

Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

December 5, 2022

3:00 PM

County Commission 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/86322696127>

If the link does not work, join at zoom.com with Webinar ID **863 2269 6127**

or join by phone +1 669 900 6833 with Webinar ID **863 2269 6127**

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

A. Meeting Minutes

1. November 7, 2022 Joint Information Meeting Minutes

B. Request to WYDOT for Funding to Update the Regional Transportation Demand Model (Alyssa Watkins & Charlotte Frei)

V. DISCUSSION/ACTION ITEMS

A. START JPA Discussion (Tyler Sinclair & Alyssa Watkins)

B. Wilson Boat Ramp Construction Funding (Steve Ashworth)

VI. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VII. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

1/9 Special Restrictions Templates for Affordable and Workforce Housing

1/9 START Budget Amendment

1/9 Energy Enhancement Project Consideration at Recreation Center

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 7, 2022

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 3:01 P.M.

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

COUNTY COMMISSIONERS: Chairwoman Natalia Macker, Vice-Chairman Luther Propst (via Zoom), Mark Newcomb, and Greg Epstein. Mark Barron was absent.

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

STAFF: Lea Colasuonno, Maureen Murphy, Tyler Sinclair, Stacy Stoker, Alyssa Watkins, April Norton, Scott Miller, Keith Gingery and Chalice Weichman.

II. PUBLIC COMMENT. None.

III. CONSENT CALENDAR

A. Meeting Minutes. To approve the meeting minutes for the October 3, 2022 meetings as presented.

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the consent calendar for today's joint information meeting that includes the minutes for the October 3rd JIM meeting. 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 approve the consent calendar for today's joint information meeting that includes the minutes for the October 3rd JIM meeting. Vice-Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried for the Town.

IV. MATTERS FOR DISCUSSION

A. Housing Rules & Regulations: County Adoption, Town second reading (Ordinance R)

Stacy Stoker, Housing Manager, presented to the Boards for consideration of approval and adoption the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") with the 2022 changes and updates. The Jackson Town Council ("Council") will consider approving ordinances amending Title 16.

Public comment was given via Zoom by Stephanie Thomas.

The Boards agreed to approve changes and updates with the exception of changing the employment requirements in Section 4-2(a).

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adopt the Jackson/Teton County Housing Rules and Regulations with the Caregiving revisions as presented by staff and excepting out the changes in section 4-2(a) related to employment requirements. 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 Rooks to approve Ordinances R, S, T, U, W, X, Y, Z, A, and B at first reading with changes to caregiving as amended in the meeting. Ordinance V was not included because Ordinance V included the section related to employment requirement in Section 4-2(a). Vice-Mayor Jorgensen called for the vote. The vote showed all in favor and the motion carried for the Town.

The Town decided to change the order of their motions and re-made the above motion after the reading of the ordinances.

A motion was made by Councilmember Chambers and seconded by Councilmember Rooks to read the ordinances in short-title. Vice-Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried for the Town.

Lea Colasuonno, Town Attorney, read the short-form ordinances R, S, T, U, W, X, Y, Z, A, and B.

A motion was made by Councilmember Chambers and seconded by Councilmember Rooks to approve ordinances R, S, T, U, W, X, Y, Z, A, and B at first reading with changes to caregiving as amended in the meeting. Vice-Mayor Jorgensen called for the vote. The vote showed all in favor and the motion carried for the Town.

A motion was made by Councilmember Chambers and seconded by Councilmember Rooks to read the short-title ordinance V. Vice-Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried.

Lea Colasuonno read ordinance V in short-title.

A motion was made by Councilmember Chambers and seconded by Councilmember Schechter to approve ordinance V at first reading as discussed with the removal of changes to Section 4-2(a) regarding employment requirements. Vice-Mayor Jorgensen called for a vote. The vote showed three in favor and the motion carried 3-1 with Councilmember Rooks opposed.

V. MATTERS FROM COMMISSION AND COUNCIL. None.

VI. ADJOURN

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Newcomb 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 all in favor and the motion carried for the Town.

The meeting adjourned at 4:53 P.M.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman

ATTEST:

Maureen E. Murphy, County Clerk

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Town Clerk



JOINT INFORMATION MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: County Administration

PRESENTER: Charlotte Frei

MEETING DATE: December 5, 2022

SUBJECT: Authorizing letter requesting WYDOT funds to update the Regional Travel Demand Model

STATEMENT/PURPOSE

The purpose of this item is for the Town Council and County Commission to consider a letter to WYDOT requesting planning funds to update the Regional Travel Demand Model.

BACKGROUND/ALTERNATIVES

Travel Demand Models are used by transportation planners to understand travel patterns and model how changes in those patterns will impact infrastructure. The results of these models inform how changes to service (such as increasing hours of a transit route) or changes to physical infrastructure (such as adding capacity or changing an intersection configuration) may impact performance of the overall transportation network. In 2016/2017, Teton County, the Town of Jackson and WYDOT each contributed \$50,000 to fund a regional travel demand model. This model has been used to study demand and design alternatives for several projects, including Northern South Park, Tribal Trail, Snow King Avenue, Gregory Lane and others. General best practice is to update travel models every four to five years, and the COVID19 pandemic has changed travel patterns nationally due to the prevalence of hybrid work. The proposed model update will update two primary inputs: (1) the travel demand between traffic analysis zones within Teton County and Town of Jackson, as well as (2) demand entering the Town and County from other parts of the region.

WYDOT provides up to \$50,000 in matching planning funds for local governments to carry out planning studies. The attached letter requests \$50,000 from WYDOT to update the Travel Demand Model, which will be matched with \$50,000 each from the Town of Jackson and Teton County. This is the same cost sharing agreement as the original model development. The cost to update priority elements of the travel demand model is approximately \$90,000. The cost for data from location-based services provider Streetlight Data is \$47,191. The cost for traffic counts at specific, selected intersections to validate the location-based service data will be \$36,000-\$50,000; staff is working with the consultant to prioritize locations for traffic counts to minimize the data collection cost. The potential total for the desired, prioritized updates in FY23 and FY24 is \$187,200.

By sending this letter on December 5, 2022, Town and County staff will be able to contract with a consultant in time to collect updated traffic counts in January/February 2023 to understand winter peak traffic and demand conditions. The consultant will also gather July/August 2023 traffic counts representing peak summer demand conditions. Updated traffic counts will inform project priorities and development alternatives as the Town and County pursue capital projects independently and in partnership with WYDOT. This will be especially useful when planning Highway 22 design alternatives as part of the Highway 22 NEPA study, which is currently in the initial stage of corridor analysis. The updated model will also be useful for the anticipated Town Mobility Overlay and Northern South Park studies, allowing staff to explore demand and traffic assignment scenarios at street level, corridor level and regional levels.

COMPREHENSIVE PLAN ALIGNMENT

The guiding vision and chapter goal for Multimodal Transportation (Chapter 7) of the Comprehensive Plan is:

Travel by walk, bike, carpool, or transit will be more convenient than travel by single-occupancy vehicle.

Chapter 7 of the Comprehensive Plan Principles include:

“Principle 7.1 – Meet future transportation demand with walk, bike, carpool, transit and micromobility infrastructure”,

“Principle 7.2 – Reduce greenhouse gases from vehicles to below 2012 levels”, and

“Principle 7.3 – Coordinate transportation planning regionally. The Town and County do not have jurisdiction over all components of the transportation network, and so we must lead coordinated efforts to achieve our transportation goals. Various Federal, State, local government, and non-governmental entities fund and manage pieces of the transportation system into and within the community. Coordinating the efforts of all of these entities with the land use efforts of the community is the only way we can meet our transportation and ecosystem stewardship goals.”

Travel Demand Modelling is an important tool to understand regional demand, identify capacity ‘bottlenecks’, evaluate the efficacy of multimodal demand management strategies, and prioritize infrastructure improvements. Updating the TDM will allow the Town and County to efficiently pursue all three of these principles by prioritizing infrastructure and service improvements to address demand.

STAKEHOLDER ANALYSIS

The County Engineer and Town of Jackson Public Works Director have reviewed the draft letter and discussed the necessary data and model updates based on 3-5 year project priorities, namely Highway 22 traffic modeling and traffic modeling of intersections in the Town of Jackson.

FISCAL IMPACT

\$50,000 from each Teton County Engineering and Town of Jackson Public Works FY23 professional services budgets. Sufficient funds were budgeted in the Teton County Engineering professional services budget. Town Public Works will need to request a budget amendment for this unbudgeted FY23 expense. FY24 impact is to be determined, depending on negotiation with consultant for traffic data collection and future WYDOT matching opportunities.

