Improvements.**

- a. Ownership. Town/County owns the Recreation Center and Swimming Pool ("**Swimming Pool Facility**").
- b. School District Use. Town/County agree to allow the School District use of the Swimming Pool Facility. The School District may use equipment owned by the Town/County that is associated with the Swimming Pool Facility, unless expressly prohibited in writing by the Town/County.
- c. Maintenance and Operation. The School District shall have no responsibilities toward maintenance or operation of the Swimming Pool Facility, with the exception of the following:
 - i. The School District will pay the actual costs of the lifeguards and instructors provided by the Jackson/Teton County Parks and Recreation Department for any swimming instruction, including the "Learn to Swim" program.
- d. Damage. The School District shall be responsible for:

- i. All costs to repair or replace fixed capital improvements and personal property in the Swimming Pool Facility if such repair or replacement i) occurs during School District's use of such; ii) is needed as a result of damage or vandalism; and iii) is not included in the Town/County's operation and maintenance responsibilities. Notwithstanding the foregoing, the Town/County shall be responsible for such costs if such damage or vandalism is caused by the acts or omissions of the Town/County, its agents, employees, representatives, affiliates, successors or assigns.
- ii. School District shall be responsible for any damage to, including the need to repair and replace, any and all equipment which is caused by the acts or omissions of the School District, its agents, employees, representatives, affiliates, successors or assigns.

2. Use Priority.

- a. Throughout the Academic Year, the School District has exclusive use of the Swimming Pool Facility during scheduled swim meets, as such are scheduled by the Wyoming High School Activities Association.
- b. Throughout the Academic Year and the Fall/Winter Season, the School District has priority use of the Swimming Pool Facility for practicing i) for official school swim team practices after School Hours, which shall not exceed 5 days per week and 2 hours per day, and ii) for weekday morning practices, which shall not exceed 4 hours per week nor utilize more than three lanes.
- c. Throughout the Academic Year during School Hours, but after 9:00 am, the School District has priority use of the Swimming Pool Facility for the "Learn to Swim" program.

3. Scheduling.

- a. Schedule Creation. The parties, through their designated administrators, shall jointly agree upon the detailed schedules for the Swimming Pool Facility.
- b. Schedule Submission. The School District shall submit its schedules to the Town/County as follows:
 - i. For the Academic Year and the Fall/Winter Season by June 1;
 - ii. For Spring/Summer by February 1; and
 - iii. For the "Learn to Swim" program by November 1.
- c. Unforeseen Use. In the event that an Unforeseen Use by either party is needed, the party receiving the request shall make a good faith effort to accommodate the Unforeseen Use.

ARTICLE 5. GENERAL PROVISIONS

- 1. TERM. This Agreement shall be effective as of the 1st of January 2022 and shall continue in full force and effect through the 1st of January 2026 unless sooner terminated as hereinafter provided. Provided that neither party is in default in the performance of their obligations hereunder, this Agreement shall automatically and indefinitely renew for additional two (2) year terms until either party gives notice of its intent to terminate the Agreement or unless otherwise terminated as provided for herein. All the terms and conditions during the renewal period(s) shall be the same as during the original term, unless modified by the parties in writing as provided

herein. Renewal shall be deemed automatic without additional notice unless either party notifies the other in writing of non-renewal on or before sixty (60) days prior to the expiration of the current term.

2. FEES. Both parties shall be responsible, at their sole cost and expense, for the maintenance, repair, construction, and any and all services as specified herein. Neither the School District nor the Town/County shall charge the other any rent or usage fees for the use or lease of the Fields, Facilities, and the Swimming Pool Facility that are the subject of this Agreement, except that the parties may charge the other fees sufficient to cover any and all costs for services, labor, materials and equipment that are above and beyond the costs to achieve the Service Levels set forth in Appendix A.
3. INDEMNIFICATION. The Town/County shall indemnify, release and defend the School District and hold it, its directors, officers, administrators, agents, employees, affiliates, representatives, successors and assigns harmless from and against any and all losses, damages, liabilities, costs, claims and reasonable expenses, including attorney's fees and costs, in connection with personal injury, loss of life, breach of contract, or damage to property directly arising out of, based upon or resulting from the Town/County's negligent acts or omissions in regard to the use, operation, maintenance, repair or improvement of the fields and facilities or the Property which are the subject of this Agreement.

The School District shall indemnify, release and defend the Town/County and hold it, its directors, officers, administrators, agents, employees, affiliates, representatives, successors and assigns harmless from and against any and all losses, damages, liabilities, costs, claims and reasonable expenses, including attorney's fees and costs, in connection with personal injury, loss of life, breach of contract, or damage to property directly arising out of, based upon or resulting from the School District's negligent acts or omissions in regard to the use, operation, maintenance, repair or improvement of the fields and facilities or the Property which are the subject of this Agreement.

4. INSURANCE. Throughout the term of this Agreement, the Town/County shall obtain and keep in effect insurance or other coverage which provides general liability protection for personal injury and/or death and property damage resulting from the Town/County's negligent acts or omissions in regard to the use, operation, maintenance, repair or improvement of the fields and facilities or the Property which are the subject of this Agreement. Such coverage shall be sufficient to afford minimum protection of not less than those limits established by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., as may be amended, and One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate in coverage for out of state and federal claims. If permissible under the policy, the Town/County shall name the School District as a co-insured. The Town/County shall provide to the School District proof of a binding written commitment for the issuance of the insurance or liability coverage required by the terms of this paragraph. If permissible, all such insurance policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Agreement except after thirty (30) days written notice to the School District.
5. EXISTING STATE LEASE. The Parties recognize that some of the Fields and Facilities that are the

subject of this Agreement are located on property belonging to the State of Wyoming subject to a lease to the School District for school district purposes. All facilities to be placed or constructed upon the Property shall be subject to the prior approval of the State Land Board; the Town/County will notify the School District and the State Land Board before any additional buildings, facilities or structures are constructed or placed on the Property or if the Property is used for any other purpose than the current recreational uses. The Town/County shall be responsible for the costs of removing immediately all buildings, facilities or structures which were not approved by the School District or the State Land Board. Nothing contained in this Agreement shall be deemed or construed to give any party any right, title, or interest in and to the Property superior to the interest and ownership of the State of Wyoming. Termination of the State's lease with the School District shall, at the option of the State Land Board, terminate this Agreement.

