

Jackson Town Council Regular Meeting

June 5, 2023

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/83218182923?pwd=MUhXV2l2WmpjREpYTGQ5MVczcExMUT09>

If the link does not work, join at zoom.com with Webinar ID **832 1818 2923** Password: **83001**

or join by phone **+1 253 215 8782** with Webinar ID **832 1818 2923** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. National Gun Violence Awareness Day Proclamation
 - 2. Pride Month Proclamation
 - 3. Employee Introductions

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@jacksonwy.gov.

- A. Jackson Hole Pride

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Meeting Minutes
 - 1. May 15, 2023 Special Town Council Workshop
 - 2. May 15, 2023 Town Council Meeting
 - 3. May 22, 2023 Special Town Council Workshop
- B. Disbursements
- C. P23-084 Temporary Sign Permit for Tin Cup Challenge (Paul Anthony)
- D. Special Event: Powderhorn Park Food Trucks (Aaron Carrillo)
- E. Amended and Reinstated Special Restriction for 848 W Snow King Ave. Unit 35 (Stacy Stoker)
- F. E22-0055: Stormwater Encroachment Agreement at 335 S. Millward St. (Brian Lenz)
- G. Appointment of Special Municipal Officer (Michelle Anderson)

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

- H. 2023 Pathway Safety Improvements Project Notice of Award (Brian Schilling)
- I. Framework Agreement for Professional Services (Brian Lenz and Floren Poliseo)
- J. Silver Star Agreement (Lea Colasuonno & Floren Poliseo)

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

- A. Administration
 - 1. FY24 Budget Public Hearing (Kelly Thompson)
- B. Community Development
 - 1. WAM Resolutions for Delegate to Support (Susan Scarlata)
- C. Legal
 - 1. Updated Promissory Note for Wyoming Business Council Grant and Loan Agreement for Snowmaking (Lea Colasuonno)
- D. Police
 - 1. Updated License Plate Reader (LPR) Technology Purchase Authorization (Michelle Weber)

VI. RESOLUTIONS

- A. Resolution 23-08: FY23 Budget Amendment #3 (Kelly Thompson)
- B. Resolution 23-09: Fee Schedule Resolution (Kelly Thompson)
- C. Resolution 23-10: FY24 Budget Adoption (Kelly Thompson)

VII. ORDINANCES

- A. Ordinance M: A Charter Ordinance Exempting the Town from the Requirement for President and Acting President of Council and Creating a Vice Mayor and Acting Vice Mayor (Roxanne Robinson)
- B. Ordinance N: An Ordinance Repealing Duplicate Section for Position of Vice Mayor (Roxanne Robinson)
- C. Ordinance O: An Ordinance Amending Excused Absences and Vacancies Related to Acting Vice Mayor Responsibilities (Roxanne Robinson)
- D. Ordinance P: Construction Management Plans (Floren Poliseo)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Central Wyoming College (CWC) Annexation Public Hearing Date (Riley Taylor)

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

NATIONAL GUN VIOLENCE AWARENESS DAY

Recognizing June 2, 2023 as National Gun Violence Awareness Day

WHEREAS, National Gun Violence Awareness Day, also known as Wear Orange Day, is observed nationally on the first Friday in June and the following weekend each year; and

WHEREAS, the Wear Orange campaign began on June 2, 2015, in commemoration of the life of Hadiya Pendleton who was shot and killed on a playground in Chicago, and in the years since participation has increased tenfold; and

WHEREAS, 111 Americans are killed by gun violence every day and the gun homicide rate is 25 times higher in the U.S. than in other developed countries; and

WHEREAS, annually in the U.S, 1,839 children and teens die from gun violence; and

WHEREAS, in 2021 Wyoming had the 5th highest total of gun-related deaths in the United States; and

WHEREAS, as of May 2023, there have been over 200 mass shootings in this country; and

WHEREAS, as of April 14, 2023, 21,221 persons have been injured or killed so far this year because of gun violence, and of the over 13,900 who have been killed, 491 were teens and 85 were children.

THEREFORE, we renew our commitment to take the first steps to reduce gun violence and utilize ways that other countries have successfully met this challenge; and

NOW, FURTHER, BE IT RESOLVED, that I, Hailey Morton Levinson, Mayor of the Town of Jackson, declare June 2, 2023, National Gun Violence Awareness Day and encourage all citizens to support efforts to prevent the tragic effects of gun violence.

DATED THIS 5th DAY OF JUNE 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

PRIDE MONTH PROCLAMATION

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans.

WHEREAS, Some of the most inspiring moments in our country's history are the result of various civil rights movements; and

WHEREAS, in the movement toward equal rights for lesbian, gay, bisexual and transgender (LGBT) people, an historic turning point occurred on June 28, 1969, in New York City, during the Stonewall Riots. During these riots and the movement for LGBT liberation that occurred across the country people, often led by transgender women of color, rose up and fought against discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the Town of Jackson honors the history of the LGBT liberation movement, now the LGBTQIA movement, which has added queer, questioning, intersex and asexual people under its umbrella, and supports the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, LGBTQIA pride celebrations take place around the country in June to commemorate the Stonewall Riots; and

WHEREAS, the Town of Jackson's LGBTQIA community members are vital to all sectors, fields, and professions and contribute to a stronger community overall and limiting the rights of LGBTQIA+ persons conflicts with the Town's Anti-Discrimination Ordinance, adopted in 2018; and

WHEREAS, Jackson is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our Town;

WHEREAS, the Town of Jackson is dedicated to fostering acceptance and belonging for all its residents and preventing discrimination and bullying based on sexual orientation and gender identity; and

WHEREAS, LGBTQIA teens have increased rates of suicide; and the recent Teton County Behavioral Health Assessment shows that the LGBTQIA segment of our community experiences increased social isolation; and

WHEREAS, the Town of Jackson is committed to supporting visibility, dignity, and equality for LGBTQIA people in our community and the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, celebrating Pride Month builds awareness and provides support for the queer segment of our community, and is an opportunity to raise visibility, engage in dialogue, strengthen alliances, build acceptance, and advance equity for all.