STAFF IMPACT

The Regional Transportation Planning Administrator will spend up to 180 hours managing the Travel Demand Model update throughout 2023. This may include project management meetings and data discussions with the consultant and Town and County departments. Other Town and County staff will be consulted and informed as needed.

LEGAL REVIEW

Gingery, Colasuonno

ATTACHMENTS

Letter to District 3 Engineer John Eddins requesting matching funds from WYDOT Planning Program.

RECOMMENDATION

Staff recommends submitting the letter as written to D3 Engineer John Eddins.

SUGGESTED MOTION

Teton County:

I move to direct staff to submit the letter requesting planning funds to John Eddins, as presented in the attachment to this staff report.

Town of Jackson: Same motion



Board of County Commissioners
Natalia D. Macker, Chair
Luther Propst, Vice-Chair
Mark Barron
Greg Epstein
Mark Newcomb

Town Council
Hailey Morton Levinson, Mayor
Arne Jorgensen, Vice Mayor
Jessica Chambers
Jim Rooks
Jonathan Schechter

December 5, 2022

Mr. John Eddins, PE
District 3 Engineer
Wyoming Department of Transportation
P.O. Box 1260
Rock Springs, WY 82902

Re: Request for professional services and planning funds for updating travel demand model

Dear Mr. Eddins:

There are many important planning and construction projects on the horizon impacting Teton County residents, and we appreciate WYDOT's leadership and partnership on those. We are thankful for the excellent relationship with District 3 staff, including through recent staff transitions, and we look forward to working with you and your capable District 3 team.

In the past, WYDOT has provided financial support to develop and update the regional travel demand model. Given the changes wrought by the COVID-19 pandemic and the upcoming Highway 22 Jackson-Wilson Corridor study, an updated and recalibrated travel demand model will be an important tool for WYDOT and Teton County. To that end, Teton County Engineering and Town of Jackson Public Works have each allocated \$50,000 to fund an update to the model.

The purpose of this letter is to request WYDOT also provide \$50,000 in state/federal planning funds to help pay for the model update effort. The anticipated cost of the model update and necessary data collection for calibration is between \$150,000 to \$187,000. Much of the update work will be completed between January 2023-November 2023.

We value our partnership with WYDOT and appreciate your consideration of this request.

Sincerely,

TETON COUNTY, WYOMING

Natalia D. Macker

Chair, Teton County Board of County Commissioners



Board of County Commissioners
Natalia D. Macker, Chair
Luther Propst, Vice-Chair
Mark Barron
Greg Epstein
Mark Newcomb

Town Council
Hailey Morton Levinson, Mayor
Arne Jorgensen, Vice Mayor
Jessica Chambers
Jim Rooks
Jonathan Schechter

Attest: Maureen E. Murphy
Teton County Clerk

TOWN OF JACKSON, WYOMING

Hailey Morton Levinson
Mayor, Jackson Town Council

Attest: Riley Taylor
Town Clerk

CC: Julianne Monahan, WYDOT Planning & Policy Analyst; Darin Kaufman, District Traffic Engineer; and Bob Hammond, Resident Engineer.



JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: START

PRESENTERS: Tyler Sinclair & Bruce Abel

MEETING DATE: December 5, 2022

SUBJECT: Town of Jackson/START- Joint Powers Agreement (JPA)

STATEMENT/PURPOSE

The purpose of this item is to respond to the Jackson Town Council and Teton County Board of County Commissioners' request to discuss the terms of the Agreement Establishing Jackson/Teton County Joint Powers Transit System (the "JPA").

Staff requests that, based upon review of the staff report and the attached JPA and amendments, the Council and the Board identify areas they would like to discuss and/or recommend possible amendments for discussion at the meeting.

BACKGROUND/ALTERNATIVES

At the 2021 and 2022 Joint Town and County Retreats the Boards discussed joint departments, along with Town and County revenues that support these departments. At the 2022 Joint Retreat, staff was directed to bring back joint department working agreements one by one for discussion, with direction that staff present START first.

START JPA: Historical Overview and Current Provisions

The first joint powers agreement for transportation was executed on July 7, 1992, and expired, by its own terms automatically, on April 15, 2001. On September 4, 2001, the current iteration of the Southern Teton Area Rapid Transit (START) was established via a subsequent JPA, which remains in effect today. The purpose of the JPA is to:

"establish procedures and responsibilities for the joint and cooperative undertaking of the Town and County in establishing and operating a transit system providing transportation between various points within the Town of Jackson, Wyoming, and other unincorporated areas of Teton County, Wyoming, and the surrounding region in accordance with applicable laws."

The JPA has been amended three times. The First Amendment was on June 6, 2011, the Second Amendment was on June 12, 2015, and the Third Amendment was on November 5, 2018.

The key provisions of the JPA, including all amendments, summarized, are as follows (the term "parties" refers to the Town and County):

- Purpose: Is as stated above.
- Duration/Amendments: The JPA "shall continue until terminated upon the adoption of resolutions of dissolution by the Parties." It also establishes that "any amendments to this [JPA] shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General."

- Name: Established “Southern Teton Area Rapid Transit (“START”) System as the name of the transit system.
- Board: The original Agreement established “a Board to consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of the Agreement, as the same may be delegated to the Board in this Agreement. All members of the Board shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the Mayor and Town Council of the Town of Jackson, Wyoming.”

There is also to be appointed one member from the Board of County Commissioners and one member from the Jackson Town Council who are to serve in an ex-officio capacity and will not vote. Other details regarding Board appointments, terms of office, and removals are also addressed in this paragraph.

- Delegation of Authority for Operations, Regulation Control and Maintenance of Property, Facilities and Programs:

The Third Amendment modified this paragraph. It states as follows:

“The Board is hereby delegated the authority to control, maintain, manage and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment (removed the word “facilities”). Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and season adjustment to bus services (and added “within the operating plan submitted by the Board within the Budget and approved by the Parties. Any significant changes or deviations that may affect the operating plan, broader public, existing policy or the approved Budget shall be approved by the Parties.”)

- Interest of the Parties in Property, Facilities and Equipment: Establishes the ownership interest of the property, facilities and equipment associated with START.
- Financing and Budget:

The First Amendment modified this language. It states as follows: “The Town and County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County.” Other language in Paragraph 7 remained unchanged.

- Paragraph 8 (untitled): The Third Amendment modified this language. It states as follows: “The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with the regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. (removed “Both Parties must approve the Budget”). The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis (replaced quarterly with seasonal”). Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget, except for internal operational

expenditures. Notwithstanding the foregoing, The Board shall be required to comply with all applicable procedures established by the Town.”

- Method of Operation: The Third Amendment modified the second paragraph (but not the first) of this section. It states as follows: “*Within the forgoing constraints*, the day- to- day control, management (including special event management) supervision, operation and regulation of the transit system (took out facilities) shall be under the administration of the Board. No new obligations to engage in the management, control, maintenance or supervision of property, facilities or programs that may significantly impact the broader public, the approved Budget or which deviates from existing policy may be delegated to the Board by the Town or the County, or assumed by the Board, with the approval of both Parties. No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.”
- Agents and Employees: This section was modified by both the First and Second Amendments. The Second Amendment deleted the second paragraph of the original language (which addressed the reporting relationship between the Transit Director and the Board) and replaced it with the following language to reflect changes in the hiring, dismissal, and management of the Transit Director.

“The Jackson Town Manager shall hire and terminate the Transit Director with the advice and recommendations from the Board. The management, supervision, direct report, and discipline of the Transit Director shall be with the Jackson Town Manger. The Jackson Town Manager shall conduct a performance review annually of the Transit Director with input from the Board. The hiring, dismissal, discipline, and management of START employees shall be the responsibility of the Transit Director, pursuant to the Town of Jackson Personnel Policies.”

The Third Amendment changed the authority regarding contracts, and now states as follows:

“The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services of funding (removed references to facilities) needed to carry out the purposes of this Agreement within the approved Budget, operating plan and policies approved by the Parties for each year. All contracts with such organizations shall be approved, in advance, the Town Attorney and the County Attorney.”

- Termination and Dissolution: The “Agreement may be terminated by either party with 120 days notice [sic] by the approval of a resolution of dissolution by either of the governing bodies of the Parties” and provides additional information and caveats.

In addition, staff notes that the Town of Jackson is the administrative host of the START. As a result, all START employees are Town employees and all human resource, budgeting, grant administration, and other administrative functions are carried out by the Town.

Staff have also attached to this report a document prepared by the START Board titled, START JPA Frequently Asked Question, December 2022 to assist in providing background and context on this topic.