6. APPROVAL OF ALL IMPROVEMENTS. Prior to the construction, placement, or removal of any and all improvements, including signage, by the Town/County on any of the Property owned or leased by the School District, the Town/County must request and receive permission and approval from the School District in writing to construct, place or remove any and all such improvements. Upon reasonable notice to the Town/County, the School District may make any improvements without approval from the Town/County so long as such improvements do not interfere with the existing improvements on or uses of the Property. Prior to construction or placement of an improvement, or an alteration to an existing improvement, by the School District or a third party, the Town/County has the option of discontinuing the operational maintenance of that Field or Facility based upon their objection to such improvement or alteration.
7. PROHIBITED USES. The Town/County and School District shall not permit any of the Fields or Facilities which are the subject of this Agreement to be used by any person for purposes which are prohibited by the laws, regulations, covenants, and ordinances of the United States, the State of Wyoming, Teton County, and the Town of Jackson. At all times, the Town/County and School District shall prohibit the use or consumption of any alcohol or tobacco products on, including e-cigarettes and electronic vaping devices, at or around the Fields or Facilities unless otherwise permitted by law.
8. CONFLICT PROVISION. If there should be a conflict in scheduling between the School District and the Town/County, preference of use shall be given to the party who has control over use and scheduling during the time that the conflict arises.
9. BREACH OF AGREEMENT/TERMINATION CLAUSE. In the event that either party is unable to provide the services outlined in this Agreement, the non-breaching party will provide the other party with a written notice of the service issues that require resolution. In the event that the breaching party is unable to correct the service issues within thirty (30) days, the non-breaching party will have the option to give ninety (90) days' notice to terminate this Agreement in its entirety with no further rights, responsibilities, or obligations of either party.
10. REMOVAL OF FIELD OR FACILITY FROM USE. The School District may, at any time, remove from use any Field or Facility that is the subject of this Agreement upon reasonable notice to the Town/County.
11. ATTORNEY'S FEES. If any action at law or in equity shall be brought for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this agreement, or for

the recovery of the possession of the property, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney fees and costs.

12. NO PARTNERSHIP. The School District and the Town/County do not, in any way or for any purpose, become partners in the conduct of business, or otherwise or joint adventurers or a members of a joint enterprise.
13. WAIVER. The waiver by either party, or the failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement, shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement. To the extent that some uses may be allowed on or in School District fields or facilities which are not specifically scheduled or subject to this Agreement (such as use of fields for skate skiing tracks or ice rinks) which may be allowed on a temporary basis, allowance of such use by the School District does not imply that such use is grandfathered into, or becomes, part of this Agreement.
14. ASSIGNMENT. The Town/County may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the Property without first obtaining the School District's written consent, which consent shall not be unreasonably withheld. The School District specifically recognizes that the Town/County shall delegate their responsibilities under this agreement to the Teton County/Jackson Parks and Recreation Department, a joint department of the Town/County, which is administered by Teton County.
15. NOTICE. All notices, demands or other writings in the Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, certified and postage prepaid to the following:
 - a. Teton County School District #1, P.O. Box 568, Jackson, WY 83001;
 - b. Teton County Clerk, P.O. Box 1727, Jackson, WY 83001;
 - c. Town of Jackson Town Clerk, P.O. Box 1687, Jackson, WY 83001.Each party shall be responsible for providing to the other current contact information of the person in charge of scheduling use of the fields and facilities for that party.
16. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.
17. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming and venue is the Ninth Judicial District.
18. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
19. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.
20. GOVERNMENTAL IMMUNITY. Neither party hereto waives 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.

IN WITNESS WHEREOF, the parties hereto have entered into this Comprehensive Agreement
to be effective on the _____ of _____, 2021

TETON COUNTY SCHOOL DISTRICT NO. 1

BY: _____
its

ATTEST:

BY: _____
its

TETON COUNTY, WYOMING

BY: _____
its

ATTEST:

BY: _____
its

TOWN OF JACKSON, WYOMING

BY: _____
its

ATTEST:

BY: _____
its

Appendix A
Service Levels, January 10, 2022

The Town/County and School District recognize that the service levels will be updated in this Appendix A at some time in the future, but that, until such time, the current level of maintenance of the fields and facilities will be continued by the responsible party as set forth in the Agreement.

Comprehensive Recreational Fields and Facilities Use Agreement by and Between Teton County School District No. 1 and Teton County, Wyoming and Town of Jackson, Wyoming

A. Definitions

- a.** Agreement – Shall refer to the **Comprehensive Recreational Fields and Facilities Use Agreement by and Between Teton County School District No. 1 and Teton County, Wyoming and Town of Jackson, Wyoming**
- b.** TCJPR – Shall refer to Teton County/Jackson Parks & Recreation
- c.** TCSD – Teton County School District #1
- d.** SOP – Standard operating procedures
- e.** R&M- Repair and Maintenance

B. Standard Service Levels Summary

- a. General** – The service level goal for identified Fields and Facilities in the Agreement is to maintain safe, clean, functional, and accessible sports fields, facilities, and courts, to be open for play and maintained generally between April 1st and November 1st, weather permitting.
 - i.** To meet the service level goals identified, fields, courts, and restroom infrastructure inspections will take place to ensure there are no defects and are safe and functional to support the activity of the specific field and ensure original condition of the asset. Seasonal and cyclical protocols to be in place to ensure maximum life of the asset. Infrastructure to be monitored and inspected includes goals, nets, cranks, backboards, rims, structures, fences, dugouts, benches, bleachers, screens, netting, bases, foul poles, restrooms, trash cans, recycle cans, and signage.
 - 1. Repair and Maintenance on TCSD assets will be evaluated to determine if it is Capital repair and maintenance, as defined in the Agreement, vs Operational repair and maintenance (routine maintenance to keep an asset in its original condition).
 - 2. Capital R&M to be the responsibility of TCSD, Operational R&M to be the responsibility of TCJPR.
 - 3. If a discrepancy arises with respect to type of R&M and responsibility, written notice will be sent to the designated administrators to determine responsibility and course of action.
- b. Sanitation/Recycling** – The goal for all areas identified in Exhibit A is to be free of trash, limbs, leaves and other debris. Trash receptacles and liners to be clean, and trash will be removed to ensure no overflowing of receptacles. Recycling receptacles and liners to be clean, and materials will be collected based on a pre-determined schedule to ensure receptacles do not overflow. TCJPR will maintain an inventory of receptacles at each field/facility and be responsible for evaluating impacts by users and the school district to ensure clean spaces. Future replacement of trash and/or recycle receptacles to be the responsibility of TCSD.
- c. Multi-Use Turf Fields** – The goal is to maintain turf surfaces in a manner to achieve an appropriate surface to accommodate the type of play that occurs on each field and to be safe, clean, functional, and accessible. Maintenance to achieve this goal may include fertilizer/herbicide applications, mowing, trimming, annual aerification, adjustment of irrigation and dethatching to achieve appropriately playable surfaces. Additional goals to include playable field surfaces to be mowed at 2.5", approximately two times per week, weather dependent; areas outside of the playable field surfaces to be mowed at 3.5", approximately two times per week, weather dependent. Turf to be free of noxious weeds