NOW, THEREFORE BE IT RESOLVED that Jackson's Town Council, on behalf of all Jackson residents, hereby proclaims the month of June 2023 Pride Month and urges all residents to recognize the contributions made by LGBTQIA members of our community, to respect and honor our diverse community, and promote the principles of liberty, equality, and freedom for all.

DATED THIS 5th DAY of June 2023.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Ann McClure

START Bus – Administrative Assistant

Ann recently relocated to Wyoming from the East Coast, along with her husband, Brian, and their golden retriever, Pickles. They are enjoying Jackson's beautiful scenery and good dining options. In her off-hours, Ann enjoys knitting, crocheting, gardening, and learning about high-altitude baking.

Bea Simms

Police Department/Animal Shelter – Full Time Community Service Officer

Bea Simms is the newest member of the Town of Jackson's Police Department where she will be a full-time Community Service Officer at the Animal Shelter. Bea was born in Poland and is a proud naturalized US Citizen. She is a passionate public servant with 16 years of Experience in EMS, Fire, Search and Rescue, and Airport Security. A resident of Victor, Idaho since 2007, Bea has been happily married for 16 years and is a proud "fur mother" of a 19 year old cat named Blondie and 7 year old dog named Lursa. She is an outdoor enthusiast especially when it comes to climbing and cycling. We are happy to welcome her to the team!

Bryan Ontko

Public Works - Full Time Equipment/Water Operator

From the rolling hills of the Blue Grass and his old Kentucky home to his home away from home in Jackson Hole Bryan originally found his way to the greater Jackson area while working in GTNP during summers away from studies in Lexington, KY. Bryan's love for the mountain life, the community and everything the area provides made moving to Jackson an easy choice. Bryan is excited to join the Town of Jackson team and looks forward to serving the community at large!

Kyle Ransom

Public Works - Full Time Street Operator

Kyle is originally from Oklahoma but now calls Wyoming home. He's lived in 7 states and 13 countries. He's an avid horseman and enjoys the outdoors. When he's not horseback you can find him fishing, hunting, or hiking.

Jackson Hole Pride

Website: www.jhpride.com

Instagram: @jacksonholepride

Email: jacksonholepride@gmail.com

May 22, 2023

Dear Mayor Morton-Levinson and Town Councilors,

June is rapidly approaching, and Jackson Hole Pride is excited to put on another fun and inclusive Pride Month to grow, support, and celebrate our local LGBTQIA2S+ community.

At the recommendation of one Councilmember who suggested we reach out to the entire Council, we are writing to request \$5,000 in funding from the Town of Jackson. Jackson Hole Pride will use this funding to hang Pride banners from the Town Square's light posts to increase Pride visibility and increase attendance at Pride events.

The 2023 Jackson Hole Pride calendar includes a variety of events and activities that will appeal to diverse ages, backgrounds, and interests in the community. As we have in previous years, we are partnering with several local businesses and nonprofits, including Astoria Park Conservancy, Grand Teton National Park, Exum Mountain Guides, The Pink Garter Theater, Gender Spectrum, Something Else, The Mangy Moose, The Virginian Saloon, and more.

The full calendar of events will be available soon at <https://www.jhpride.com/>. Events include:

- **Performance and theater:** Local drag night, drag bingo and trivia
- **Celebration:** Live music, DJ's, and dancing
- **Outdoor activities:** Hiking, disc golf, climbing, pickleball, plant identification
- **Community building:** Gender Diversity Picnic, clothing swap, book club, hot springs soak

[Jackson Hole Pride stands on the shoulders of many allies who made this a safe path for our group to form](#). In 2018, Jackson Town Council made it clear to the LGBTQIA2S+ community that they were welcome here with the passage of the town's Non-Discrimination Ordinance. Since then, the Queer community has become more active and visible. But we have to also recognize that [2023 has been a challenging year for LGBTQIA2S+ folks in Wyoming](#), with attacks on the dignity and participation of trans and gender-diverse youth leveled from the state's legislature. Now, more than ever, it is important that the Queer community, and especially the youth of Jackson, see themselves represented in our town and supported by their local government and leaders. Providing funding for Jackson Hole Pride is a tangible way for the Town of Jackson to make our community safer, stronger, and more inclusive.

We are excited for the opportunity to partner with you in this endeavor! Thank you for your consideration, and please reach out with any questions.

Sincerely,

Karyn Chin, Cheyenne Syvertson, and Grant Gallaher
Jackson Hole Pride Steering Committee

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MAY 15, 2023

JACKSON, WYOMING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 3:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Morton Levinson, Arne Jorgensen, and Jim Rooks. *Virtual*: Jonathan Schechter.
Absent: Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Michelle Weber, Michael ‘Zolo’ Palazzolo, Sawn Stevens and Riley Taylor.