COMPREHENSIVE PLAN ALIGNMENT

Section 2. Climate, Sustainability through Energy Conservation

- Principle 2.3- reduce energy consumption through transportation. Transportation accounts for approximately 80% of the total carbon emissions in the community.

Section 7. Multimodal Transportation

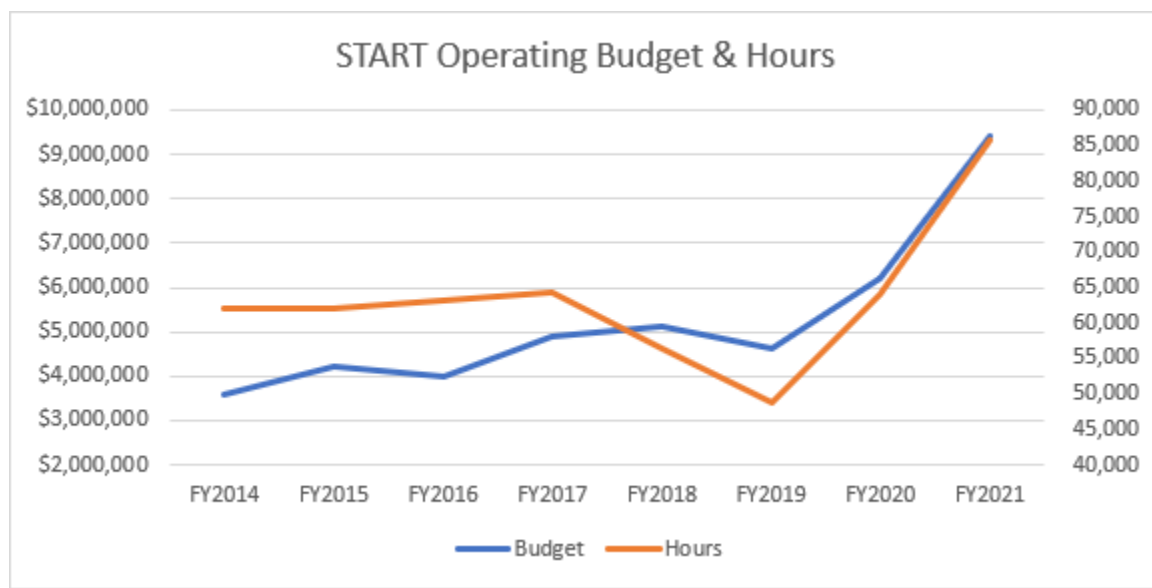
- Principle 7.1- Meet future transportation demand through the use of alternative modes. Alternative Transportation means a transportation system that includes transit, bicycle, and pedestrian modes which offer alternatives to private motor vehicle travel for many trips.
- Principle 7.2. Create a safe, efficient, interconnected multi-modal transportation network.

STAKEHOLDER ANALYSIS

General public, START Board of Directors, Board of County Commissioners, and Jackson Town Council

FISCAL IMPACT

The START Amended Operating Budget for Fiscal Year 2023 was a total of \$9,407,955, split 54% to 46% by the County and Town, respectively. The START Capital Budget for Fiscal Year 2023 was a total of \$12,805,765. Staff notes that a significant amount of federal funding is utilized to fund the START program which in FY 2023 was approximately \$4.4M in operating funds and \$9.0M in capital funds. The below graph shows the growth in the START Operating Budget and Hours.



STAFF IMPACT

Staff has spent approximately 30+ hours preparing this staff report including meetings and discussions with affected parties.

LEGAL REVIEW

Colasuonno

ATTACHMENTS

Agreement Establishing Jackson/Teton County Joint Powers Transit System, and all amendments.

START Board's "Frequently Asked Questions" Document

START JPA – Color Coded Merged Document with amendments – note approved for easy of review only

RECOMMENDATION

Staff Recommendation

Staff finds that amendments to the START JPA are a policy matter left to the sole discretion and direction of the Town and County elected officials. Staff does recommend that the current JPA be amended and restated at this time to create one document providing clarity and precision currently lacking.

Staff makes this recommendation understanding that much of the focus of the community, START Board, elected officials and staff over the upcoming year(s) should be on discussing future governance models for regional transportation, not limited to the current START JPA organization and structure. With staff's recommendation to amend and restate the current JPA, staff also recognizes the START Board's list of limited amendments below. The START Board believes that the proposed amendments would be helpful to improve the clarity of the START JPA as it will continue to be utilized while the discussion of regional transportation and governance takes place over the next few years. Should the Town and County elected officials concur, staff suggests this item be continued to allow time for staff to prepare and provide a thorough analysis of the proposed recommendations along with a draft amended JPA for consideration at a future JIM. Staff notes that the JPA process is unique with respect to a state law requirement that the Attorney General's Office will have to review and amendments and/or amended document, thus adding a process step for staff in terms of work and time.

While recommending the current JPA be amended and restated at this time, staff finds it is critical that the community continue to pursue a dedicated funding source to provide expanded mobility services in the community as envisioned in the Jackson/Teton County Comprehensive Plan and Integrated Transportation Plan as part of the regional transportation discussion. As shown above, the START budget and corresponding operating hours have grown significantly over the past decade with limited new funding available. Although the growth in START service is supported by the community without new and/or dedicated funding source(s) it is competing with all other Town and County departments for General Fund dollars. The community has been very fortunate in the past year to secure capital funding to allow for the replacement of vehicles used in the provision of transit service in the community. This one-time funding has been made available through COVID and other related legislation and has allowed the department to order replacement vehicles that provide the foundation for the delivery of transit service. This funding has also allowed for the budgeting of increased levels of transit service moving the community towards attaining the levels of service envisioned in the ITP. However, this funding source does not provide an on-going funding stream to support the on-going delivery of service as is envisioned in the ITP. While other improvements in funding streams have also occurred recently, these sources of revenue are also not necessarily on-going in nature.

START Board Recommendation

The following recommendations have been forwarded to the JIM by the START Board for consideration. The START Board discussed the initial proposal recommendation from its executive committee and the following final set of proposals resulted.

The START Board appreciates the opportunity to provide information in connection with the JIM related to START governance. The report has been discussed with the Town Manager and Town Attorney and supplements the report provided by Staff. After those discussions and with a view to the workload of Staff, the START Board believes it is important to bring forward the following proposals. We have had the opportunity to discuss other proposals related to board size, board member recruitment, equity matters and safety matters with Town Staff. We believe that it is premature at this time to put forth specific proposals on these matters, especially in view of the staff workload. Accordingly, the START Board narrowed its proposals to reduce the impact on Staff time and to focus on governance improvements that will also benefit the ongoing transportation analysis being led by the Regional Transportation Planning Administrator. As the "eyes, ears and implementing hands" of the Town Council and Board of County Commissioners for transportation matters, the proposed changes are important to support good governance of START between now and when the ongoing transportation project comes to fruition in several years. In addition, the proposed changes to the JPA will also support the ongoing effort related to the transportation project as the Town and County consider the framework. In addition, much

of the drafting and legal work related to the proposed changes has already been done thereby reducing the amount of work required by Staff. Accordingly, given the foregoing, the START Board respectfully submits the following proposals for consideration at the JIM. These proposals include the input of the Town Attorney.

PROPOSAL #1: CREATE AN AMENDED AND RESTATED JPA

The START Board joins the START Staff and Town Attorney in requesting that the existing JPA be consolidated into one agreement. The JPA currently consists of four documents: a base agreement and three amendments. This is cumbersome and we would all benefit from having an amended and restated agreement. It has not been done to date because it would require approving a new JPA even though the substantive terms would not be changing. Creating an amended and restated document would not require changing any terms of the JPA. If the Town Council and Board of County Commissioners approve any changes based on today's discussions, those could be incorporated into the amended and restated document.

PROPOSAL #2: AMEND SECTION 10 (PARAGRAPH 1) OF THE JPA TO PROVIDE GREATER CLARITY ON CONTRACTING AUTHORITY

The START Board has the authority to enter into contracts with organizations providing services or funding on an annual basis. In order to provide greater flexibility and address the operational realities of running a growing and more complex transit system, the START Board requests the Town Council and Board of County Commissioners consider providing flexibility to enter into multi-year contracts as long as those contracts have a clause that says they may be canceled or modified as necessary if the funds are not approved in the applicable budget year.

PROPOSED CHANGES IN RED:

The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations ~~providing services or funding needed to carry in connection with carrying~~ out the purposes of this Agreement within the approved Budget, operating plan and policies approved by the Parties; **provided, however, that contracts shall contain a non-appropriations clause. For each year.** All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.