and majority free of common weeds. To provide safe, playable surfaces, the goal is to achieve smooth and level turf surfaces with no depressions or features that will cause safety concerns for the sport being accommodated. Turf to be maintained in a fashion to achieve a goal of turf being green in color, healthy and aesthetically pleasing. Chemical applications, fertilizer, and herbicide will be evaluated annually and be done by Wyoming Certified Pesticide applicators and will meet all State and Federal guidelines. Public notification and signage to be implemented/posted prior to and during chemical applications. Application rate goal of Nitrogen to be 2lbs per 1000 sq. ft or less annually, based on weather conditions and field usage volume. All herbicide applications to be done by spot spraying only with rates defined by the chemical label. To achieve service level goals sidewalks should have clean edges, so no turf is encroaching on to the surface. Paver areas and sidewalks immediately around facilities to be reasonably free of weeds and have clean, aesthetically pleasing appearance. Goal netting to be maintained and replaced on a re-occurring basis as needed. Goal to be maintained by TJCPR and replaced by TCSD.

d. Field Lining

- i. Multi use fields to be lined based on direction from TCSD for schedules put forth by user groups. Lines to be straight, visible, and refreshed weekly, if needed, with water base athletic field paint at a width of 4".
- ii. Standard lining to be implemented on the Alpine Field and the Middle School Field annually as a service to support local youth non-profit organizations and may include:
 1. Alpine field - two medium-sized soccer fields, or one full-sized soccer field, laid out and refreshed as needed throughout the summer season. To be determined by youth soccer organizations prior to the start of the season.
 2. Middle School - two medium sized lacrosse fields, or one full-sized lacrosse field, laid out and refreshed as needed throughout the summer season. To be determined by youth lacrosse organizations prior to the start of the season.
- iii. Field lining requests to be taken through TCSD reservations system and communicated in a timely and efficient manner to TCJPR with the following timelines:
 1. Multi-field/Tournament lining request must be at least 30 days in advance
 2. Single field lining requests must be at least 2 weeks in advance
 - a. Changes to single field lining requests must be made at least 7 days in advance
 3. Field lining cancellation request:
 - a. Single event/TCJPR support with no lining – 24 hours
 - b. Single event, multi field and tournaments – 7 days in advance
 - c. No refunds for field lining will occur after the work has been performed, generally 3-5 days prior to the requested date.
 4. Weather cancellations – TCJPR will make recommendations to TCSD if a field is unplayable due to weather related field conditions. It will be the determination of TCSD to cancel within 24 hours. TCJPR will not issue refunds for field lining fees due to weather related cancellations.
- iv. Outside user groups wishing to do their own lining must obtain permission from both TCSD and TCJPR on fields covered within this agreement. If allowed by TCSD the user group shall be responsible for any turf damage or other impacts related to the activity and must provide their own equipment and supplies.

- e. Skinned Ballfields** – The service level goal for Ballfield surfaces is to maintain them in a manner to achieve an appropriate surface to accommodate the type of play that occurs on each field and be safe, clean, functional, and accessible. To achieve these service levels TCJPR has set the following mow schedule: Giant's infield area to be mowed at 2" approximately twice weekly, weather dependent; the Giant's outfield to be mowed at 2.5" approximately twice per week, weather dependent. Cow Pasture Fields and Alpine Little League fields to be mowed at 2.5" approximately twice weekly, weather dependent. Turf to be smooth and level with no depressions or features that will cause safety concerns for the sport being accommodated. Ballfields and dugouts shall be level, have proper

drainage, be majority weed free, and laid out to suit the appropriate use. To achieve safe, playable surfaces TCJPR anticipates skinned infields to be re-Graded annually in the spring prior to play. Frequency of dragging, lining, base, mound, and infield maintenance will be dictated by schedule put forth by user groups.

- i. The Giant's outfield fence to be taken down in mid-August through the end of the summer and put back up in the spring to accommodate the winter Nordic track and open additional field space in the summer.
 - ii. Bases, plates, and rubbers to be free from cracks or unsafe worn areas. Ballfields to be groomed, repaired, lined, and watered accordingly based on schedules put forth by user groups and SOP pertaining to said field. The turf/infield material interface should be clean and crisp. Service level goal for the interface at the same level or not to exceed .5" difference. Fields to be edged 3x per year: spring, summer, and fall, dependent upon weather, volume of usage and available resources. Batter's boxes and foul lines to be straight and visible at a width of 4". Foul lines in turf shall be straight, visible, and refreshed weekly with white water base athletic field paint at a width of 4".
 - iii. Fields shall be setup in the spring of each year to establish a baseline for service levels throughout the season. Standard operating procedures to achieve playable surfaces may include:
 - 1. Cow Pasture Fields infields anticipated to be groomed and prepped 2 times per week for 20 weeks during the season.
 - 2. The Giant's infield anticipated to be groomed and prepped 4 times per week for 18 weeks during the season, to correspond with the Giant's schedule request.
 - 3. Alpine Little League field anticipated to be groomed and prepped 4 times per week for a duration of 16 weeks to correspond with youth baseball schedule request.
- f. **Synthetic Fields** – TCJPR's goal is for both synthetic fields to be clean, safe, functional, and accessible throughout the summer season. To meet this goal regular inspections will take place throughout the summer season. Cleaning and grooming the synthetic fields will be coordinated with TCSD and a defined schedule will be identified, and set based on current and future equipment and implement inventory. Schedule to be set prior to March 1 each season and agreed upon by designated parties from TCSD and TCJPR.
 - i. TCJPR will be responsible for clearing snow from the south synthetic field each year to accommodate early season athletics and programming. Equipment and method to be coordinated with TCSD by March 1, or as weather dictates, each season with the goal of ensuring efficiency, safety, and protection of the asset.
 - ii. TCSD to provide HIC and Gmax testing annually and provide copies of test results to TCJPR.
 - iii. TCJPR to provide spring care and maintenance of both fields in conjunction with TCSD and will share equipment to complete maintenance practices in an efficient manner. To achieve service level goals, the following operating procedures may include:
 - 1. Fields to be "groomed" (including brushing, raking, aerating (3x a year) and sweeping)an anticipated minimum of 5 times per season May through September (monthly) based on volume of usage and weather.
 - 2. Based on equipment availability, TCSD and TCJPR will work to coordinate a schedule for cleaning of the fields.
 - iv. Playground – The playground at the synthetic fields will be visually inspected weekly and a detailed formal inspection per NRPA/CPSI standards monthly with records organized and kept for the duration of the structure. TCJPR will maintain a service level goal of ensuring fall zone material is meeting ASTM standards and will add fill as necessary. If a time comes to replace the fall zone material TCJPR will communicate to TCSD for the need to replace the asset in a timely manner.
- g. **Irrigation system(s)** – It will be the goal of TCJPR to maintain the irrigation system(s) as they exist at the time of this Agreement and is not responsible for design flaws with respect to coverage or water capacity flows. To ensure the system is intact and functional