Police Department Automated License Plate Reader (LPR) and Drones Policy. Michelle Weber, Shawn Stevens, Michael ‘Zolo’ Palazzolo, and Lea Colasuonno made staff comment. There was no public comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to continue the item to the next appropriate meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

President and Acting President of Council. Roxanne Robinson and Lea Colasuonno made staff comment. There was no public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to proceed with Option 1 regarding changes to the Vice Mayor appointment and present the item at a future Council Meeting.

Option 1: If Council chooses to exempt the Town from Wyo. Stat. §15-3-203, staff recommends the follows steps:

- A. Staff drafts and presents a charter ordinance at a future Council meeting.
- B. Staff reviews the Council Rules and Procedures to ensure consistency with this exemption and presents any necessary changes at a future Council meeting.
- C. Staff reviews the Municipal Code to ensure consistency with this exemption and presents any necessary changes at a future Council meeting.

Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

FY24 Budget Discussion. Tyler Sinclair made staff comment. Council held discussion with staff. No motion was made.

Adjourn. A motion was made by Arne Jorgensen and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:04 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: May 24, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MAY 15, 2023

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Morton Levinson, Arne Jorgensen, and Jim Rooks. *Virtual*: Jonathan Schechter. *Absent*: Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tyler Valentine, Katelyn Page, Floren Poliseo, Johnny Ziem, Brian Lenz, and Riley Taylor.

Mayor Morton Levinson gave a moment of silence for Bob Shervin proclaimed National Police Week and National Public Works Week, and introduced Raquel Kopeck, Community Service Officer.

Public Comment. Michael Stern made public comment.

Consent Calendar. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve the consent calendar including items A-I as presented with the following motions:

- A. **Meeting Minutes.** To approve the meeting minutes from the May 1, 2023 Regular Town Council Meeting and May 8, 2023 Special Town Council Workshop.
- B. **Disbursements.** To approve disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE EQUIPMENT & SUPPLY \$505.60; ACE HARDWARE \$1,344.88; AFLAC \$2,399.87; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$91,550.89; ALPHAGRAPHICS \$529.66; AMAZON \$2,579.82; AMERICAN DIVERSITY BUSINESS SOLUTIONS \$1,360.06; ANDERS GLASS AND TINT \$1,080.00; ANTLER MOTEL, INC. \$172.00; ARISTORENAS, MARIA \$450.00; AT&T \$295.11; AXON ENTERPRISES, INC \$47,327.15; BADILLO, MARCELA \$450.00; BAKER, DAVID \$265.50; BERGMAN, PIERRE \$450.00; BIG R RANCH & HOME \$144.94; BISCO \$424.92; BISON LUMBER \$5.85; BLUE SPRUCE CLEANERS, INC \$238.52; BRIGGS, ERIC L \$403.15; BURKHOLDER, SHAWN \$1,850.00; CARQUEST AUTO PARTS INC. -\$1,990.71; CASELLE INC. \$3,734.00; CENTURYLINK \$337.99; CHARLIE'S PLUMBING OF JH \$225.00; CITY OF DRIGGS \$1,917.92; CIVICPLUS \$1,019.23; CONRAD & BISCHOFF INC. \$66,118.72; CONVERGEONE, INC \$1,960.00; CORE & MAIN LP \$3,799.95; DAWSON INFRASTRUCTURE SOLUTIONS \$653.39; DAY, JEAN \$450.00; DEAN'S PEST CONTROL LLC \$250.00; DELTA DENTAL PLAN OF WYOMING \$8,371.20; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$300.00; ENERGY LABORATORIES INC. \$2,309.00; ETNA TRADE PARK LLC \$4,062.00; EVANS, SARA \$300.00; FERGUSON ENTERPRISES, INC \$4.41; FIGJAM ENTERPRISES, LLC \$7,350.00; FIRE SERVICES OF IDAHO \$5,696.57; FRITTS, JASON \$450.00; GE SOFTWARE \$80.00; GILLIG LLC -\$1,139.27; GRAFIX SHOPPE INC. \$3,196.23; GRAND VIEW CONDO ASSOC \$40.88; GRANICUS, LLC \$887.50; HD FOWLER COMPANY \$139.25; HEALTHIEST YOU \$1,393.20; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$1,238.74; HUB INTERNATIONAL \$1,679.00; IDAHO STATE TAX COMMISSION \$4,491.00; INTERMOUNTAIN SALES OF DENVER, INC \$945.00; INTERSTATE BATTERY \$304.85; IVY OUTDOOR SERVICES LLC \$5,398.00; JACKSON DOWNTOWNER, LLC \$166,236.91; JACKSON GROUP LOCKBOX \$97.68; JACKSON HOLE NEWS & GUIDE \$3,051.60; JACKSON LUMBER INC \$671.21; JACKSON PAINT AND GLASS, INC. \$1,760.00; KENWORTH SALES COMPANY DEPT #1 \$346.84; KNECHT, CRAIG \$147.86; KRUEGER, ERICA JADE \$450.00; LEPCO \$1,894.80; LOCAL GOV'T LIABILITY POOL \$1,000.00; LOEBE, MARC \$155.00; LOWER VALLEY ENERGY INC \$40,079.81; MARKMAN, JASON \$1,900.00; MEAD & HUNT \$5,120.00; METROQUIP INC \$5,327.36; MEXIA, DOMINGO \$680.00; MSC INDUSTRIAL SUPPLY CO \$383.05; NAPA AUTO PARTS INC. \$1,817.48; NELSON ENGINEERING \$6,412.50; NOLAND, STACY \$450.00; ONE CALL OF WYOMING \$71.50; OPS STRATEGIES, LLC \$12,275.00; PELLETIER, CARL \$13.81; PREMIER TRUCK- SALT LAKE CITY \$9,991.17; PREMIER VEHICLE INSTALLATION, INC \$5,684.79; PROTERRA \$615.85; QUICK BROWN FOX LLC \$275.00; RADIODETECTION \$524.81; RED'S AUTO GLASS, INC. \$299.79; REES, DAVID \$155.00; RELENTLESS LLC - DESERT SNOW \$649.00; RT1 INC \$57.79; SAFETY-KLEEN SYSTEMS, INC. \$496.73; SANCHEZ-MACHUCA, ROSA \$450.00; SCHWARTZ, ANDY \$3,000.00; SHERVIN'S INDEPENDENT OIL \$119.00; SILVERSTAR \$3,565.14; SINGH, JOHN \$100.00; SNAKE RIVER ROASTING \$47.00; SNAKE RIVER SUPPLY, LLC \$542,500.00; SOSA'S JANITORIAL SERVICE \$4,320.00; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; ST JOHN'S HOSPITAL \$380.00; STANDARD INSURANCE COMPANY \$7,317.63; STEPHENS, SHAWN \$1,151.99; STEPHENS, TALON \$799.95; STINKY PRINTS, INC \$157.93; STONE, KIRK \$2,800.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SYMBOLARTS, LLC \$63.60; TETON COUNTY CLERK \$264,782.33; TETON COUNTY FAIR \$400.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$28,595.99; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$21,568.87; TETON COUNTY SHERIFF'S-JAIL \$936.00; TETON COUNTY SPECIAL FIRE FUND \$16,467.07; TETON COUNTY-FUND 10 \$65,003.64; TETON COUNTY-FUND 19 \$11,353.41; TETON MOTORS INC \$186.38; TETON RENTAL CENTER \$71.50; TETON TRASH REMOVAL, INC. \$103.00; THE CONNOR E FIELD TRUST \$2,575.00; THE RESULTS GROUP, LTD \$5,937.50; THOMSON WEST \$920.94; TITLE 22 CONSULTANTS \$939.03; T-MOBILE \$309.10; TREFREN, TRACEY \$426.25; US POSTAL SERVICE \$290.00; VALLEY OFFICE SYSTEMS \$732.72; VALLEY WEST