PROPOSAL #3: AMEND SECTION 10 (PARAGRAPH 2) OF THE JPA TO CLARIFY THE ROLE OF THE BOARD VIS-À-VIS THE TRANSIT DIRECTOR

The START Board is required to provide input on the hiring and firing of the Transit Director. In addition, the Board is required to provide input on the performance of the Transit Director at least annually. Given the sensitive nature of personnel matters, we propose that the Executive Committee of the START Board participate in this process rather than the whole Board. The Executive Committee of the START Board consists of the officers of START. Those officers are the Chair, Vice-Chair, Secretary and Treasurer. Wyoming statute requires that the START Board elect from its members a Chair, Vice-Chair, Secretary and Treasurer annually.

PROPOSED CHANGES IN RED:

The Jackson Town Manager shall hire and terminate the Transit Director with the advice and recommendation from the Board. The management, supervision, direct report, and discipline of the Transit Director shall be with the Jackson Town Manager, **with the input of the Board, which shall be factored into any performance evaluation of the Transit Director. The Jackson Town Manager shall meet with members of the Board at least bi-annually (or more often if requested by the Board or the Town Manager) to obtain the input of the Board on the performance of the Transit Director. The Jackson Town Manager shall take the input of the Board into account in**

assessing the performance of the Transit Director. The Jackson Town Manager shall conduct a performance review annually of the transit director with input from the Board. The hiring, dismissal, discipline, and management of START employees shall be the responsibility of the Transit Director, pursuant to the Town of Jackson Personnel Policies.

PROPOSAL #4: AMEND SECTIONS 5, 8 AND 9 (PARAGRAPH 2) TO CLARIFY THE OPERATING AUTHORITY OF THE BOARD

The START Board is required to prepare a budget and operating plan for approval by the Town Council and Board of County Commissioners. Once the budget and operating plan are approved, the START Board is charged with overseeing its implementation, among other things. The START Board proposes clarifying when it is required to seek additional approvals related to operational matters. This does not apply to capital expenditures, which are dealt with elsewhere in the agreement and to which we are not seeking any changes. We are requesting these changes for operational efficiency and to eliminate ambiguity related to appropriate authority. For example, the transit system was required to follow the Federal mask mandate related to public transportation. This was a matter impacting the “broader public”, but not one that made sense to seek approval given the legal requirement to follow the Federal standard. In addition, we have deleted the requirement that the operating plan be sufficiently detailed as to eliminate any ambiguity about “any management decisions”. There are thousands of decisions in any given year with respect to running a transit system. It is an impossible standard and implies that the Transit Director is outside their authority if they do not consult with the electeds about any decision made that is not specified in the operating plan.

PROPOSED CHANGES IN RED:

PARAGRAPH 5:

The Board is hereby delegated the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the operating plan submitted by the Board with the Budget and approved by the Parties. Any ~~significant actions that would reasonably be expected to result in material changes from affect~~ the operating plan, ~~broader public, existing policy~~ or the approved Budget shall be approved by the Parties. *The Board shall not be required to seek approval of any action that is reasonably necessary to comply with applicable law or regulation.*

PARAGRAPH 8:

The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any ~~management decisions,~~ proposed capital projects or expenditures ~~or personnel hiring.~~ *The operating plan shall include reasonable detail related to the anticipated number of personnel needed to carry out the operating plan.* The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget, ~~;~~ *provided, however, that funds related to internal* operational expenditures *may be reallocated within budget items so long as such reallocation does not violate applicable state law and Town*

fiscal policies. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

PARAGRAPH 9 (PARAGRAPH 2):

Within the foregoing constraints, the day-to-day control, management (including special event management), supervision, operation and regulation of the transit system shall be under the administration of the Board. ~~No new Obligations that to engage in the management, control, maintenance or supervision of property, or facilities or programs may significantly impact the broader public,~~ would reasonably be expected to cause a material deviation from the approved Budget or the approved operating plan ~~or which deviates from existing policy~~ may not be incurred by the Board ~~be delegated to the Board by the Town or County, or assumed by the Board,~~ without the approval of both of the Parties. No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

SUGGESTED MOTION

Same Motion for Town and County

Option1

I move to direct staff to draft and bring back for Council and Commission review, an Amended and Restated START Joint Powers Agreement incorporating all existing amendments, the proposed amendments of the START Board, and any other changes discussed and agreed upon at this meeting.

OR

Option 2

I move to direct staff to draft and bring back for Council and Commission review, an Amended and Restated START Joint Powers Agreement incorporating all existing amendments.

Or

Option 3

No motion, the current JPA would remain in effect.

AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the 4th day of September, 2001, by and between TETON COUNTY, WYOMING, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), THE TOWN OF JACKSON, WYOMING, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the "Parties"), and is made pursuant to the provisions of Wyoming Statutes §§18-9-201, *et seq.* (LEXIS 2001 as amended).

WHEREAS, Wyoming Statute §16-1-101, *et seq.* (LEXIS 2001 as amended) (the Wyoming Joint Powers Act) and its predecessor statutes provide that any county and any municipality may enter into agreements to cooperate and assist each other in exercising and performing any power, authority, duty or function legally invested in them; and

WHEREAS, the Wyoming Joint Powers Act provides in part that Wyoming counties and municipalities may enter into and operate, under a joint powers agreement, transportation facilities as set forth in §16-1-104 (c) (v) Wyoming Statutes (LEXIS 2001 as amended); and

WHEREAS, pursuant to said §16-1-104, and §18-2-108 Wyoming Statutes (LEXIS 2001 as amended), the counties and municipalities may enter into agreements to operate transportation system facilities; and

WHEREAS, if they do so, they may appoint a board to control, maintain, manage and supervise such systems and facilities; and,

WHEREAS, Town and County have determined that there is a need within Teton County, the Town of Jackson, and surrounding region, for a transit system providing transportation to residents and visitors; and

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County have purchased motor buses and constructed bus stops; and

WHEREAS, pursuant to §31-18-103 Wyoming Statutes (LEXIS 2001 as amended), , when such motor vehicles, described therein are owned and operated by the Town and /or County, they are exempt from regulation under Wyoming Statutes 31-18-104, 31-18-209, 31-18-301 and 31-18-304; and

WHEREAS, the Town and County have operated a transportation system and facilities pursuant to a Joint Powers Agreement executed on July 7, 1992, which expires on April 15, 2001, and which on March 26, 2001 was extended by joint agreement of the Town and County until October 15, 2001; and

WHEREAS, the Town and County wish to continue operation of the transit system and establish control of its administration and performance, as well as the financing of such system, and to confirm the establishment of a board for the purpose of governing aspects of maintaining, managing, operating and regulating the Southern Teton Area Rapid Transit (START) system as set forth herein on behalf of the Town and County;

NOW, THEREFORE, both Parties having resolved to do so in a meeting duly assembled, and in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, the parties hereto agree as follows:

1. Purpose. The purpose of this agreement is to establish procedures and responsibilities for the joint and cooperative undertaking of the Town and County in establishing and operating a transit system providing transportation between various points within the Town of Jackson, Wyoming, other unincorporated areas of Teton County, Wyoming, and the surrounding region in accordance with applicable laws.
2. Duration/Amendments. This agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by both parties hereto, and shall continue until terminated upon the adoption of resolutions of dissolution by the Parties. Any amendments to this agreement shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General.
3. Name. The project established by this agreement shall be known as the "Southern Teton Area Rapid Transit ("START") System."
4. Board. There is hereby created a Board to consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board in this Agreement. All members shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the Mayor and Town Council of the Town of Jackson, Wyoming. There shall also be appointed one member from the Board of County Commissioners and one member from the Jackson Town Council. These members shall serve in an ex-officio capacity and will not vote. The terms of the current appointees are staggered terms of various numbers of years. Hereafter, appointments for a full term shall be for three (3) year staggered terms. Pursuant to § 1-23-107 Wyoming Statutes (LEXIS 1999 as amended) the Board members shall not be individually liable for any actions, inactions or omissions of the Board, except for their intentional torts or illegal acts. All members shall be required to take an oath of office similar to that for elected officials in the State of Wyoming. Members of the Board may be removed and replaced by action of the Agency appointing the member or by the joint action of the Parties in the case of those who were jointly appointed. Removal by mutual agreement by such agencies shall occur only after

notice to the Board member to be removed and the opportunity for a hearing on the issue of removal before a joint meeting of the two governing bodies.