TCJPR will implement the following operational goals. The following System(s) to be charged and blown out in a pre-determined order based on weather conditions each year (roughly June 1 and October 15). Blowout and charge up to be done in coordination with TCSD facilities team. Irrigation system(s) to be functional with a clock or timing apparatus; system(s) to have no apparent leaks and clocks to be adjusted as needed based on weather conditions and volume of usage to ensure maximum efficiency of water usage and to create an appropriately playable surface. There will be no standing water and no dry spots larger than the coverage of single head. Turf to be maintained to provide a surface firm enough to accommodate soccer, lacrosse, baseball, softball or other as weather conditions and user frequencies allow.

- i. The irrigation system is defined as all infrastructure related to watering turf for the fields and facilities included in the Agreement and is inclusive of the East Field, as it is part of the larger system.
- ii. TCJPR's responsibilities start at the curb stop for any of the 3 main points of water feed to the system: 1855 High School Rd #1122200 (Main); 1855 High School Rd #1591674 (Cow Pasture Fields) and 1230 S Park Loop Rd #1253107 (Middle School). Interior to the system are 2 meters: High School Tennis Fountain #1591606 and High School Tennis irrigation #1591607 also included.
- iii. Per the Agreement irrigation costs shall be split evenly between TCSD and TCJPR for meters: #1591607; #1253107; #1122200.
- iv. Operational R&M, as it relates to the irrigation system, is defined as any repair or maintenance of the above ground portion of the asset. To include repairs to time clocks; repairs to irrigation valves; and adjustment, repair, and replacement of irrigation heads. Replacement of time clocks, valves, water meters and all underground repairs to the existing irrigation system are considered Capital R&M and will be the financial responsibility of TCSD. It will be the responsibility of TCJPR to coordinate and oversee these repairs/replacements in coordination with TCSD.

h. Tennis courts and *Skatepark (not included in Agreement) – The service level goal for the skatepark and tennis courts will be to maintain them in a manner as to ensure a clean, safe, functional, and accessible facility. To achieve this goal, the following SOP's may be implemented:

- i. Facilities inspected and setup for the season each spring, as dictated by weather and usage requests. Courts to be cleaned, and power washed prior to the season each year. Tennis courts to have wind screens and nets installed prior to the season, timing to be dependent upon weather conditions.
- ii. Kiosks and signage inspected and maintained annually
- iii. Courts kept free of debris and cleaned, blown or power washed as conditions dictate throughout the season, at minimum once per month.
- iv. A seven-year cyclical plan for court re-surfacing recommended to be implemented.

i. Restrooms – It will be the goal of TCJPR that the public restrooms (Synthetic Field and Stadium Field) to be cleaned for the public in such a manner as to be presentable, safe, and sanitized and with no offensive odors. To be stocked with toilet paper and hand soap during open restroom hours. Restrooms inspected daily throughout the season to ensure contractor compliance. Daily cleaning frequency is anticipated at (x) times per day. Additional cleaning requests may be made available at additional cost per individual cleaning rate of professional service contract.

- i. Synthetic Field restrooms to be open and under TCJPR cleaning contract from approximately March 23rd through October 15th annually.
- ii. Stadium restrooms to be open and under TCJPR cleaning contract from approximately April 10th to October 15th annually.
- iii. Any usage of the restrooms outside of these dates will fall to TCSD to clean and stock.
- iv. TCSD will be responsible for winterizing restrooms at a date determined by TCSD and communicated to TCJPR in a timely manner.

j. Landscape/Forestry/Native – TCJPR service level goals for areas of landscaping, forestry and native vegetation that are identified in the Agreement will be as followed: areas to be

evaluated annually to ensure healthy plantings, and aesthetically pleasing areas free of debris. Trees and shrubs that fall within the specific areas to be inspected annually and trimmed to ensure site lines, protection of infrastructure and safety of adjacent field/facility. In the event a tree needs to be removed based on evaluations, TCSD shall be notified and given a recommendation to include an ISA Risk Assessment form. Landscaped areas around the tennis courts to be free of noxious weeds, relatively free of weeds and mulched cyclically. Plantings to be trimmed or cut back annually and a cyclical schedule for mulching will be included every 2-3 years. Native areas, around the tennis courts and synthetic fields, to be cut back in the fall and free of noxious weeds.

k. OTHER ASSETS/INFRASTRUCTURE - Hardscapes/Lighting/Fencing

- i. **Hardscapes** – It will be the goal of TCJPR to maintain hardscapes immediately adjacent to the synthetic fields inside the fence line, and associated areas immediately around the restroom and playground in manner to achieve clean, safe, functional, and accessible areas. Areas to be blown off regularly and be free of trash/debris. Other hardscapes/sidewalks around fields to be clean and free of debris and blown off regularly in conjunction with mowing/turf care activities.
- ii. **Lighting** – Lighting infrastructure associated with the Cow Pasture Fields and Giant’s field area will be monitored and inspected to ensure appropriate and safe lighting is available at each location. Timers (Cow Pasture Fields) and associated contract with Musco Lighting (Giant’s field area) to be managed by TCJPR based on schedule requests throughout the seasons. Musco lighting contract is a 25-year contract and runs through 2032.
 1. Lighting requests for field reservations to be communicated to TCJPR through TCSD field reservation software for management of the lighting schedules.
- iii. **Fencing** – It is the goal of TCJPR to ensure fencing is intact, safe, and suitable for delineation of fields. Fencing to include back stops, dug out fencing and standard fencing around the synthetics, Giant’s field, and Cow Pasture Fields.
 1. TCJPR will inspect fencing as part of our field, athletic and infrastructure protocols and notify TCSD if there are safety or asset concerns.
 2. Fencing on ballfields to have fence capping along the top, posts to be secure in the ground and chain-link fencing to be free of hazards and gaps.
 3. Replacement of entire lengths chain-link fence facing, or posts to be considered capital R&M.