ENGINEERING, PC \$1,916.00; VICTOR VILLAGE, LLC \$1,500.00; VISION SERVICE PLAN - (WY) \$1,723.68; WAMCO LAB, INC. \$550.00; WEST FORK CONSTRUCTION \$35,328.00; WESTBANK SANITATION \$1,164.25; WESTERN STATE \$9,212.00; WHITE GLOVE CLEANING, INC. \$3,460.58; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; WIND RIVER COMMUNITY ALLIANCE \$1,500.00; WY WORKERS' SAFETY & COMP \$18,852.08; WYOMING FIRST AID & SAFETY \$82.83; WYOMING LAW ENFORCEMENT \$135.00; WYOMING RETIREMENT SYSTEM \$149,379.96; WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$330.00.

- C. **April Municipal Court Report.** To accept the April Municipal Court Report into record.
- D. **P23-046 Temporary Sign Permit for Art Fair.** To approve temporary banner application (P23-046) for The Art Association of Jackson Hole including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.
- E. **P23-067 Temporary Sign Permit for White Horse Social.** To approve temporary banner application (P23-067) for Horse Warriors White Horse Social including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.
- F. **P23-069 Temporary Sign Permit for Becoming Jackson Hole.** To approve temporary banner application (P23-069) for Becoming Jackson Whole TRYathalon including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.
- G. **JH Rodeo Malt Beverage Permits.** To approve the issuance of thirty-eight (38) malt beverage permits to the Jackson Hole Rodeo for the dates requested during the summer 2023 rodeo season, from 6:00 to 10:30pm, subject to the conditions and restrictions listed in the staff report.
- H. **Old West Days Malt Beverage Permits.** To approve the issuance of two (2) malt beverage permits to the Chamber of Commerce for Old West Days Chili Cook-Off on May 21, 2023 from 11:00am to 4:00pm, and Old West Days Brewfest on May 27, 2023, from 11:00am to 4:00pm, subject to the conditions and restrictions listed in the staff report.
- I. **Special Restriction for Affordable Housing at 175 S. Glenwood (Arts District).** To approve the Special Restrictions for Affordable Condominium Rental Housing for units 105, 106, and 107 located at 175 S. Glenwood, as each are presented in this staff report.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Bid 23-04: Flat Creek Drive Rebuild – Change Order #1. Brian Lenz made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to: 1. Direct staff to move forward with the change order, 2. Amend the FY23 budget as described herein with the next budget resolution, and 3. and authorize the Mayor to execute the change order, subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Childcare Professional Services and Facility Use Agreement with Sweet Spirits Preschool & Childcare, LLC. Susan Scarlata made staff comment. Jennifer Wolf made comment on behalf of Sweet Spirits. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the Professional Services Agreement and Lease Agreement with Sweet Spirits Child Care, LLC, both attached to this staff report to provide early childhood education services at 145 Pearl Avenue, the Si Ferrin House subject to any minor changes/edits by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

DEM23-0008: 90-Day Stay of Demolition Permit at 235 E. Kelly Ave. Kelly Sluder made staff comment. Allen Symonds and Michael Stern made public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to grant a 45 day stay on the issuance of Demolition Permit Application #DEM23-0008. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P23-026 Land Development Regulations Annual Review – Clean Up. Paul Anthony made staff comment. George Putnam and Jessica Jaubert made public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Mayor Morton Levinson to approve LDR Text Amendment P23-026 for the 2023 LDR Cleanup based upon factors 1-6 in Section 8.7.2.C of the Land Development Regulations as presented by staff in the staff report dated May 15, 2023, and as

modified by the Council at this meeting, and direct staff to bring back an ordinance for Council consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:36 p.m. and reconvened at 8:41 p.m.

