

## **Special Joint Information Meeting**

### **TOWN COUNCIL & COUNTY COMMISSIONER MEETING**

July 18, 2022

10:00 AM

County Chambers

Chair: Natalia Macker

**NOTICE:** THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

#### **I. ZOOM LINK FOR PUBLIC PARTICIPATION**

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/86882362460>

If the link does not work, join at zoom.com with Webinar ID **868 8236 2460**

or join by phone **+1 (669) 900 6833** with Webinar ID **868 8236 2460**

#### **II. CALL TO ORDER AND ROLL CALL**

#### **III. DISCUSSION/ACTION ITEMS**

A. SPET Ballot Resolution - Continued (Lea Colasuonno & Abigail Moore)

#### **IV. 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.*



BOARD OF COUNTY  
COMMISSIONERS



TOWN  
COUNCIL

# JOINT INFORMATION MEETING AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Town and County Administration **PRESENTER:** Abigail S. Moore/Lea Colasuonno

**MEETING DATE:** July 18, 2022

**SUBJECT:** Public Comment, SPET Dialogue and Final Edits to Amounts and Draft Ballot Language

## STATEMENT/PURPOSE

The purpose of this item is for the Town Council and County Commission to make final edits to the ballot resolution language and amounts, consider the memorandums of understanding with St. John's Health ("St. John's"), Teton County School District No. 1, ("TCSD"), and Central Wyoming College ("CWC") and finalize and approve the ballot resolution for delivery to the County Clerk no later than Wednesday July 20<sup>th</sup>.

## BACKGROUND/ALTERNATIVES

Below is a summary table of the straw polls conducted, including at the July 6 meeting.

| SPET Compilation                                             |                |                       |
|--------------------------------------------------------------|----------------|-----------------------|
| Project                                                      | SPET Request   | Straw Poll for Ballot |
| Projects Generally Agreed Upon for Ballot for July 11 Ballot |                |                       |
| Teton Youth and Family Services: Building Brighter Futures   | \$ 2,000,000   | \$ 2,000,000          |
| Water Quality Master Plan Implementation                     | \$ 10,000,000  | \$ 10,000,000         |
| CWC: Jackson Outreach College                                | \$ 10,000,000  | \$ 10,000,000         |
| TCSD: Bronc Achievement Center                               | \$ 16,505,139  | \$ 16,505,139         |
| Transportation Alternatives                                  | \$ 20,000,000  | \$ 15,000,000         |
| ECW: Community Energy Leverage Fund                          | \$ 10,000,000  | \$ 5,000,000          |
| Fire Stations Hoback and Wilson                              | \$ 15,000,000  | \$ 15,000,000         |
| Walkable Community                                           | \$ 3,000,000   | \$ 3,000,000          |
| Teton Conservation Fund-County Wide                          | \$ 10,000,000  | \$ 8,000,000          |
| TCSD Housing                                                 | \$ 16,000,000  | \$ 16,000,000         |
| St. John's Health: Rentals & Overnight Lodging               | \$ 24,000,000  | \$ 24,000,000         |
| Town Employee Housing Projects                               | \$ 20,000,000  | \$ 10,000,000         |
| County Employee Housing                                      | \$ 20,000,000  | \$ 10,000,000         |
| Community Housing Fund                                       | \$ 20,000,000  | \$ 25,000,000         |
| Totals                                                       | \$ 226,505,139 | \$ 169,505,139        |

Prior to further dialogue about the outstanding key questions, public comment should be taken.

### Statutory Deadline for placement of SPET on General Election Ballot

SPET elections must be held pursuant to the requirements set forth in Wyoming's Political Subdivision Bond Election Law. W.S. 39-15-103(a)(iii)(A). Not less than one hundred ten (110) days before an election, the political subdivision must provide written notification to the county clerk specifying the date of the election and the ballot question to be put before the voters. W.S. 22-21-103. The SPET Resolution approving the ballot question(s) to be put before the voters on Tuesday, November 8th with the specific purpose(s) and specified amount(s) of tax to be collected, must be approved and signed by both the County and Town and submitted to the Teton County Clerk **no later than Wednesday July 20th.**

### OUTSTANDING KEY ISSUES:

1. **Finalize Ballot Resolution Language.** The Council and Commission have worked through all language on the ballot at least once. The attached draft includes the most recent language. Staff have made edits to the ballot language Transportation Alternatives item. One item in particular, "Community Housing," has not been finalized.
2. **Finalize the Amount of Each Item.**
3. **Memorandums of Understanding.** As directed, staff has revised the MOUs consistent with the motion in the last JIM meeting for CWC, St. John's, and TCSD. It was sent to the three SPET applicants with a request that signed MOUs be returned prior to the JIM on Monday so that they may be presented and considered by the elected officials. CWC signed the MOU that was provided. St John's signed the MOU that was provided but asked that any changes made to the TCSD MOU potentially be incorporated into its MOU, which could be re-executed. TCSD held a special meeting on Wednesday July 13<sup>th</sup> and approved the MOU with revisions made by the board.