C. TCJPR Amenity/Service fee schedule

a. Support amenities offered to user groups by TCSD

- i. **Field Lighting - \$40 per request.** Lights shall be off by 10PM to correspond with Town of Jackson lighting standards.
- ii. **Infield prep and setup - \$80 per field per occurrence.** To include lining of baselines and batters’ box, dragging/grooming of infield, base and mound preparation.
- iii. **Multi-use field lining/Set up - \$100 per field per occurrence.** Includes layout of field per request and lining of said field. Fields can be refreshed at no charge if requested and completed within 7 days of initial lining.
- iv. **Irrigation locates - \$32 per occurrence.** Irrigation locates shall be required for any tenting or structures that shall be placed on a requested field.
- v. **Additional mowing – \$72 per request per field.** Additional mowing of a turf surface outside the Monday and Friday windows may be accommodated if resources allow. Requests should be made at the time of the reservation and TCJPR will communicate whether the request can be accommodated.
- vi. TCJPR does not recommend driving vehicles or non-maintenance equipment on any turf surfaces. In the event a request is made to TCSD to place or drive a vehicle or equipment on areas identified in the Agreement, TCJPR shall not be responsible for direct cost of repairs.

D. Financial Impact

- a. TCJPR will update maintenance costs annually to reflect anticipated labor and contract rate increases for the following fiscal year by December 1st.
- b. TCJPR will provide an anticipated cost for services for the following fiscal year to TCSD by December 1st. Cost estimate will be reflective of service levels and any changes identified in Appendix A. TCJPR will use prior year actuals and projected cost adjustments to formulate the cost of field maintenance.
- c. TCJPR will request funding allocation from the Teton County Board of County Commissioners and Jackson Town Council in total sum equal to 50% of the anticipated maintenance costs. The remaining 50% cost shall be reimbursed to TCJPR from TCSD. If required funding is not available or allocated by either governing body, TCJPR and TCSD shall review level of service standards and modify appendix A to comply with funding level allocation.

EXHIBIT A
FIELDS

1. Cow Pasture Fields
2. Skateboard Park
3. Babe Ruth Field (Giants' Field)
4. Middle School Field
5. Alpine Field
6. High School Synthetic Fields
7. High School Tennis Courts
8. North Field
9. Alta Field

FIELDS NOT SUBJECT TO AGREEMENT

The following fields specifically are not the subject of this Agreement and shall be maintained by the School District:

1. East Field
2. Wilson School Field
3. DJES Field
4. McIntosh Stadium

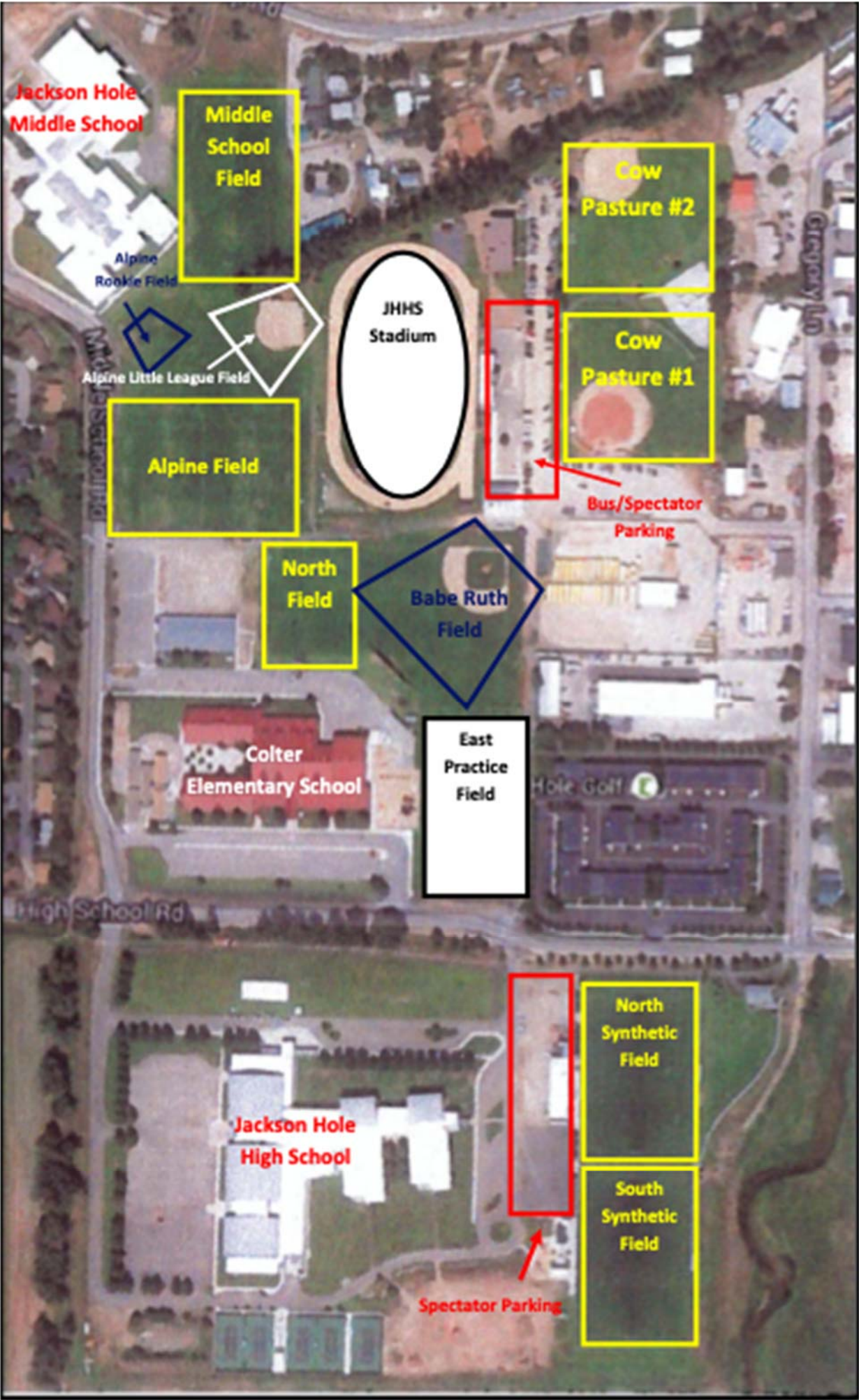
Any requested use of such fields by the Town/County or other third-party individual or entity shall be scheduled through the School District, and any and all costs of such field use shall be billed by and paid directly to the School District pursuant to the School District's policy, procedures and Facilities Use Application and Agreement.