P23-030 Well 9 Wellhouse at 3301 Rangeview Drive Update. Brian Lenz made staff comment. Council held discussion with staff. Dwight Rapport made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to postpone work on a wellhouse site in Rangeview Park and pursue an alternative site for a wellhouse and for a new supply well(s) and/or connecting to Well 9, including continuing coordination and options with the JHHR Development. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Appointment of Special Municipal Officers. Michelle Weber made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to appoint Raquel Kopeck as a Special Municipal Officer of the Town of Jackson. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolutions.

Resolution 23-06. Riley Taylor made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to adopt Resolution 23-06 Authorizing Jackson-Teton County Victim Services to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-06

Authorizing Jackson-Teton County Victim Services to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill’s Fun Run 2023.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 15th day of May 2023.

Resolution 23-07. Riley Taylor made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to adopt Resolution 23-07 Authorizing the Jackson-Teton County Animal Shelter to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-07

Authorizing the Jackson-Teton County Animal Shelter to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson – Teton County Animal Shelter to participate in

the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2023.

BE IT FURTHER RESOLVED that Tony Matthews, Lisa Ruschill, and Sylvia Polonsky are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 15th day of May 2023.

Matters from Mayor and Council.

Central Wyoming College Annexation Public Hearing. Riley Taylor and Floren Poliseo made public comment. Susan Durfee made public comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to continue setting the annexation public hearing date to Monday, June 5. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council also discussed Teton County Historic Preservation Board's request to nominate the Rodeo Grounds to the National Register of Historic Places.

Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on tree removal from the alley off Gill between North Glenwood and North Jackson streets, 2024 Highway Safety Behavior Program, delegation visit form Banff, Alberta Canada, agenda and packet distribution timeline, South Millward water project, Department of Transportation (DOT) charging and fueling infrastructure grant opportunity, Sustainable Strategies update, and Karns Meadow Process and Timeline update. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve the Town Manager's report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Arne Jorgensen and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:44 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: May 24, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MAY 22, 2023

JACKSON, WYOMING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Hailey Morton Levinson and Jim Rooks. *Via Zoom:* Arne Jorgensen and Jonathan Schechter. *Absent:* Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Kelly Thompson, Floren Poliseo, Lynsey Lenamond, and Riley Taylor.

FY24 Budget Discussion. Tyler Sinclair and Kelly Thompson made staff comment. Lynsey Lenamond discussed liquor license fees. Elena Schroth and Brandon Harrison made public comment about liquor license fees. Council held discussion with staff. No motion was made. Council continued discussing the FY24 Budget.

Council recessed at 3:26 p.m. and reconvened at 3:30 p.m.

Discussion of the FY24 Budget continued. Tyler Sinclair and Kelly Thompson made staff comment. No motion was made.

Adjourn. A motion was made by Jim Rooks and seconded by Arne Jorgensen to adjourn. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 3:57 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: May 31, 2023