5. Delegation of Authority for Operation, Regulation Control and Maintenance of Property, Facilities and Programs. The Board is hereby delegated the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment and facilities. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services.
6. Interest of The Parties in Property, Facilities and Equipment. The respective furniture, fixtures, equipment, capital improvements, and systems (including leased property) and all of the facilities currently located upon them or hereafter created, improved or acquired for them, as well as all buses currently utilized by START, shall continue to be the property of the respective Parties. Each Party shall be deemed to own a one-half undivided interest in certain equipment and facilities as noted in a schedule attached hereto identified at "Schedule of Co-owned Equipment".
7. Financing and Budget. The Town and the County shall each finance joint and cooperative undertaking by the appropriation by each Party of equal sums of money or value of resources, as determined in their individual budget processes.

Each Party's financial obligation may be financed from any legal source, including, by excise, sales, or other taxation, or in-kind contributions. The Board is specifically authorized to receive and accept donations, gifts, contributions or grants from any source, provided that they are used solely for permitted purposes under the terms of this Agreement. In addition, the Board is specifically authorized to cooperate with either of the Parties, or any other agency of the State of Wyoming or authorizations from or through those agencies.

In addition to the foregoing, the Board may provide for and collect user charges and fees for the purpose of funding the transit system. In addition to the foregoing, the Town is specifically authorized to acquire and maintain reserve funds for START operations and the Town and County each reserve the right to withdraw or withhold funding at any time they shall determine that funds from other available sources, together with the reserve funds, are sufficient for the operation and maintenance of the system contemplated by this agreement.

8. The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than March 20th of each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. Both Parties must approve the Budget. The Board will provide

the Parties with reports detailing its activities and expenditures on a quarterly basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

9. Method of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and take advantage of established fiscal, personnel, insurance and other arrangements, the transit system department shall operate utilizing Town personnel policies, Town fiscal management and auditing, Town retirement and health and medical insurance and Town casualty and personal liability insurance, etc. The finally approved budget of the Department shall be within the Town's budget and the Town shall be responsible for performing all required audits and reporting to appropriate agencies.

Within the foregoing constraints, the day to day control, management, supervision, operation and regulation of the transit system and facilities shall be under the administration of the Board. No new obligations to engage in the management, control, maintenance or supervision of property, facilities or programs may be delegated to the Board by the Town or County, or assumed by the Board, without the approval of both of the Parties. No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

10. Agents and Employees. The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services, funding or facilities needed to carry out the purposes of this Agreement. All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.

The Board, which shall also conduct performance reviews of the Director, shall be responsible for the hiring, dismissal and management of the Transit Director, utilizing Town personnel policies. The hiring, dismissal, and management of START employees shall be the obligation of the Transit Director, pursuant to then applicable policies and procedures of the Town.

11. Termination and Dissolution. This Agreement may be terminated with 120 days notice by the approval of a resolution of dissolution by either of the governing bodies of the Parties hereto. No Party may adopt a resolution to terminate this Agreement or its obligations hereunder if the effect of the adoption would violate the provisions of the Act or cause or constitute a breach of any contract pursuant hereto. In the event of such termination, any Property belonging to one of the Parties which provided the Property to or for the use of the Board shall revert to and be the sole and separate property of that Party.

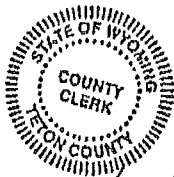
12. Prior Agreements. This agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements between the parties with respect to the JACKSON-TETON COUNTY JOINT POWERS TRANSPORTATION PROJECT, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void. This agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management and operation of a transit system and facilities in the Town of Jackson, Teton County, and surrounding region.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on behalf of the Parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY
COMMISSIONERS OF
TETON COUNTY, WYOMING

By: *Lynne Carme*
Chairman

Attest:

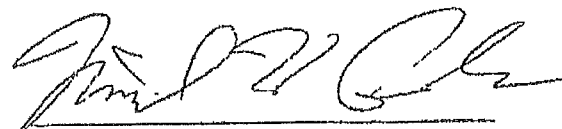


Sherry H. Cagle
County Clerk

JACKSON TOWN COUNCIL
TOWN OF JACKSON, WYOMING

By: *Jeanne Jackson*
Mayor

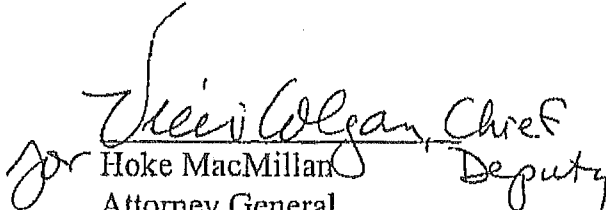
Attest


Town Clerk

APPROVAL BY ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), this Agreement Establishing Jackson-Teton County Joint Powers Transit System was reviewed and the Attorney General determined that the Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Amendment itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this 10 day of October, 2001.


for Hoke MacMillan, Chie. F. Deputy
Attorney General
State of Wyoming

**FIRST AMENDMENT TO THE AGREEMENT ESTABLISHING
JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM**

This First Amendment to the Agreement Establishing Jackson-Teton County Joint Powers Transit System is made and entered into to be effective as of the 6th day of June, 2011, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "Town", and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, The Town of Jackson and Teton County entered into an Agreement establishing the Jackson-Teton County Joint Powers Transit System ("JPA") on September 4, 2001; and

WHEREAS, the parties wish to amend the JPA to reflect a financing split based upon the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County.

NOW THEREFORE, it is hereby resolved by the Town and County in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

Paragraph 7. Financing and Budget, *paragraph 1*, shall be amended to reflect a financing split between the parties based upon the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County, which shall now read as follows:

The Town and County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County.

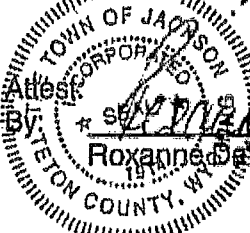
IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

By:

Mark Barron
Mark Barron, Mayor

6/13/11
Dated



Roxanne DeVries Robinson
Roxanne DeVries Robinson, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By:

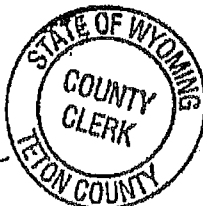
Ben Ellis
Benjamin Ellis, Chair

6/13/11
Dated

Attest:

By:

Sherry Daigle
Sherry Daigle, County Clerk



STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the First Amendment to the Agreement Establishing Jackson-Teton County Joint Powers Transit System and determined that the amended agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the amended agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approved this 30 day of June, 2011.

ATTORNEY GENERAL

A handwritten signature in cursive script, reading "Gregory A. Phillips". The signature is written in dark ink and is positioned above a horizontal line.

Gregory A. Phillips

SECOND AMENDMENT TO THE AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Second Amendment to the Agreement Establishing Jackson-Teton County Joint Powers Transit System is made and entered into to be effective as of the 12th day of June, 2015, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "Town", and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, The Town of Jackson and Teton County entered into an Agreement establishing the Jackson-Teton County Joint Powers Transit System ("JPA") on September 4, 2001; and

WHEREAS, the parties wish to amend the JPA to reflect a change in the hiring, dismissal, and management of the Transit Director.

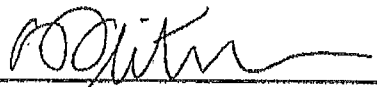
NOW THEREFORE, It is hereby resolved by the Town and County in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

Paragraph 10. Agents and Employees, paragraph 2, shall be deleted and replaced with the following that reflects a change in the hiring dismissal and management of the Transit Director, which shall now read as follows:

The Jackson Town Manager shall hire and terminate the Transit Director with the advice and recommendation from the Board. The management, supervision, direct report, and discipline of the Transit Director shall be with the Jackson Town Manager. The Jackson Town Manager shall conduct a performance review annually of the transit director with input from the Board. The hiring, dismissal, discipline, and management of START employees shall be the responsibility of the Transit Director, pursuant to the Town of Jackson Personnel Policies.