EXHIBIT B
FACILITIES

1. Davey Jackson Elementary School Gym
2. Colter Elementary School Gym and Cafeteria
3. Middle School Gym and Cafeteria

All other facilities that are owned and maintained by the School District are not the subject of this Agreement and shall be maintained, scheduled and controlled by the School District. Any requested use of such facilities by the Town/County or other third party individual or entity shall be scheduled through the School District, and any and all costs of such facilities use shall be billed by and paid directly to the School District pursuant to the School District's policies, procedures and Facilities Use Application and Agreement.

EXHIBIT C
MAP OF FIELDS AND FACILITIES





JOINT INFORMATION MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTERS: Larry Pardee/Alyssa Watkins

MEETING DATE: January 10, 2022

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

Current SPET collections are roughly estimated around \$19M 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
 - Timeline

- Applications
- Criteria Review
- 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

N/A

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 and support a SPET election in 2022, 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 in 2022.

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%			\$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%			\$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%			\$166,667.00	17.48%	\$786,982.00	82.52%							100.00%	\$953,649	\$0.00
August-22	\$1,753,325.00					\$166,667.00	9.51%			\$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%			\$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%			\$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				\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%			\$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%	\$1,506,788.00	100.00%	\$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																				



JOINT INFORMATION MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: County & Town Administration **PRESENTERS:** Larry Pardee

MEETING DATE: January 10th, 2022

SUBJECT: Diversification of Town/County Funding Sources (Larry Pardee, 60 mins)

STATEMENT/PURPOSE

The purpose of this item is for Teton County and the Town of Jackson to begin discussions on future Town/County funding options and diversification. Specifically, to agree on a timeline, schedule and process to complete these discussions.

BACKGROUND/ALTERNATIVES

This topic originated at the February 2021 Joint Teton County and Town of Jackson retreat. At the retreat, facilitator Heather Bergman led the Elected Officials and staff through an agenda of identified items allowing for discussion and feedback. Topics discussed included:

Town/County Relationship: What's the Ideal Case?

- Elected officials were given an opportunity to state what this means for them with the goal of finding common understanding and awareness in the group.
- **Summary:** We understand one another's jurisdiction and the context of it when we discuss. We are sensitive to one another's funding/policy options and preferences. We are respectful of one another's perspectives. We all remember that together we serve and impact the whole community but also different voters and constituents. We give each other the benefit of the doubt on intent and impacts of our words and actions / assume positive intentions. We recognize that we are one community (and maybe one day we work together as a single body). We offer and appreciate financial transparency with one another. We complement each other's abilities, jurisdictions, funding mechanisms, etc. We make government work for the people who live here.

Town/County Relationship: What's the Current Condition?

- Building on the first topic, elected officials discussed the following to identify areas to build on and areas for improvement:
 - What's working?
 - What's not working?
- **Summary:** We work together through monthly meetings and regular check-ins and our staffs work together pretty well. Our housing is a good example of right-sized governance, joint efforts. Communication between electeds and staff is working. Areas that need work include improved communications and respect, using our shared voices to add value for the community. Sometimes we overstep, wander out of our lanes and staying in our lanes is harder than it sounds. It would be good to create better clarity between policy and understanding of funding and options of each entity and associated constraints. We lack a shared strategy for the community and are often reactive and tactical instead. Improved alignment between scope/scale of challenges and scope/scale of solution would be good. Water quality and wastewater. START/Transportation—governance, funding, access.

Budgets, Revenues, and Joint Powers Agreements

- Staff and County Elected Officials presented and explained current Town and County budgets including sources of revenue and expenditures to help each jurisdiction gain a better understanding of the other.

Departments/Initiatives/Areas

- Staff and County Elected Officials presented on joint Departments/Initiatives/Areas to provide a common understanding of the current make up of each prior to discussing potential adjustments/ revisions. Areas to be addressed include:
 - Organization Lead: Town or County, Other
 - Organizational Structure: Joint Powers Agreement (JPA), Memorandum of Understanding (MOU), Adopted Plan, other
 - Decision Making Authority: Joint Town and County, Town or County, Board, other
 - Board(s): Recommending or Final Decision
 - Annual Budget:
 - Funding Split:
- Stay the Course:
 - Staff has preliminarily identified existing joint efforts in this category meaning there would be no change in the overall approach/funding moving forward, and they would not be discussed.
 - Elected officials review this list and, recommended moving items to “Adjust/Revise.”
- Adjust/Revise the Current Approach:
 - Staff preliminarily identified existing joint efforts in this category for discussion of potential adjustments or revisions to the current approach/funding for further discussion.
 - Elected officials reviewed this list and made recommendations to move items to “Stay the Course” or identify what potential Adjustments/Revisions should be discussed.
- Potential New Joint Efforts: Scoping, Funding, and Governance:
 - Staff listed new joint efforts identified by elected officials for discussion as follows:
 - START/RTA Governance and Funding
 - Transportation
 - Water Quality/Water Quality Plan
 - Ecosystem Services Commission
 - Environmental Protection Department
 - Ecosystem Stewardship Department
 - County Carrying Capacity
 - Town Water and Sewer Capacity Study 2020
 - Northern South Park Water and Sewer Hookups
 - Funding Options/Diversification/SPET vote 2022
 - Community Funding of Services versus Town or County Funding
 - Options for Helping with Childcare
 - Health and Human Services
 - Future of Fair Grounds
 - 2022 Comp Plan Review – Is this our “Constitution?”
 - Elected officials were asked to clarify the scope, funding, and governance of each of the potential new joint efforts.