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
425	ACE EQUIPMENT & SUPPLY	175259	Actuator KIT	02/22/2023	595.00	.00	
425	ACE EQUIPMENT & SUPPLY	175339	DRAIN HOSE	05/12/2023	87.67	.00	
Total 425:					682.67	.00	
51	ACE HARDWARE	821873	LEAF BAGS	04/21/2023	2,286.40	.00	
51	ACE HARDWARE	824052	GRINDER	05/09/2023	209.99	.00	
51	ACE HARDWARE	824111	CAULK	05/09/2023	14.48	.00	
51	ACE HARDWARE	824127	HANDLES	05/09/2023	22.48	.00	
51	ACE HARDWARE	824173	MINI KIT	05/10/2023	38.98	.00	
51	ACE HARDWARE	824360	VARNISH	05/11/2023	41.98	.00	
51	ACE HARDWARE	824408	DOOR JAMB	05/11/2023	17.99	.00	
51	ACE HARDWARE	824510	COUPLING	05/12/2023	7.49	.00	
51	ACE HARDWARE	824612	PARTS	05/12/2023	4.93	.00	
51	ACE HARDWARE	825066	SUPPLIES	05/16/2023	24.93	.00	
51	ACE HARDWARE	825145	CLOROX WIPES	05/16/2023	16.00	.00	
51	ACE HARDWARE	825153	TOILET BRUSH	05/16/2023	11.99	.00	
51	ACE HARDWARE	825197	MARKING PAINT	05/17/2023	59.95	.00	
51	ACE HARDWARE	825429	KEYS	05/18/2023	11.96	.00	
51	ACE HARDWARE	825433	SPRING LINK	05/18/2023	16.99	.00	
51	ACE HARDWARE	825493	LONG NOSE PLIERS	05/18/2023	91.97	.00	
51	ACE HARDWARE	825507	ELECTRICAL TAPE	05/18/2023	27.98	.00	
51	ACE HARDWARE	825559	TOILET PLUNGER	05/19/2023	12.99	.00	
51	ACE HARDWARE	825595	LED WORK LIGHT	05/19/2023	44.99	.00	
51	ACE HARDWARE	825601	TEFLON TAPE	05/19/2023	6.28	.00	
51	ACE HARDWARE	825678	DRILL BIT	05/19/2023	41.99	.00	
51	ACE HARDWARE	825875	DOOR STOP	05/22/2023	5.49	.00	
51	ACE HARDWARE	826171	TAPE	05/23/2023	14.99	.00	
Total 51:					3,033.22	.00	
88	AIRGAS INTERMOUNTAIN INC.	9996935804	SMALL ARGON	04/30/2023	45.63	.00	
Total 88:					45.63	.00	
6524	ALPHAGRAPHICS	092722	IN STORE CREDIT	09/27/2022	552.52-	.00	
6524	ALPHAGRAPHICS	JX-315611	POSTERS	05/10/2023	79.89	.00	
6524	ALPHAGRAPHICS	JX-316086	SIGNAGE	05/12/2023	468.25	.00	
Total 6524:					4.38-	.00	
5726	AMAZON	1GKR-NWV-F	TAPE	05/24/2023	51.99	.00	
5726	AMAZON	1KYQ-XYLD-6	CAR SEAT	05/12/2023	41.28	.00	
Total 5726:					93.27	.00	
4389	APPLE INC	AL24048326	IPADS	05/11/2023	4,284.00	.00	
4389	APPLE INC	AL24059256	APPLE PENCIL	05/11/2023	119.00	.00	
Total 4389:					4,403.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	05/08/2023	494.61	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	05/12/2023	43.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1783:					537.84	.00	
4920	BEST BEST & KRIEGER	964843	FRANCHISE RENEWAL	05/09/2023	1,927.50	.00	
Total 4920:					1,927.50	.00	
4774	BIG R RANCH & HOME	1607809	SWEATSHIRT	03/29/2023	62.99	.00	
4774	BIG R RANCH & HOME	1608052	GENERAL MERCHANDISE	03/31/2023	169.99	.00	
4774	BIG R RANCH & HOME	1614005	BOOTS	05/15/2023	167.95	.00	
Total 4774:					400.93	.00	
3500	BISON LUMBER	2305-808628	CEDAR	05/09/2023	214.63	.00	
Total 3500:					214.63	.00	
4485	BLISS CARGO	16100	DELIVERY CHARGES	05/06/2023	37.52	.00	
Total 4485:					37.52	.00	
6727	BRIGGS, ERIC L	20578	TOOLS	05/16/2023	396.93	.00	
6727	BRIGGS, ERIC L	21839	GLOVES	05/18/2023	159.85	.00	
Total 6727:					556.78	.00	
3303	BRISTOL, JAMES	6621	BUSINESS CARD	11/23/2022	40.00	.00	
3303	BRISTOL, JAMES	6652	BUSINESS CARD	05/15/2023	64.00	.00	
Total 3303:					104.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-602450	PARTS	02/16/2023	141.60	.00	
Total 5:					141.60	.00	
544	CENTURYLINK	307-111-5050-	307-111-5050 246m	05/07/2023	2,115.87	.00	
544	CENTURYLINK	307-733-3106-	307-733-3106 742B	05/13/2023	46.73	.00	
Total 544:					2,162.60	.00	
5375	CHITWOOD, JESSICA	052323	TRAVEL EXPENSES	05/23/2023	196.66	.00	
Total 5375:					196.66	.00	
5144	COCA-COLA BOTTLING COMPA	4330991	WATER	05/01/2023	22.50	.00	
5144	COCA-COLA BOTTLING COMPA	488290	RENTAL	04/30/2023	10.60	.00	
Total 5144:					33.10	.00	
514	CONRAD & BISCHOFF INC.	IN-463300-23	DEFEND AL GLOBAL AUTO	05/04/2023	632.06	.00	
Total 514:					632.06	.00	
4887	CONTROL SYSTEM TECHNOLO	10795	CONTROL SERVICE	04/18/2023	3,000.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10828	WATER SCADA	05/22/2023	600.00	.00	
Total 4887:					3,600.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7233	COOPER, SCOTT	051523	BAIL REFUND 22-12-0146	05/15/2023	740.00	.00	
Total 7233:					740.00	.00	