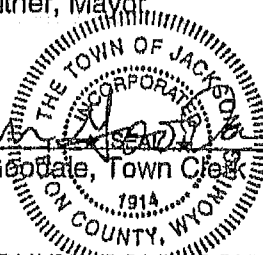
IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

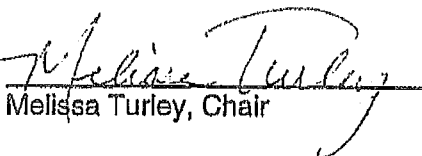
By: 
Sara Filtner, Mayor

5/18/15
Dated

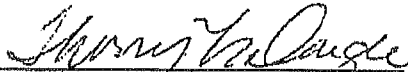
Attest: 
By: Olivia Goodale, Town Clerk



BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: 
Melissa Turley, Chair

5/20/15
Dated

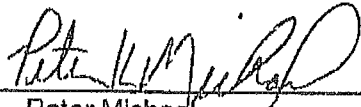
Attest:
By: 
Sherry Dalghe, County Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

In accordance with Wyo. Stat. §16-1-105(a)(ii), I hereby certify that the foregoing Second Amendment to the Agreement establishing the Jackson-Teton County Joint Powers Transit System was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and Law of the State of Wyoming. The approval of this Second Amendment to the September 4, 2001 Agreement Establishing Jackson-Teton County Joint Powers Transit System is limited to the terms and conditions of the Agreement and Amendment themselves, and the approval does not extend to any activities, services, project or financing of any activities, services or project contemplated under the Agreement or Amendment.

Approved this 12th day of June, 2015

ATTORNEY GENERAL

By: 
Peter Michael
Attorney General
State of Wyoming

THIRD AMENDMENT TO THE AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Third Amendment to the Agreement Establishing Jackson-Teton County Joint Powers Transit System is made and entered into to be effective as of the 5th day of November, 2018, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "Town", and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, The Town of Jackson and Teton County entered into an Agreement establishing the Jackson-Teton County Joint Powers Transit System ("JPA") on September 4, 2001; and

WHEREAS, a First Amendment to the JPA effective June 6, 2011 was made to reflect a financing split for sales tax distributions; and,

WHEREAS, a Second Amendment to the JPA effective on June 12, 2015 amended the JPA to reflect a change in the hiring, dismissal, and management of the Transit Director; and,

WHEREAS, the parties wish to further amend the JPA to clear up ambiguities on the role of elected officials and the delegation of authority to the START Board in connection with the method of operation, operating plan, budget, facilities, agents and employees of START.

NOW THEREFORE, it is hereby resolved by the Town and County in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

Paragraph 5. Delegation of Authority for Operation, Regulation, Control and Maintenance of Property, Facilities and Programs, shall be amended to change the title of the paragraph and to reflect a clarification on decisions affecting existing policy of the Parties.

Delegation of Authority for Operation, Regulation, Control and Maintenance of Property and Programs:

The Board is hereby delegated the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the operating plan submitted by the Board with the Budget and approved by the Parties. Any significant changes or deviations that may affect the operating plan, broader public, existing policy or the approved Budget shall be approved by the Parties.

Paragraph 8 shall be amended to reflect clarification on the operating plan:

The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget, except for internal operational expenditures. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

Paragraph 9. Method of Operation, *paragraph 2*, shall be amended with the following that reflects a clarification on the day to day control, management, supervision, operation and regulation of the transit system:

Within the foregoing constraints, the day to day control, management (including special event management), supervision, operation and regulation of the transit system shall be under the administration of the Board. No *new* obligations to engage in the management, control, maintenance or supervision of property, facilities or programs that may significantly impact the broader public, the approved Budget or which deviates from existing policy may be delegated to the Board by the Town or County, or assumed by the Board, without the approval of both of the Parties. No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

Paragraph 10. Agents and Employees, *paragraph 1*, shall be amended with the following that reflects a change in the authority regarding contracts, which shall now read as follows:

The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services or funding needed to carry out the purposes of this Agreement within the approved Budget, operating plan and policies approved by the Parties for each year. All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

By:

Pete Muldoon
Pete Muldoon, Mayor Approved 11-5-2018

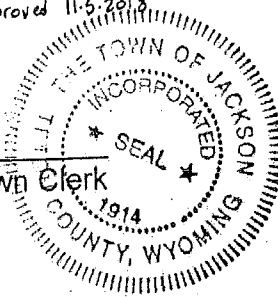
11-14-2018

Dated

Attest:

By:

Sandra P. Birdyshaw
Sandra P. Birdyshaw, Town Clerk



BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By:

Mark Newcomb
Mark Newcomb, Chair Approved 11-5-2018

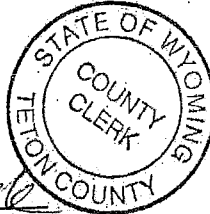
11-14-18

Dated

Attest:

By:

Sherry L. Daigle
Sherry L. Daigle, County Clerk

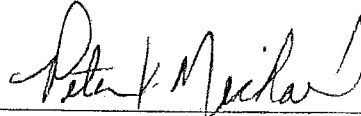


STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Third Amendment to the Agreement Establishing the Jackson-Teton County Joint Powers Transit System and determined that the Third Amendment is compatible with the laws and constitution of the State of Wyoming. The approval of the Third Amendment by the Attorney General is limited to the terms and conditions of the Third Amendment itself, and does not extend to any individual project or the financing of any individual project contemplated under the Third Amendment.

Approved this 5th day of December, 2018.

ATTORNEY GENERAL

A handwritten signature in cursive script, appearing to read "Peter K. Michael", is written over a horizontal line.

Peter K. Michael

START JPA FREQUENTLY ASKED QUESTIONS DECEMBER 2022

Q: What is the role of the START Board?

A: The role of the START Board is to oversee the transit operations in the region, which includes preparing an annual budget and operating plan for submission and approval by the Town Council and Board of County Commissioners. These two foundational documents set the framework for public transportation in the region for the year. The START Board is responsible for developing those documents and then overseeing their implementation for the year.

Q: How is the START Board organized?

A: Pursuant to Wyoming state statute, the START Board is required to consist of not less than five members, each of which must be “qualified electors” of Teton County, WY. The statute also requires that the Board members choose a Chairperson, Vice-Chairperson, a Secretary and a Treasurer each year. The Town Council and Board of County Commissioners expanded the size of the START Board from seven members to nine members about three years ago. The START Board may be any number of individuals that is more than five members as determined by the Town Council and Board of County Commissioners in their discretion.

Q: Is the START Board “only advisory”?

A: No. Pursuant to the JPA, once the budget and operating plan are approved, the JPA provides that the “day to day control, management (including special event management), supervision, operation and regulation of the transit system shall be under the administration of the Board.”

Q: What authority does the START Board have?

A: Pursuant to the JPA, the Board has been delegated the authority to “control, maintain, manage, operate and regulate the transit system” described in the JPA. The Board submits an operating plan with the budget, both of which are approved by the Town Council and the Board of County Commissioners. Once approved, the Board has the oversight obligation to operate within the approved parameters. The Board may reallocate funds within the approved budget for internal operational expenditures without additional approval, subject to the limits provided in state statute.

Q: What are the limits on the authority of the START Board?

A: Pursuant to the JPA, the Board must seek approval from the Town Council and the Board of County Commissioners for any significant changes or deviations that may affect the operating plan, broader public, existing policy or the approved budget. In addition, the Board is required to seek the prior approval of the Town Council and the Board of County Commissioners for all capital projects and unbudgeted capital expenditures.

Q: Is the START Board authorized to approve contracts?

A: Yes. The Board has the authority to contract with organizations providing services or funding needed to carry out the purposes of the JPA within the approved budget, operating plan and policies approved by the Town Council and Board of County Commissioners each year. The START Chair is authorized to sign contracts and required reporting documents within these parameters.

Q: Does the START Board have a role in hiring and terminating the Transit Director?

A: Yes. The Jackson Town Manager is required to get the advice and recommendation from the START Board in hiring and terminating the Transit Director, and the Town Manager has authority over final decisions. As background, in the ongoing recruiting process in 2022 for the new START Transit Director, the Town Manager has included the Chair and Vice Chair of START in the final interviews and sought their recommendations on hiring.

Q: Does the START Board have a role in providing performance reviews for the Transit Director?

A: Yes. The Jackson Town Manager is required to conduct an annual performance review of the Transit Director with input from the START Board.

Color Code:

Orange = First Amendment

Green = Second Amendment

Red = Third Amendment

AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the 4th day of September, 2001, by and between **TETON COUNTY, WYOMING**, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), **THE TOWN OF JACKSON, WYOMING**, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the "Parties"), and is made pursuant to the provisions of Wyoming Statutes §§18-9-201, *et seq.* (LEXIS 2001 as amended).