The process moving forward is as follows:

| 2022 SPET Timeline                                                                                                          |                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Monday July 18, 2022                                                                                                        | Continue discussion on the key issues; potential final approval of ballot resolution |
| Additional Special Meeting or Adoption at Separate Council/Commission Meetings Before July 20, 2022 <b>DATE MUST BE SET</b> | If necessary final discussion & ballot resolution adoption                           |
| Education and Information Period                                                                                            | July 20, 2022 - November 7, 2022                                                     |
| Tuesday, November 8, 2022                                                                                                   | Election                                                                             |

### COMPREHENSIVE PLAN ALIGNMENT

Utilizing SPET to gain community support for funding community priorities and initiatives is in alignment with the Comprehensive Plan specifically including the following principles and policies:

- **Policy 1.4.d:** Establish a funding source for open space
- **Strategy 1.2.S.3:** Develop a water quality enhancement plan that includes consideration of additional County funding for water quality and commits to joint Town and County coordination.
- **Strategy 1.4.S.4:** Explore the establishment of a dedicated funding source for the acquisition of permanent open space for wildlife habitat protection, scenic vista protection, and agriculture preservation.
- **Policy 5.4.e:** Establish a reliable funding source for workforce housing provision
- **Strategy 5.4.S.10:** Explore the dedication of more staff and funding to the Housing Supply Program
- **Policy 7.1.e:** Establish a permanent funding source for an alternative transportation system
- **Policy 10.3.c:** Elected Officials will set and fund the Plan
- Other

## STAKEHOLDER ANALYSIS

Stakeholders include those paying sales tax in Teton County, residents and guests of Teton County that will benefit from new projects and facilities, and Town and County governmental organizations that will receive funding from SPET thereby reserving other Town and County funds for other priorities.

## FISCAL IMPACT

There is no direct fiscal impact to continuing dialogue about SPET ballot initiatives or providing direction to staff on key decision points. Once final ballot initiatives are successfully passed by the voters, staff will have a better idea as to the fiscal impact of those items. Some items may be a positive impact on the Town and County annual budgets by providing SPET funding for projects that would not need to be funded from other Town or County revenue. Some items may result in additional staffing needs, operational costs, or cost overruns that may occur during construction. Some projects may not have any fiscal impact on the Town or County budgets as they are for outside entities.

## STAFF IMPACT

The staff impact of preparation of this staff report was approximately 4 hours combined and the estimated time to be spent at the JIM meeting is approximately 18 hours combined. As noted in a previous staff report, the comprehensive staff impact of moving forward with placing SPET initiatives on the ballot in November is approximately 437 hours.

## LEGAL REVIEW

L. Colasuonno, Town Attorney

A. Moore, Deputy County Attorney

## ATTACHMENTS

Current DRAFT Ballot Resolution

Signed MOU\* Between Town, County, and TCSD (\*revised by TCSD; redline to be presented at meeting)

Draft MOU Between Town, County, and CWC (signed MOU to be presented at meeting)

Signed MOU Between Town, County, and St. John's

## RECOMMENDATION

Staff recommends the Town Council and County Commission take public comment, and, if possible, make final edits to the ballot resolution language and amounts, decide on the requirement for an MOU, and finalize and approve the ballot resolution for delivery to the County Clerk.

## SUGGESTED MOTIONS

### **Motions for MOUs:**

- Town: I move to approve the Memorandums of Understanding Between the Town of Jackson, Teton County, and St. John's Health, Teton County School District No. 1, and Central Wyoming College, respectively, and authorize the Mayor to execute the documents presented today.
- County: I move to approve the Memorandums of Understanding Between the Town of Jackson, Teton County, and St. John's Health, Teton County School District No. 1, and Central Wyoming College, respectively, and authorize the Chair of the Board of County Commissioners to execute the document presented today.