6829	DARKTRACE HOLDINGS LIMITE	172015	SUBSCRIPTION	04/17/2023	9,347.00	.00	
Total 6829:					9,347.00	.00	
6243	DAY WIRELESS SYSTEMS	INV775059	CONNECTOR	05/12/2023	40.80	.00	
Total 6243:					40.80	.00	
708	DELTA DENTAL PLAN OF WYOM	050123	APRIL CLAIMS	05/01/2023	9,582.40	9,582.40	05/22/2023
708	DELTA DENTAL PLAN OF WYOM	050123	JUNE PREMIUM	05/01/2023	634.40	634.40	05/22/2023
Total 708:					10,216.80	10,216.80	
77	DIAMOND VOGEL PAINTS, INC.	726305637	PAINT SUPPLIES	05/08/2023	4,720.83	.00	
77	DIAMOND VOGEL PAINTS, INC.	726305638	PAINT SUPPLIES	05/08/2023	8,331.45	.00	
77	DIAMOND VOGEL PAINTS, INC.	726305836	PAINT SUPPLIES	05/16/2023	3,159.34	.00	
77	DIAMOND VOGEL PAINTS, INC.	726305837	PAINT SUPPLIES	05/16/2023	1,069.60	.00	
Total 77:					17,281.22	.00	
6883	DIVISION OF CHILD SUPPORT	05182023	DCSE CASE #0005405448	05/18/2023	509.23	509.23	05/18/2023
Total 6883:					509.23	509.23	
6939	DYNAMIC CONTROLS, LLC	36713	SECURITY SERVICE AGREEME	04/17/2023	10,000.00	.00	
6939	DYNAMIC CONTROLS, LLC	36713	SECURITY SERVICE AGREEME	04/17/2023	49,398.00	.00	
Total 6939:					59,398.00	.00	
3408	E.R. OFFICE EXPRESS	21060	PAPER	05/23/2023	73.03	.00	
Total 3408:					73.03	.00	
6157	EFORCE	1232482	EVO UPGRADE	05/22/2023	10,750.00	.00	
Total 6157:					10,750.00	.00	
5223	ENERGY CONSERVATION WOR	TOJ 2022-2023	4TH QUARTER PAYMENT	04/06/2023	8,750.00	.00	
Total 5223:					8,750.00	.00	
1134	ENERGY LABORATORIES INC.	550660	INFLUENT AND EFFLUENT	05/11/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	552431	INFLUENT AND EFFLUENT	05/17/2023	200.00	.00	
1134	ENERGY LABORATORIES INC.	552493	INFLUENT AND EFFLUENT	05/18/2023	479.00	.00	
Total 1134:					1,158.00	.00	
5131	ENOW, INC.	00002087	LICENSE	05/12/2023	1,134.00	.00	
Total 5131:					1,134.00	.00	
6753	ESRI, INC	94482899	ARCGIS BASIC	05/08/2023	1,650.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6753:					1,650.00	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0523	ELECTRIC @ CHATHAM LOOP	05/19/2023	58.29	.00	
Total 7168:					58.29	.00	
3195	FERGUSON ENTERPRISES, IN	1520580	VB REP KIT	05/09/2023	8.82	.00	
3195	FERGUSON ENTERPRISES, IN	1522324	PUMP	05/09/2023	84.20	.00	
Total 3195:					93.02	.00	
5463	FIGJAM ENTERPRISES, LLC	1237	MILLWARD GARAGE WINDOW	05/11/2023	2,100.00	.00	
Total 5463:					2,100.00	.00	
4294	FIRE SERVICES OF IDAHO	12509060	ALARM MONITORING	04/26/2023	90.00	.00	
Total 4294:					90.00	.00	
3876	FITZGERALD, TODD	1716	TREE CARE	05/18/2023	2,089.00	.00	
Total 3876:					2,089.00	.00	
668	FREEDOM MAILING SERVICE I	45281	UTILITY BILLING	05/05/2023	891.47	.00	
668	FREEDOM MAILING SERVICE I	45281	UTILITY BILLING	05/05/2023	891.47	.00	
Total 668:					1,782.94	.00	
6146	FRONTIER FENCE INC	1414	FENCING @ PW	05/24/2023	34,529.60	.00	
Total 6146:					34,529.60	.00	
4212	GILLIG LLC	41039755	HORN	05/09/2023	91.04	.00	
4212	GILLIG LLC	41042274	SCREW	05/16/2023	27.92	.00	
4212	GILLIG LLC	41045151	VALVE	05/23/2023	569.78	.00	
4212	GILLIG LLC	72641	NEW TRANSIT BUS	04/18/2023	461,922.00	.00	
4212	GILLIG LLC	72642	NEW TRANSIT BUS	04/22/2023	461,922.00	.00	
4212	GILLIG LLC	72642	NEW TRANSIT BUS	04/22/2023	461,922.00	.00	
4212	GILLIG LLC	72643	NEW TRANSIT BUS	04/22/2023	461,922.00	.00	
4212	GILLIG LLC	72644	NEW TRANSIT BUS	04/18/2023	461,922.00	.00	
4212	GILLIG LLC	72645	NEW TRANSIT BUS	04/17/2023	478,039.00	.00	
4212	GILLIG LLC	72775	NEW TRANSIT BUS	04/19/2023	478,039.00	.00	
4212	GILLIG LLC	72776	NEW TRANSIT BUS	04/17/2023	478,039.00	.00	
4212	GILLIG LLC	72777	NEW TRANSIT BUS	04/17/2023	478,039.00	.00	
4212	GILLIG LLC	72778	NEW TRANSIT BUS	04/17/2023	478,039.00	.00	
4212	GILLIG LLC	72779	NEW TRANSIT BUS	04/18/2023	478,039.00	.00	
4212	GILLIG LLC	72780	NEW TRANSIT BUS	04/19/2023	478,039.00	.00	
Total 4212:					4,732,727.74	.00	
1609	GRAINGER	9704392522	PARTS	05/11/2023	43.16	.00	
Total 1609:					43.16	.00	
3879	GROSSENBACHER BROS, INC	48722	POLICE NOTBOOKS	05/10/2023	448.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3879:					448.00	.00	
6913	H & R ENTERPRISES, LLC	542	EMBROIDERY	05/11/2023	1,002.92	.00	
Total 6913:					1,002.92	.00	
4988	HD FOWLER COMPANY	I6379882	FIRE HYDRANT	05/03/2023	3,948.64	.00	
4988	HD FOWLER COMPANY	I6385407	GATE VALVE	05/08/2023	1,143.29	.00	