Next Steps

- Elected Officials were asked to rank, in order of priority and importance, Departments/Initiatives/Areas identified and Potential New Joint Efforts with the goal to narrow the list to 2-4 items for staff to bring back more detailed descriptions including the staff and resources needed to move these items forward. Items prioritized for additional discussion would be placed on an upcoming Joint Information Meeting and for possible consideration in FY22 budgets.
- After much discussion the Elected Officials ranked in order of priority and importance the priorities identified during the retreat and new Joint Work Items as follows:

Monday, February 22, 2021

Discuss / Revise / Adjust --	RESULTS				
Proposed Items	TOTAL	MIN	MAX	AVG	MEDIAN
START/RTA Governance and Funding	14	1	3	1.4	1
Funding Options / Diversification / SPET vote in 2022	29	1	6	2.9	2
HHS	38	2	6	3.8	4.5
Housing	42	1	7	4.2	4.5
Long Range Planning	40	2	7	4.4	4
LEGISLATIVE ITEMS	55	3	7	5.5	6
Fire/EMS	56	3	8	5.6	6
New Joint Work Items --	RESULTS				
Proposed Items	TOTAL	MIN	MAX	AVG	MEDIAN
Water Quality / Water Quality Plan	11	1	2	1.1	1
Options for Helping with Childcare	29	2	3	2.9	3
Ecosystem/ Environmental Stewardship Department	34	1	5	3.4	4
North South Park Water and Sewer Hookups	36	2	5	3.6	4
Future of Fair Grounds	35	2	5	3.9	4

Town of Jackson Informational Overview of Diversification Funding Sources - Work to Date.

In the months following, the Joint Retreat the Town began working on a Future Funding of Local Government initiative to better understand the Town of Jackson current and future budget challenges and opportunities. This was an important step as the Town had not considered its overall macro approach to how to fund Town government other than the annual budget process for decades. It was important for the Town to consider that although we had not considered our overall budget approach for some time today, the Town manages more storm drains and drainpipes, maintains more public restrooms, parking lots, sidewalks, and roads, and answers more calls for service for Firefighters, Police and Public Works than ever before. Our community has grown in population size, visitations, and in sophistication in terms of the standards of service residents consider necessary for everyday life. Core services, things people depend on every day, have increased between 50 to 70 percent in the last twenty years including these few specific examples:

- Calls for service for Fire/EMS have risen 69% since 2010
- The Town manages 50% more storm water and storm drainpipes than it did in 2000
- The Town maintains 10 more public parking lots and 3 more restrooms than in 2000
- The number of roads the Town manages has increased by nearly 30% since 2000
- Today, the Town's sewer facility is twice the size it was in 2000

To address this the Town completed a 6 step Future Funding framework which included first better understanding our current expenditures and funding resources before moving on to develop a Future Funding strategy identifying our desired future expenditures and associated funding resources. Now that this work is complete, the Town looks forward to the opportunity to begin working with Teton County to develop a diversified and sustainable budget for the Town along with a similar strategy for Joint programs and key shared areas.

To help guide our Town initiative, Council identified and approved their goal statement and desired outcomes as follows:

- **To diversify and develop sustainable funding to meet the needs and desires of the community.**

During the Future Funding initiative, the Town identified two key structural challenges with the current Town budget as we look forward over the next 5 years as follows:

Challenge #1: The status-quo Town budget, which represents the current Level of Service (LOS) projected over the next 5 years (FY23- FY27) with (7%) inflation growth adjustments only is unsustainable. The Town of Jackson relies on local goods, supplies and professional services to support our Town programs in serving our community, which in turn are a few of the key drivers in our inflation estimates, as shown in the model below.

Town of Jackson General Fund Finances: 2022-2027

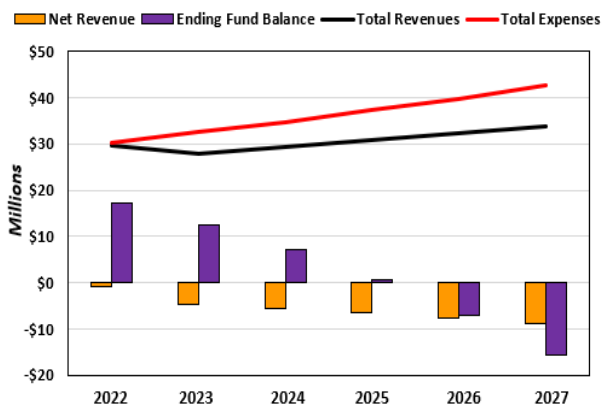
Projected Revenues, Expenses, Net Change, and Fund Balances

Model working Assumptions

Annual Basic Revenue Growth	5.0%	Note: 6.6% is the 10-yr annual growth rate average
Annual Basic Expense Growth	7.0%	Note: 8.8% is the 10-yr annual growth rate to maintain status-quo service levels.
Annual Additional Expense Growth	0.0%	Note: 2% is the needed additional growth in staffing and funding

	Status-quo					
	2022	2023	2024	2025	2026	2027
Starting Fund Balance	\$18,029,873	\$17,191,226	\$12,553,333	\$7,033,721	\$542,815	(\$7,016,621)
Revenues						
Total Revenues	\$29,527,015	\$27,853,366	\$29,246,034	\$30,708,336	\$32,243,753	\$33,855,940
Expenses						
Total Expenses	\$30,365,662	\$32,491,258	\$34,765,646	\$37,199,242	\$39,803,189	\$42,589,412
Net Revenue	(\$838,647)	(\$4,637,893)	(\$5,519,612)	(\$6,490,906)	(\$7,559,436)	(\$8,733,472)
Ending Fund Balance	\$17,191,226	\$12,553,333	\$7,033,721	\$542,815	(\$7,016,621)	(\$15,750,093)
Note: targeted fund balance 25%	57%	39%	20%	1%	-18%	-37%

Town of Jackson Finances: 2022-2027



Challenge #2: The Town estimates that the current status quo budget plus inflation will not be sufficient to maintain the current quantity and quality of services provided to our community today and thus will require additional staffing and funding resources beyond current levels over the next 5-years just to maintain current service and program areas. As a result, the Town projects an even larger budget deficit by 2027 than identified in Challenge #1 as shown in the model below.