### **Motions for Ballot Resolution:**

- Town: I move to approve the ballot language as discussed and finalized at this meeting, authorize the Mayor to execute the resolution, and direct staff to coordinate with Teton County elected officials and staff as necessary to submit the final resolution to the Teton County Clerk for placement on the ballot no later than Wednesday July 20, 2022.

- County: I move to approve the ballot language as discussed and finalized at this meeting, authorize the Chair of the Board of County Commissioners to execute the resolution, and direct staff to coordinate with the Town to submit the final resolution to the Teton County Clerk for placement on the ballot no later than Wednesday July 20, 2022.

JOINT RESOLUTION APPROVING PROPOSITIONS FOR CONTINUATION OF A 1% SPECIFIC PURPOSE  
EXCISE TAX IN TETON COUNTY, STATE OF WYOMING, SAID PROPOSITION TO BE PLACED ON THE  
GENERAL ELECTION BALLOT ON NOVEMBER 8, 2022

**WHEREAS**, Wyo. Stat. Ann. §§39-15-204(a)(ii) and 39-15-204(a)(iii) authorize a county to impose an excise tax not to exceed two percent (2%) upon retail sales of tangible personal property, admissions and services made within the county, the revenue from which excise tax shall be used in a specified amount for specific purposes authorized by the qualified electors; said specific purposes not to include ordinary operations of local government except those operations related to a specific project; and

**WHEREAS**, the Board of County Commissioners of Teton County and the Mayor and Town Council of the Town of Jackson, Wyoming (hereinafter sometimes referred to as the "Governing Bodies") have agreed upon a procedure to be utilized in Teton County for the submission of specific purpose excise tax project questions to the voters of the County; and

**WHEREAS**, Teton County is presently imposing one percent (1%) sales and use tax for specific purpose tax authorized by Wyo. Stat. Ann. §§ 39-15-203(a)(ii) and (iii) as well as Wyo. Stat. Ann. §§ 39-15-204(a)(ii) and (iii) which tax is estimated to expire in September 2024 (the "Prior 1% Tax"); and

**WHEREAS**, the Town of Jackson is a first-class city but commonly refers to itself as the Town of Jackson. The use of the word "town" in this document does not denote an official statutory designation as a "town." The use of the word "town" means "city" for purposes of legal statutory designation; and

**WHEREAS**, the Governing Bodies have further determined that it is necessary to submit to the qualified electors of the County the proposition for the continuation of the one percent (1%) tax (hereinafter sometimes referred to as the "Tax Proposition"); and

**WHEREAS**, the Governing Bodies hereby notify the Teton County Clerk prior to July 20, 2022, of their intention to place the Tax Proposition for specific purposes on the November 8, 2022, general election ballot; and

**WHEREAS**, the Governing Bodies have further determined that the Tax Proposition should be made available for the following projects in the specific principal amounts and specific purposes set forth below and the language suggested to the County Clerk is as follows:

*Shall Teton County, State of Wyoming, be authorized to adopt and cause to be continued a one percent (1%) specific purpose excise tax (the "Tax") within Teton County for the purpose of raising and collecting the amounts set forth below, the proceeds from which, and the interest earned thereon, to be used and applied for specific projects, and to the extent necessary and allowed by law, the pledge to or payment of debt service and/or lease payments thereon:*

***Teton Youth & Family Services Facility Improvements***

***\$2,000,000.000*** for designing, constructing, upgrading, remodeling, rebuilding, and improving Teton Youth & Family Services' existing facilities at Hirschfield Center, Van Vleck Group Home, and Red Top Meadows.

*This project is sponsored by Teton County.*

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

***Transportation Alternatives and Safe Routes to School***

***\$15,000,000*** for projects to improve transportation alternatives in Teton County and the Town of Jackson, including the planning, design, engineering, and constructing of pathways and sidewalks for safe routes to school, commuting, and recreation as well as the Stilson transit center and park-n-ride facility and the purchase and installation of transit prioritization traffic signals and other public transit infrastructure. Any unexpended funds, including any unused contingency funds, shall be placed into a designated account, the principal and interest of which shall be used for operations and maintenance of these projects.

*This project is sponsored by Teton County.*

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**St. John’s Health Housing**

**\$24,000,000** for planning, design, engineering, and constructing workforce rental housing, as well as overnight lodging for on-call hospital staff and patients/families.

This project is sponsored by the Town of Jackson.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Central Wyoming College Campus**

**\$10,000,000** for planning, designing, engineering, and constructing an approximately 21,000 square foot permanent campus for providing higher education opportunities in fields such as healthcare, early childhood education, hospitality, and language for Central Wyoming College in Teton County.