WHEREAS, Wyoming Statute §16-1-101, *et seq.* (LEXIS 2001 as amended) (the Wyoming Joint Powers Act) and its predecessor statutes provide that any county and any municipality may enter into agreements to cooperate and assist each other in exercising and performing any power, authority, duty or function legally invested in them; and

WHEREAS, the Wyoming Joint Powers Act provides in part that Wyoming counties and municipalities may enter into and operate, under a joint powers agreement, transportation facilities as set forth in §16-1-104 (c) (v) Wyoming Statutes (LEXIS 2001 as amended); and

WHEREAS, pursuant to said §16-1-104, and §18-2-108 Wyoming Statutes (LEXIS 2001 as amended), the counties and municipalities may enter into agreements to operate transportation system facilities; and

WHEREAS, if they do so, they may appoint a board to control, maintain, manage and supervise such systems and facilities; and,

WHEREAS, Town and County have determined that there is a need within Teton County, the Town of Jackson, and surrounding region, for a transit system providing transportation to residents and visitors; and

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County have purchased motor buses and constructed bus stops; and

WHEREAS, pursuant to §31-18-103 Wyoming Statutes (LEXIS 2001 as amended), when such motor vehicles, described therein are owned and operated by the Town and/or County, they are exempt from regulation under Wyoming Statutes 31-18-104, 31-18-209, 31-18-301 and 31-18-304; and

WHEREAS, the Town and County have operated a transportation system and facilities pursuant to a Joint Powers Agreement executed on July 7, 1992, which expires on April 15, 2001, and which on March 26, 2001 was extended by joint agreement of the Town and County until October 15, 2001; and

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WHEREAS, the Town and County wish to continue operation of the transit system and establish contro1 of its administration and performance, as well as the financing of such system, and to confirm the establishment of a board for the purpose of governing aspects of maintaining, managing, operating and regulating the Southern Teton Area Rapid Transit (START) system as set forth herein on behalf of the Town and County;

NOW, THEREFORE, both Parties having resolved to do so in a meeting duly assembled, and in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, the parties hereto agree as fo1lows:

1. Purpose. The purpose of this agreement is to establish procedures and responsibilities for the joint and cooperative undertaking of the Town and County in establishing and operating a transit system providing transportation between various points within the Town of Jackson, Wyoming, other unincorporated areas of Teton County, Wyoming, and the surrounding region in accordance with applicable laws.
2. Duration/Amendments. This agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by both parties hereto, and shall continue until terminated upon the adoption of resolutions of dissolution by the Parties. Any amendments to this agreement shall be effective only upon the mulua1 execution of an amending document, and approval by the Wyoming Attorney General.
3. Name. The project established by this agreement shall be known as the "Southern Teton Arca Rapid Transit ("START") System."
4. Board. There is hereby created a Board lo consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board in this Agreement. All members shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the Mayor and Town Council of the Town of Jackson, Wyoming. There shall a1so be appointed one member from the Board of County Commissioners and one member from the Jackson Town Council. These members shall serve in an ex- officio capacity and will not vote. The terms of the current appointees are staggered terms of various numbers of years. Hereafter, appointments for a full term shall be for three (3) year staggered terms. Pursuant to § 1-23-107 Wyoming Statutes (LEX]S 1999 as amended) the Board members shall not be individually liable for any actions, inactions or omissions of the Board, except for their intentional torts or illegal acts. All members shall be required to take an oath of office similar to that for elected officials in the Slate of Wyoming. Members of the Board may be removed and replaced by action of the Agency appointing the member or by the joint action of the Parties in the case of those who were jointly appointed. Removal by mutual agreement by such agencies shall occur only after notice to the Board member to be removed and the opportunity for a

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hearing on the issue of removal before a joint meeting of the two governing bodies.

5. Delegation of Authority for Operation, Regulation Control and Maintenance of Property and Programs. The Board is hereby delegated the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the operating plan submitted by the Board with the Budget and approved by the Parties. Any significant changes or deviations that may affect the operating plan, broader public, existing policy or the approved Budget shall be approved by the Parties.
6. Interest of The Parties in Property, Facilities and Equipment. The respective furniture, fixtures, equipment, capital improvements, and systems (including leased property) and all of the facilities currently located upon them or hereafter created, improved or acquired for them, as well as all buses currently utilized by START, shall continue to be the property of the respective Parties. Each Party shall be deemed to own a one-half undivided interest in certain equipment and facilities as noted in a schedule attached hereto identified at "Schedule of Co- owned Equipment".
7. Financing and Budget. The Town and County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County.

Each Party's financial obligation may be financed from any legal source, including, by excise, sales, or other taxation, or in-kind contributions. The Board is specifically authorized to receive and accept donations, gifts, contributions or grants from any source, provided that they are used solely for permitted purposes under the terms of this Agreement. In addition, the Board is specifically authorized to cooperate with either of the Parties, or any other agency of the State of Wyoming or authorizations from or through those agencies.

In addition to the foregoing, the Board may provide for and collect user charges and fees for the purpose of funding the transit system. In addition to the foregoing, the Town is specifically authorized to acquire and maintain reserve funds for START operations and the Town and County each reserve the right to withdraw or withhold funding at any time they shall determine that funds from other available sources, together with the reserve funds, are sufficient for the operation and maintenance of the system contemplated by this agreement.

8. The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan

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shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget, except for internal operational expenditures. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

9. Method of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and take advantage of established fiscal, personnel, insurance and other arrangements, the transit system department shall operate utilizing Town personnel policies, Town fiscal management and auditing, Town retirement and health and medical insurance and Town casually and personal liability insurance, etc. The finally approved budget of the Department shall be within the Town's budget and the Town shall be responsible for performing all required audits and reporting to appropriate agencies.

Within the foregoing constraints, the day to day control, management (including special event management), supervision, operation and regulation of the transit system shall be under the administration of the Board. No *new* obligations to engage in the management, control, maintenance or supervision of property, facilities or programs that may significantly impact the broader public, the approved Budget or which deviates from existing policy may be delegated to the Board by the Town or County, or assumed by the Board, without the approval of both of the Parties. No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

10. Agents and Employees. The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services or funding needed to carry out the purposes of this Agreement within the approved Budget, operating plan and policies approved by the Parties for each year. All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.

The Jackson Town Manager shall hire and terminate the Transit Director with the advice and recommendation from the Board. The management, supervision, direct report, and discipline of the Transit Director shall be with the Jackson Town Manager. The Jackson Town Manager shall conduct a performance review annually of the transit director with input from the Board. The hiring, dismissal, discipline, and management of START employees shall be the responsibility of the Transit Director, pursuant to the Town of Jackson Personnel Policies.

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11. Termination and Dissolution. This Agreement may be terminated with 120 days notice by the approval of a resolution of dissolution by either of the governing bodies of the Parties hereto. No Party may adopt a resolution to terminate this Agreement or its obligations hereunder if the effect of the adoption would violate the provisions of the Act or cause or constitute a breach of any contract pursuant hereto. In the event of such termination, any Property belonging to one of the Parties which provided the Property to or for the use of the Board shall revert to and be the sole and separate property of that Party.
12. Prior Agreements. This agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements between the parties with respect to the JACKSON-TETON COUNTY JOINT POWERS TRANSPORTATION PROJECT, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void. This agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management and operation of a transit system and facilities in the Town of Jackson, Teton County, and surrounding region.

[remainder not copied]



JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PRESENTER: S. Ashworth

MEETING DATE: 12/5/2022

SUBJECT: Wilson Boat Ramp Improvements, Bid Results and Funding Consideration

STATEMENT/PURPOSE

Review of the Wilson Boat Ramp improvement project and formal bid results to determine final scope of work for contract consideration and funding allocation.

BACKGROUND/ALTERNATIVES

The Wilson Boat Ramp is located off of the Moose-Wilson Rd, just north of the Highway 22 Snake River Bridge. It provides an important access to a very popular section of the Snake River, for both local boaters and commercial outfitters.

In 2017, a Conditional Use Permit was approved for improvements to the Boat Ramp facility (Fig 1). This plan included paving a portion of the entrance road, graveling the southern loop, and no improvements to the levee. Site amenities included seven trailer parking spaces, a small un-loading area, replacement restrooms, and an information kiosk.