Town of Jackson General Fund Finances: 2022-2027

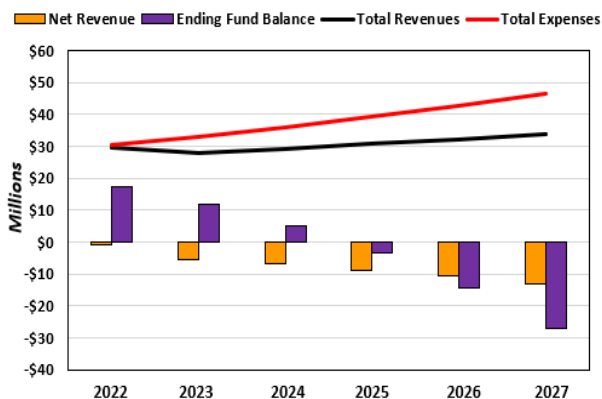
Projected Revenues, Expenses, Net Change, and Fund Balances

Model working Assumptions

Annual Basic Revenue Growth	5.0%	Note: 6.6% is the 10-yr annual growth rate average
Annual Basic Expense Growth	7.0%	Note: 8.8% is the 10-yr annual growth rate to maintain status-quo service levels.
Annual Additional Expense Growth	2.0%	Note: 2% is the needed additional growth in staffing and funding

	Status-quo					
	2022	2023	2024	2025	2026	2027
Starting Fund Balance	\$18,029,873	\$17,191,226	\$11,946,020	\$5,114,611	(\$3,501,466)	(\$14,121,323)
Revenues						
Total Revenues	\$29,527,015	\$27,853,366	\$29,246,034	\$30,708,336	\$32,243,753	\$33,855,940
Expenses						
Total Expenses	\$30,365,662	\$33,098,572	\$36,077,443	\$39,324,413	\$42,863,610	\$46,721,335
Net Revenue	(\$838,647)	(\$5,245,206)	(\$6,831,409)	(\$8,616,077)	(\$10,619,858)	(\$12,865,395)
Ending Fund Balance	\$17,191,226	\$11,946,020	\$5,114,611	(\$3,501,466)	(\$14,121,323)	(\$26,986,718)
Note: targeted fund balance 25%	57%	36%	14%	-9%	-33%	-58%

Town of Jackson Finances: 2022-2027



With this being said, the Town currently has the largest fund reserves percentage wise in the history of Jackson. Our current year-to-date estimate is finishing \$3,000,000 ahead of budgeted revenue projections in FY2022, the challenges identified above account for this additional funding. Stated another way, even with our historically high budget reserves our financial model over the next 5 years shows future budget deficits identified as Challenge 1 and 2.

Throughout our Future Funding of Local Government initiative, we continually discussed that there are only a few options available to address these future challenges:

1. Reductions in current expenditures in our program areas and/or reprioritize resources to higher priority programs only,
2. Exploration and identification of new revenue sources to be utilized, and/or
3. Some combination of reducing expenditures and creating additional funding resources.

Town Council has reached consensus that an additional 7th cent of countywide sales and use tax is their top priority moving forward to address these challenges. In doing this Council made a conscious decision to become more proactive in securing future funding to ensure the Town has the necessary financial resources to meet the needs and desires of our community. The Town's budget is the clearest expression of our values for our community. The Town understands that to be proactive to address these challenges, we are going to need to fundamentally change the way we have done budgeting to begin looking at a long-term financial planning horizon using a 5-year planning model that is diversified and

sustainable. The Town seeks to ensure that it meets the current community service provision into the future, which calls for timely, efficient, and safe delivery of quality services, facilities, and infrastructures in a fiscally responsible and coordinated manner. The financial model and the challenges identified by it help better illustrate our funding challenges and opportunities related to current and future funding of local government.

The work and outcome of the Town Future Funding initiative to date has led us to now reach out to begin working with Teton County to look forward to the next 5-years to allow both local government agencies to proactively meet their expenditure and funding goals. Following are two initial outcomes of the Town Future Funding strategy to begin this discussion:

- 1. For Teton County and Town of Jackson to begin discussions on whether to jointly support an election in 2022 for a County wide 7th cent local option sales & use tax.**
- 2. For Teton County and Town of Jackson to develop a 6-month schedule to review current Joint funding and expenditures and make any desired changes to the current overall approach including review and oversight of Joint Departments.**

COMPREHENSIVE PLAN ALIGNMENT

To successfully implement the Comprehensive Plan, Council must set priorities, be strategic, and be disciplined. A critical component is prioritizing and identifying the necessary level of funding to address desired goals, policies, and strategies. As a result, this project is critical to the successful implementation of the Community Priorities and Comprehensive Plan. Specifically, dedicated funding sources are identified for open space, transportation, and housing. In addition, many of the programs and strategies called for in the Comp Plan come at an additional cost to the community that current funding levels cannot accommodate. Chapter 8 - Quality Community Service Provision calls for *"Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner."*

STAKEHOLDER ANALYSIS

All residents of the Town and County.

FISCAL IMPACT

None at this time.

STAFF IMPACT

The staff impact of preparing this information for January 10th, 2022, meeting is approximately 2 hours. Staff is expecting to spend an additional 50 to 100 hours over the next months in order to complete the initiative. Work on this initiative includes time primarily from the Town and County Finance and Administration Teams with additional time spent by several other Town and County Departments as needed.

LEGAL REVIEW

ATTACHMENTS

None

RECOMMENDATION

Staff recommends proceeding with the Town/County Funding Sources initiative as described in this staff report, including any additional direction provided by Town and County Elected Officials at this meeting as follows:

1. For Teton County and Town of Jackson to begin discussions on whether to jointly support an election in 2022 for a County wide 7th cent local option sales & use tax.
2. For Teton County and Town of Jackson to develop a 6-month schedule to review current Joint funding and expenditures and make any desired changes to the current overall approach including review and oversight of Joint Departments.

SUGGESTED MOTION

I move to direct Town and County staff to proceed with the Town/County Funding Sources initiative as described in this staff report, including any additional direction provided by Town and County Elected Officials at this meeting as follows:

1. For Teton County and the Town of Jackson to begin discussions on whether to jointly support an election in 2022 for a County wide 7th cent local option sales & use tax at the February JIM or at a Joint Retreat and direct staff to prepare a staff report including all necessary process details and dates for consideration at that time.
2. For Teton County and the Town of Jackson to develop a 6-month schedule to review current Joint funding and expenditures and make any desired changes to the current overall approach including review and oversight of Joint Departments for consideration at the February JIM or Joint Retreat.