This project is sponsored by the Town of Jackson.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Energy Conservation Works Projects**

**\$5,000,000** for funding community solar and/or other local renewable energy generation; alternative fuel transportation projects; energy audits; planning, design, and construction of energy conservation and emission reduction projects.

This project is sponsored by the Town of Jackson.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Teton County Land Conservation Opportunities**

**\$8,000,000** for the Teton County Scenic Preserve Trust to acquire interests in state trust owned land to conserve wildlife habitat, preserve open space, preserve historic agricultural uses, preserve scenic values, and preserve public access.

This project is sponsored by Teton County.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Jackson Hole Fire/EMS Fire Station**

**\$15,000,000** for planning, designing, and constructing a new fire station in Hoback and/or Wilson and for demolishing the existing station(s) that will be replaced.

This project is sponsored by Teton County.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Teton County School District Bronc Achievement Center**  
**\$16,505,139** for designing, constructing, and equipping a new school facility that will include indoor recreational space for community youth sports programs, academic classrooms, and laboratories.  
This project is sponsored by the Teton County.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Teton County School District Employee Housing**  
**\$16,000,000** for planning, designing, engineering, and constructing a multi-family housing for Teton County School District employees.  
This project is sponsored by the Town of Jackson.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Town of Jackson Sidewalks and Pedestrian Accessibility**  
**\$3,000,000** to improve walkability and accessibility in the Town of Jackson, including planning, designing, constructing, replacing, and installing sidewalks, accessibility features consistent with the Americans with Disabilities Act, pedestrian and bike safety features, mobility, and wayfinding signs.  
This project is sponsored by the Town of Jackson.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Teton County Water Quality Projects**  
**\$10,000,000** to fund water quality projects that will protect and improve surface and ground water resources in Teton County, such as the Wilson sewer project, the Town of Jackson stormwater pollution prevention project, and projects to be identified in the Teton County Water Quality Master Plan.  
This project is sponsored by Teton County.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Town of Jackson Employee Housing**  
**\$10,000,000** for the purchase of land and planning, designing, engineering, and constructing Town of Jackson employee rental housing.  
  
This project is sponsored by the Town of Jackson.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Teton County Employee Housing**  
**\$10,000,000** for the purchase of land and planning, designing, engineering, and constructing Teton County employee rental housing.  
  
This project is sponsored by Teton County.

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**Community Housing**

**\$25,000,000** to design, plan, develop, engineer, construct, and purchase land for permanently deed restricted housing identified in the current and future Housing Supply Plan, the Housing Needs Assessment, and/or by public or private entities with which the County and Town of Jackson partner. The Jackson Town Council and the Teton County Board of County Commissioners must authorize and direct the expenditure of these funds.

*This project is sponsored by Teton County.*

FOR the Proposition \_\_\_\_\_

AGAINST the Proposition \_\_\_\_\_

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING AND THE TOWN COUNCIL OF THE TOWN OF JACKSON, STATE OF WYOMING, THAT:**

1. Having determined that the Tax Proposition should be made available for the projects listed above in the specified principal amounts and for the specified purposes therein set forth, the parties hereto endorse, adopt and approve the procedures set forth in Wyo. Stat. Ann. §§ 39-15-203(a)(ii) and (iii) and §§ 39-15-204(a)(ii) and (iii).
2. No proposition shall be placed on a ballot at any election for approval by the voters of the County pursuant to Wyo. Stat. Ann. §§ 39-15-203(a)(iii) and §§ 39-15-204(a)(ii), except under the following conditions:
  - (a) A majority of the members of the Board of County Commissioners and a majority of the members of the Town Council must approve each ballot question to be submitted for approval prior to it being placed upon the ballot. There shall be a random drawing to determine the order in which each ballot question appears on the ballot. The Board of County Commissioners and the Town Council approve the propositions listed above to be placed on the ballot.
  - (b) No tax shall be imposed pursuant to Wyo. Stat. Ann. §§ 39-15-203(a)(ii) and (iii), §§ 39-15-204(a)(ii) and (iii) until the proposition to impose the tax for specific purposes in specific amounts is approved by the vote of the majority of the qualified electors voting on the proposition. All propositions to be approved by the voters at any election may be combined and contained within one or more ballot questions to be approved or disapproved by a "for" or "against" vote or each proposition may be submitted to the voters as an independent ballot question to be approved or disapproved by a "for" or "against" vote. The Board of County Commissioners and Town Council agree that each proposition shall be submitted to the voters as independent ballot questions.
  - (c) The revenue from the Tax shall be used in a specified amount for specific purposes authorized by the qualified electors. Specific purposes shall not include ordinary operations of local government except those operations related to a specific project.
  - (d) The amount of revenue to be collected and the purpose or purposes for which it is proposed shall be specified in the proposition.
  - (e) The election shall be held in accordance with Wyo. Stat. Ann. §§ 22-21-101 through 22-21-112.
  - (f) In the event a ballot question authorizing the continuation of a tax is approved by the voters, all revenue collected by the Department of Revenue from the tax shall be transferred to the State Treasurer who shall deduct one percent (1%) to defray the costs of collection of the tax and administrative expenses incident thereto, and deposit the remainder into the trust and agency fund for monthly distribution to the Teton County Treasurer.