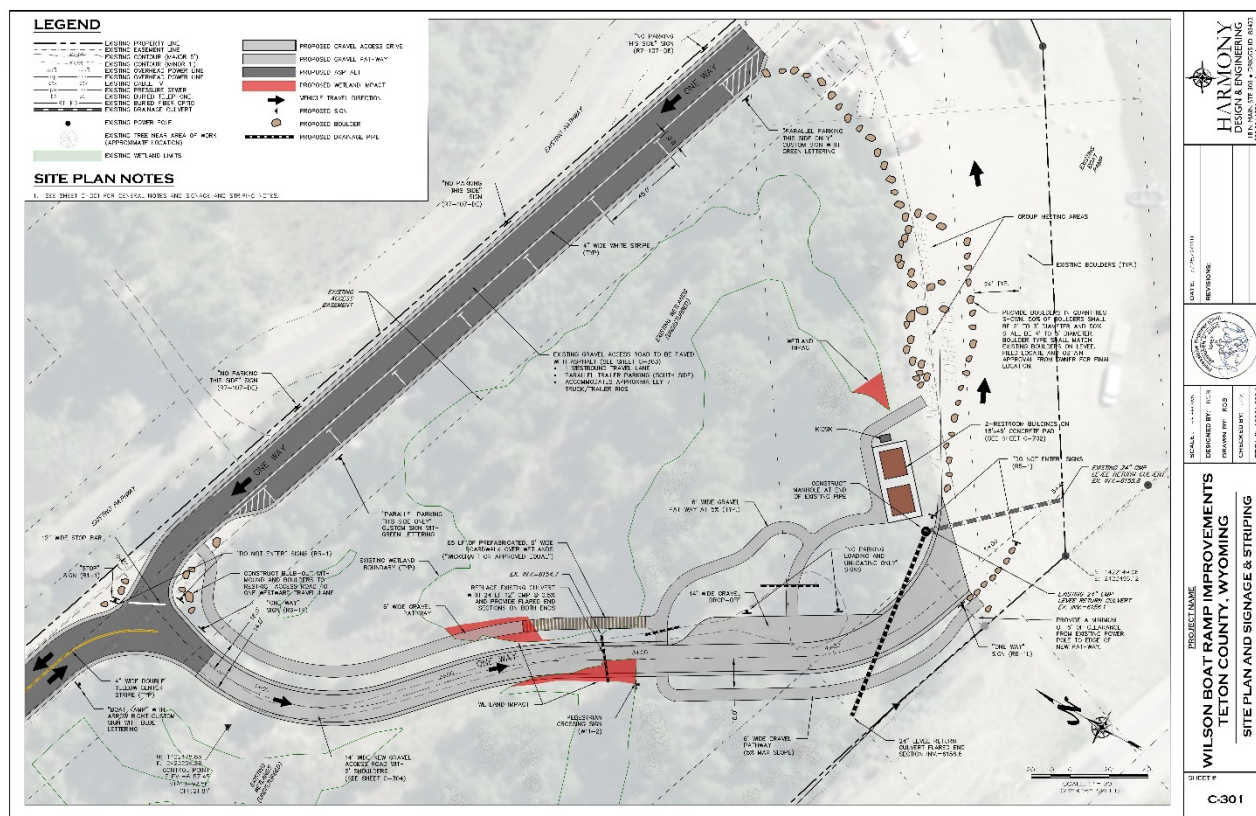


Figure 1: Wilson Boat Ramp 2018 Plan

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Figure 3: 2018 Road Scope/ Materials

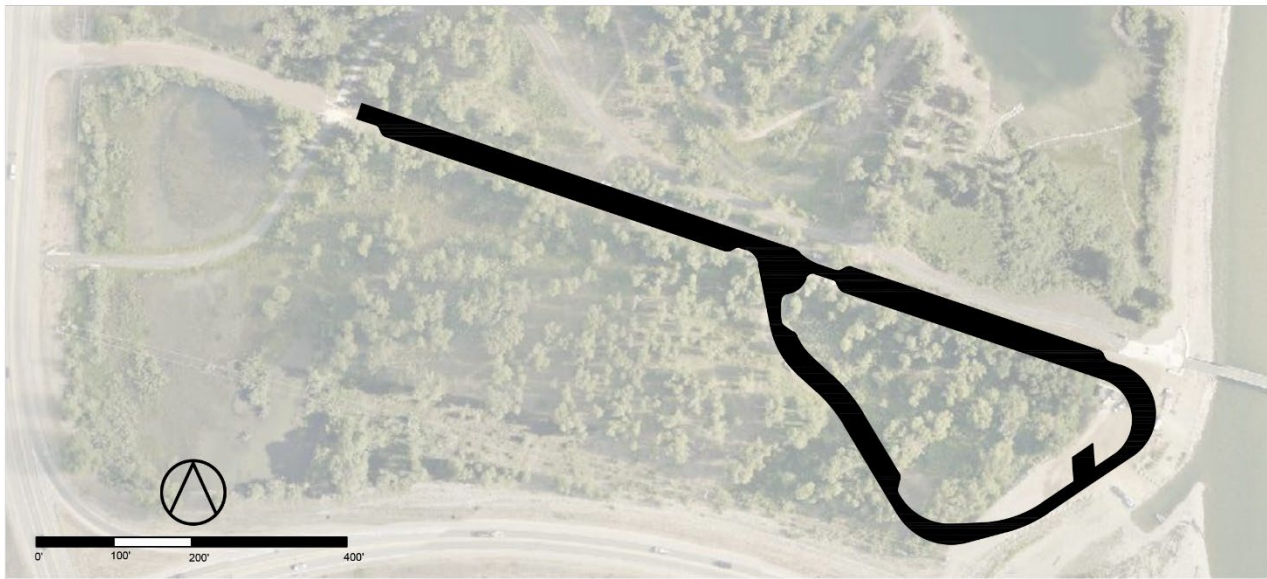


Figure 4: 2022 Road Scope/Materials

STAKEHOLDER ANALYSIS

The Snake River community, both outfitters and individual community members, have had the opportunity to comment on proposed designs.

FISCAL IMPACT

Funding availability for the project in FY22 was \$218,500 from the Town of Jackson, \$256,500 from Teton County, and \$209,000 from the 2010 SPET for a total of \$684,000.

Staff solicited bids locally and regionally and through advertisement in the Jackson Hole News & Guide. The bid documents were also available on Public Purchase, allowing for more project visibility. Bids included an amount of the original project only along with additional items as discussed above.

The results were as follows:

<u>Vendor</u>	<u>Base & Alt Bid</u>	<u>BaseBid Amount</u>
Evans Construction	\$1,220,249	\$1,048,773.40
Avail Valley Construction	\$1,189,777	\$1,018,300.40
Westwood Curtis Construction	\$1,184,139	\$1,012,662.40
MD Landscaping	\$992,398.90 (+ 5% WY Contractor Preference=\$1,042,018)	\$820,922.30

As included in the figures above, the added alternate items that were included in the bidding process that were not part of the original budget consideration are the following:

1. Increased asphalt paving (\$73,343.60)
2. Boat ramp concrete plank system (\$98,133)

Staff is recommending award of the bid to MD Landscaping for the original bid amount only in the amount of \$820,922.30, leaving the project \$355,922.30 underfunded.

Teton County has re-budgeted the \$256,000 for FY23, however the Town of Jackson has not rebudgeted the \$218,500 for FY23. Staff recommends that the Town re-allocate FY22 funds of \$218,500 plus an additional

\$62,784 for a total of \$281,284, and the County allocate additional funding above the \$256,000 in the amount of \$73,138.30 for a total funding contribution of \$329,138.30. The Town and County typically split Parks and Recreation capital requests 54/46, but this is not always the case. At times, each jurisdiction has individually funded projects within their own jurisdiction separately from the typical formula. The Town and County may choose to fully fund, partially fund or not fund this project at this time.

This project was funded by the Town in FY2022 but not completed and the funding was not moved/rolled over into FY2023. The Town committed to a total of \$6,658,060 for Parks and Recreation capital funding in FY23 including \$6,500,000 for the Recreation Center, and \$158,060 in other capital requests. This request is to have the Council approve a budget amendment (\$281,284) to allocate this additional funding now or choose to no longer fund the project. The requested funding would come from the Town Capital Projects Fund. Staff notes that this fund would need to be utilized to cover any additional expenses for the Fleet Maintenance Facility and the Recreation Center expansion projects currently underway and all other Town Capital projects in the Town Capital Improvement Plan (CIP).

An additional \$171,476.60 would be required to complete the 2022 expanded project as bid. These additional improvements could be funded by the Town and County or by one jurisdiction.

STAFF IMPACT

Staff will manage the project

LEGAL REVIEW

K. Kingery

ATTACHMENTS

None

RECOMMENDATION

Staff recommends constructing the original scope of work, as identified in the 2017 approved Conditional Use Permit only, for a total project cost of \$820,922.30.

SUGGESTED MOTION

Town of Jackson:

I move to authorize \$281,284 in FY23 funding for the completion of the original project scope of work for the Wilson Boat Ramp Improvements project, for a project cost total of \$820,922.30

Teton County:

I move to authorize an additional \$73,138.30 in FY23 funding From Capital Fund fund balance for the completion of the original project scope of work for the Wilson Boat Ramp Improvement project for a project cost total of \$820,922.30.