(g) Any interest earned from the investment of the revenues may only be used for costs related to the purposes approved on the ballot, including operation and maintenance costs, and shall be distributed to each sponsoring entity in the same proportion as its cost is to the total cost of all purposes identified on the ballot.

- (h) Each entity receiving revenues from the specific purpose excise tax shall:
- i) Maintain its accounting in records in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board.
  - ii) Establish separate interest-bearing ledger accounts into which the revenues will be deposited;
  - iii) Deposit and record all tax receipts within the appropriate ledger account;
  - iv) Retain and record interest earned on each account; and
  - v) At the end of each fiscal year, prepare and forward to the governing bodies a report on each account showing a reconciliation of all tax receipts and the amount of interest earned thereon, and a reconciliation showing all expenditures from the account or fund, grouped by major categories or classifications.

(j) All specific projects funded by the Tax Proposition that involve construction shall be subject to a planning review pursuant to the Land Development Regulations of Teton County or the Town of Jackson, depending on where the project is located.

3. In the event the taxes collected for any project exceed the amount necessary for the approved purpose or the project does not get executed, the excess funds shall be retained by the Teton County Treasurer for one (1) year for a refund of overpayments of the Tax Revenue. After one (1) year, any interest earned on the excess funds and the excess funds less any refunds ordered shall be applied to future specific purpose excise tax projects that are approved by the voters in subsequent elections in the respective ratio which the principal amount of each future project approved bears to the total principal amount of all future projects approved. In the event that there are not future specific purpose excise tax projects that are approved by the voters in subsequent elections, to which any interest earned on the excess funds and the excess funds less any refunds ordered can be applied, then any interest earned on the excess funds and the excess funds less any refunds ordered shall be distributed to each sponsoring entity based upon the respective ratio which the principal amount of each project approved bears to the total principal amount of all projects approved. Such excess funds shall be expended for the needs of the projects for which the tax was approved by the voters, including but not limited to the payment of additional unanticipated construction costs, related financing costs or for operating, equipping, and maintaining the specified projects.

4. Any project not directly sponsored by the Town of Jackson or the Board of County Commissioners of Teton County may be funded in part or in whole by revenues generated through Wyo. Stat. Ann. §§ 39-15-203(a)(ii) and (iii) and §§ 39-15-204(a)(ii) and (iii) provided that such funding shall be based upon the authority granted in the statutes of the State of Wyoming for the project and upon a Cooperative Services Agreement governing the project entered into between the Town of Jackson and/or the Board of County Commissioners of Teton County and the agency sponsoring the project.

5. At the **November 8, 2022**, between the hours of 7:00 am and 7:00 pm, there will be submitted to the qualified electors of the County those matters more particularly set forth on the official ballot and the Proclamation and Notice of Election.

6. The election shall be held at those vote centers as more particularly set forth in the Proclamation and Notice of Election.

7. Any qualified elector in the County shall be entitled to vote in person at any vote center regardless of the precinct in which they reside, or by absentee ballot. A qualified elector includes every citizen of the United States who is a bona fide resident of the State of Wyoming and Teton County, who has registered to vote and who will be at least eighteen (18) years of age on the day of the election.

8. There shall be provided at each vote center, one (1) ballot box and one (1) set of ballots for each district and precinct in the County. The official ballot shall set forth each proposition to be approved by the vote of the majority of the qualified electors.

9. The results disclosed by the canvass of voters shall be certified by the Canvassing Board of Teton County. Only if the majority of votes cast on one or more of the Tax Propositions at the election is in favor of imposition of the Tax shall the Board of County Commissioners, in the manner provided by law, then proceed to declare the results of the election, and complete all steps necessary for the imposition of the Tax.

10. Should any part of or provision of this Resolution be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this Resolution is severable.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF JACKSON, WYOMING

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

Attest:

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

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF TETON COUNTY, WYOMING

\_\_\_\_\_  
Natalia D. Macker, Chair Board of Board of County Commissioners

Attest:

\_\_\_\_\_  
Maureen E. Murphy, Teton County Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN TETON COUNTY, WYOMING,  
THE TOWN OF JACKSON, AND TETON COUNTY SCHOOL DISTRICT NO. 1**

1. Parties: This Memorandum of Understanding ("MOU") is made and entered into this 14<sup>th</sup> day of July 2022, ("Effective Date") by and between Teton County, Wyoming, whose address is P.O. Box 1727, Jackson, Wyoming 83001 ("County"); the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 ("Town"); and Teton County School District No. 1, whose address is P.O. Box 568, Jackson, Wyoming 83001 ("TCSD").
2. Purpose of MOU. The purpose of this MOU is to ensure appropriate use of 2022 Special Purpose Excise Tax ("2022 SPET") money provided to TCSD through the Town and County for particular projects placed on the ballot; require TCSD to undergo and complete all planning, building and any other regulatory reviews it is subject to in using the 2022 SPET money to the extent permitted by law; obtain as a courtesy all permit approvals required by the Town or County for the project listed below that will utilize 2022 SPET funds dispersed to TCSD; and to follow the Town and County required financial assurance process when receiving and spending any and all 2022 SPET funds. It is TCSD's position that, as a political subdivision of the state specifically delegated with the duty of the selection of sites and construction of school purpose buildings, it is not subject to County or Town zoning regulations but is entering into this MOU to agree to a courtesy planning review process of the project listed below.
3. Responsibilities of TCSD.
  - A. TCSD acknowledges and affirms that the following 2022 SPET proposition was placed on the ballot for consideration by voters: "\$16,000,000 for planning, designing, engineering, and constructing a multi-family housing for Teton County School District employees" (the "TCSD Employee Housing Project").
  - B. TCSD acknowledges and affirms that the 2022 SPET ballot proposition resolution adopted by the Town of Jackson and Teton County listed conditions including "all specific projects funded by the Tax Proposition, which involve construction, shall be subject to a planning review pursuant to the Land Development Regulations of Teton County or the Town of Jackson, depending on where the project is located."
  - C. TCSD acknowledges and affirms that it will comply with the Land Development Regulations and Building Codes of Teton County and the Town of Jackson and participate in the public process required by Teton County and the Town of Jackson to the extent permitted by law in accordance with Section 1.5.3 of the County and Town Land Development Regulations. TCSD specifically agrees to follow the Town of Jackson Land Development Regulations and the expedited housing public review process for the TCSD Employee Housing Project.
4. Scope of MOU. The parties acknowledge and agree that this MOU is limited to the TCSD Employee Housing Project only and does not extend to other projects that are constructed by TCSD without the use of SPET funds. In the event that the SPET proposition for the TCSD Employee Housing Project is not approved by the voters, then this MOU shall be null and void.
5. Disclaimer. By signing this MOU, TCSD is in no way conceding that it is subject to the zoning and planning review processes required by the County and Town Land Development Regulations and that they govern any TCSD construction project other than the TCSD Employee Housing Project. TCSD also is in no way conceding that employee housing is not a school purpose under Wyoming law.
6. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified, postage pre-paid, to the addresses set forth above.

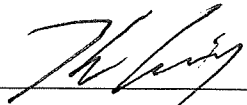
## 7. General Provisions.

- A. Authority to Execute. It is acknowledged that the parties hereto have the authority to enter into this MOU, that none are bound by any previous agreement that adversely affects this MOU, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.
- B. Entire Agreement; Amendment. The parties agree that this MOU reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this MOU. No amendment of this MOU shall be effective unless in writing and signed by both parties.
- C. Waiver. A waiver by either party regarding the breach of any of the provisions of this MOU shall not bar the right of the other party to enforce the terms of this MOU.
- D. Governing Law, Jurisdiction, Construction. This MOU shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this MOU, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This MOU was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.
- F. Governmental Immunity. The parties do not waive their respective governmental immunity by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- H. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

>>>>>>>>>> SIGNATURES APPEAR ON NEXT PAGE <<<<<<<<<<<<

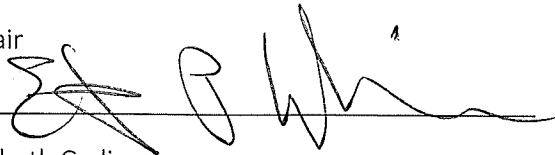
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date above.

**TETON COUNTY SCHOOL DISTRICT NO. 1,**A duly organized school district of the State of Wyoming

  
\_\_\_\_\_

By: Keith Ginger

Title: Chair

ATTEST:   
\_\_\_\_\_

By: Elizabeth Carlin

Title: Clerk

**TETON COUNTY, WYOMING**

A duly organized County of the State of Wyoming

\_\_\_\_\_

By: Natalia Macker, Chair Teton County Board of County Commissioners

\_\_\_\_\_

ATTEST: Maureen E. Murphy, County Clerk

**TOWN OF JACKSON, WYOMING**

A municipal corporation of the State of Wyoming

\_\_\_\_\_

By: Hailey Morton Levinson, Mayor

\_\_\_\_\_

ATTEST: Riley Taylor, Town Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN TETON COUNTY, WYOMING,  
THE TOWN OF JACKSON, AND CENTRAL WYOMING COLLEGE

1. Parties: This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_\_ day of 2022, ("Effective Date") by and between Teton County, Wyoming, whose address is P.O. Box 1727, Jackson, Wyoming 83001 ("County"); the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 ("Town"); and Central Wyoming College, whose address is P.O. Box \_\_\_\_\_, Jackson, Wyoming 83001 ("CWC").
2. Purpose of MOU. The purpose of this MOU is to ensure appropriate use of 2022 Special Purpose Excise Tax ("2022 SPET") money provided to CWC through the Town and County for particular projects placed on the ballot; require CWC to undergo and complete all planning, building and any other regulatory reviews it is subject to in using the 2022 SPET money; obtain all permit approvals required by the Town or County for the project that will utilize 2022 SPET funds dispersed to CWC; and to follow the Town and County required financial assurance process when receiving and spending any and all 2022 SPET funds.
3. Responsibilities of CWC.
  - A. CWC acknowledges and affirms that the following 2022 SPET proposition was placed on the ballot for consideration by voters: *"\$10,000,000 for planning, designing, engineering, and constructing an approximately 21,000 square foot permanent campus for providing higher education opportunities in fields such as healthcare, early childhood education, hospitality, and language for Central Wyoming College in Teton County."*
  - B. CWC acknowledges and affirms that the 2022 SPET ballot proposition resolution adopted by the Town of Jackson and Teton County listed conditions including "all specific projects funded by the Tax Proposition, which involve construction, shall be subject to a planning review pursuant to the Land Development Regulations of Teton County or the Town of Jackson, depending on where the project is located."
  - C. CWC acknowledges and affirms that it will comply with the Land Development Regulations and Building Codes of Teton County and the Town of Jackson and participate in the public process required by Teton County and the Town of Jackson.
4. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified, postage pre-paid, to the addresses set forth above.
5. General Provisions.
  - A. Authority to Execute. It is acknowledged that the parties hereto have the authority to enter into this MOU, that none are bound by any previous agreement that adversely affects this MOU, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.
  - B. Entire Agreement; Amendment. The parties agree that this MOU reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this MOU. No amendment of this MOU shall be effective unless in writing and signed by both parties.
  - C. Waiver. A waiver by the either party regarding the breach of any of the provisions of this MOU shall not bar the right of the other party to enforce the terms of this MOU.
  - D. Governing Law, Jurisdiction, Construction. This MOU shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this MOU, and consent to the

jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This MOU was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

- E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.
- F. Governmental Immunity. The parties do not waive their respective governmental immunity by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- H. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

>>>>>>>>>> SIGNATURES APPEAR ON NEXT PAGE <<<<<<<<<<<<<

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date above.

**CENTRAL WYOMING COLLEGE,**

A duly organized \_\_\_\_\_ of the State of Wyoming

\_\_\_\_\_

By:

Title:

**TETON COUNTY, WYOMING**

A duly organized County of the State of Wyoming

\_\_\_\_\_

By: Natalia Macker, Chair Teton County Board of County Commissioners

\_\_\_\_\_

ATTEST: Maureen E. Murphy, County Clerk

**TOWN OF JACKSON,**

A municipal corporation of the State of Wyoming

\_\_\_\_\_

By: Hailey Morton Levinson, Mayor

\_\_\_\_\_

ATTEST: Riley Taylor, Town Clerk



July 13<sup>th</sup>, 2022

Dear Ms. Moore:

I want to thank you for considering the concerns of St. John's Health with respect to the SPET Memorandum of Understanding. As you know, we were concerned that the MOU was not consistent with the action taken by the Jackson Town Council and the Teton County Commission, and we very much appreciate you modifying this document to address this concern as well as some minor language changes that we suggested.

You have communicated that the Teton County School District is having ongoing discussions about this document. I want to get an executed MOU to you as I know that this is a time sensitive issue. However, the Town and County did make it clear that they would like the language in the MOU to be consistent across the three entities being requested to execute these MOUs. Thus, I would request that if any language is modified in the MOU of either the Teton County School District or Central Wyoming College that would potentially be applicable to St. John's Health, that St. John's Health be afforded the opportunity to review these language changes to determine whether we feel that those changes should be incorporated into our MOU.

Thank you so much for all of your assistance.

A handwritten signature in blue ink, appearing to read "David Robertson", is written over the typed name.

David Robertson  
Chief Executive Officer  
St. John's Health

P.O. Box 428  
625 East Broadway  
Jackson, WY 83001

Phone 307.733.3636  
Fax 307.739.7522

[www.stjohns.health](http://www.stjohns.health)

MEMORANDUM OF UNDERSTANDING BETWEEN TETON COUNTY, WYOMING,  
THE TOWN OF JACKSON, AND TETON COUNTY HOSPITAL DISTRICT

1. Parties: This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_\_ day of 2022, ("Effective Date") by and between Teton County, Wyoming, whose address is P.O. Box 1727, Jackson, Wyoming 83001 ("County"); the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 ("Town"); and Teton County Hospital District, whose address is P.O. Box 428, Jackson, Wyoming 83001 ("St. John's").
2. Purpose of MOU. The purpose of this MOU is to ensure appropriate use of 2022 Special Purpose Excise Tax ("2022 SPET") money provided to St. John's through the Town and County for particular projects placed on the ballot; require St. John's to undergo and complete all planning, building and any other regulatory reviews it is subject to in using the 2022 SPET money; obtain all permit approvals required by the Town or County for the project that will utilize 2022 SPET funds dispersed to St. John's; and to follow the Town and County required financial assurance process when receiving and spending any and all 2022 SPET funds.
3. Responsibilities of St. John's.
  - A. St. John's acknowledges and affirms that the following 2022 SPET proposition was placed on the ballot for consideration by voters: "**\$24,000,000** for planning, design, engineering, and constructing workforce rental housing, as well as overnight lodging for on-call hospital staff and patients/families."
  - B. St. John's acknowledges and affirms that the 2022 SPET ballot proposition resolution adopted by the Town of Jackson and Teton County listed conditions including "all specific projects funded by the Tax Proposition, which involve construction, shall be subject to a planning review pursuant to the Land Development Regulations of Teton County or the Town of Jackson, depending on where the project is located."
  - C. St. John's acknowledges and affirms that it will comply with the Land Development Regulations and Building Codes of Teton County and the Town of Jackson and participate in the public process required by Teton County and the Town of Jackson.
4. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified, postage pre-paid, to the addresses set forth above.
5. General Provisions.
  - A. Authority to Execute. It is acknowledged that the parties hereto have the authority to enter into this MOU, that none are bound by any previous agreement that adversely affects this MOU, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.
  - B. Entire Agreement; Amendment. The parties agree that this MOU reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this MOU. No amendment of this MOU shall be effective unless in writing and signed by both parties.
  - C. Waiver. A waiver by either party regarding the breach of any of the provisions of this MOU shall not bar the right of the other party to enforce the terms of this MOU.
  - D. Governing Law, Jurisdiction, Construction. This MOU shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this MOU, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.

F. Governmental Immunity. The parties do not waive their respective governmental immunity by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

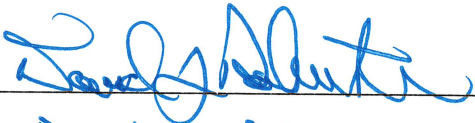
G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date above.

**TETON COUNTY HOSPITAL DISTRICT,**

A duly organized Hospital district of the State of Wyoming

  
\_\_\_\_\_

By: David J. Robertson

Title: CEO

**TETON COUNTY, WYOMING**

A duly organized County of the State of Wyoming

\_\_\_\_\_  
By: Natalia Macker, Chair Teton County Board of County Commissioners

\_\_\_\_\_  
ATTEST: Maureen E. Murphy, County Clerk

**TOWN OF JACKSON,**

A municipal corporation of the State of Wyoming

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

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