4988	HD FOWLER COMPANY	I6386891	VALVE BOX	05/09/2023	467.70	.00	
Total 4988:					5,559.63	.00	
6237	HEALTH TECHNOLOGY	INV40355	CLEANER	04/28/2023	1,145.31	.00	
Total 6237:					1,145.31	.00	
6893	HEALTHIEST YOU	202305623700	MAY PREMIUM	05/01/2023	1,382.40	1,382.40	05/22/2023
Total 6893:					1,382.40	1,382.40	
96	HIGH COUNTRY LINEN	0373861	MATS @ SHELTER	04/26/2023	81.15	.00	
96	HIGH COUNTRY LINEN	0374057	ADMIN	04/27/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0374057	BUILDING MAINT	04/27/2023	11.82	.00	
96	HIGH COUNTRY LINEN	0374057	WWTP	04/27/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0374057	STREET	04/27/2023	18.80	.00	
96	HIGH COUNTRY LINEN	0374057	WATER	04/27/2023	16.33	.00	
96	HIGH COUNTRY LINEN	0374057	FLEET	04/27/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0374057	SHOP SUPPLIES	04/27/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0374057	FACILITY	04/27/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0374057	ADMIN	04/27/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0374057	CREDOT	04/27/2023	.55-	.00	
96	HIGH COUNTRY LINEN	0374057	SEWER	04/27/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0375076	WATER	05/04/2023	16.33	.00	
96	HIGH COUNTRY LINEN	0375076	STREET	05/04/2023	17.42	.00	
96	HIGH COUNTRY LINEN	0375076	ADMIN	05/04/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0375076	shop SUPPLIES	05/04/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0375076	fACILITY	05/04/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0375076	FLEET	05/04/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0375076	BUILD MAINT	05/04/2023	162.19	.00	
96	HIGH COUNTRY LINEN	0375076	WWTP	05/04/2023	16.05	.00	
96	HIGH COUNTRY LINEN	0375076	ADMIN	05/04/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0375076	CREDIT	05/04/2023	2.20-	.00	
96	HIGH COUNTRY LINEN	0375076	SEWER	05/04/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0375409	MATS @ TOWN HALL	05/05/2023	257.93	.00	
96	HIGH COUNTRY LINEN	0375957	MATS @ SHELTER	05/10/2023	81.15	.00	
96	HIGH COUNTRY LINEN	0376743	MATS @ SI FERRIN	05/15/2023	17.33	.00	
96	HIGH COUNTRY LINEN	0376749	MATS @ HOME RANCH	05/15/2023	23.96	.00	
96	HIGH COUNTRY LINEN	0377102	MATS @ WWTP	05/17/2023	64.65	.00	
96	HIGH COUNTRY LINEN	0377711	MATS @ TOWN HALL	05/19/2023	264.04	.00	
96	HIGH COUNTRY LINEN	S0373992	NAPKINS AND TABLE CLOTHES	05/10/2023	216.17	.00	
96	HIGH COUNTRY LINEN	S0376089	Towels AND CLEANER	05/10/2023	118.82	.00	
96	HIGH COUNTRY LINEN	S0377293	TOWELS	05/18/2023	148.56	.00	
96	HIGH COUNTRY LINEN	S0377307	TOWELS	05/17/2023	148.56	.00	
Total 96:					1,834.96	.00	
503	HUNT CONSTRUCTION INC	10589	ASPHALT PATCH	05/22/2023	5,050.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 503:					5,050.00	.00	
106	INTERSTATE BATTERY	22257123	BATTERIES	05/09/2023	145.95	.00	
106	INTERSTATE BATTERY	22257198	BATTERIES	05/16/2023	583.80	.00	
Total 106:					729.75	.00	
2	JACKSON CURBSIDE INC.	00030877	RECYCLING @ HOME RANCH	05/10/2023	750.00	.00	
2	JACKSON CURBSIDE INC.	00030900	RECYCLING @ SI-FERRIN	05/10/2023	225.00	.00	
2	JACKSON CURBSIDE INC.	00030909	DOWNTOWN RECYCLING	05/10/2023	1,090.00	.00	
Total 2:					2,065.00	.00	
7163	JACKSON GROUP LOCKBOX	640805IF	FILTER	05/18/2023	12.76	.00	
Total 7163:					12.76	.00	
131	JACKSON HOLE NEWS & GUID	352292	AD#416490	04/30/2023	500.00	.00	
131	JACKSON HOLE NEWS & GUID	352570	AD#417334	05/10/2023	171.00	.00	
131	JACKSON HOLE NEWS & GUID	352571	AD#417333	05/10/2023	625.50	.00	
131	JACKSON HOLE NEWS & GUID	352954	AD#417562	05/17/2023	36.00	.00	
131	JACKSON HOLE NEWS & GUID	352979	AD#417524	05/17/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	352980	AD#417521	05/17/2023	638.40	.00	
131	JACKSON HOLE NEWS & GUID	352981	AD#417520	05/17/2023	638.40	.00	
131	JACKSON HOLE NEWS & GUID	352982	AD#417519	05/17/2023	851.20	.00	
131	JACKSON HOLE NEWS & GUID	352983	AD#417518	05/17/2023	433.20	.00	
Total 131:					4,326.90	.00	
6545	JACKSON HOLE PUBLIC ART	041823	CONTRACT PAYMENT	04/18/2023	10,000.00	.00	
Total 6545:					10,000.00	.00	
114	JACKSON LUMBER INC	0000878910-0	ANCHOR BOLTS	05/16/2023	24.09	.00	
114	JACKSON LUMBER INC	0000879205-0	ANCHOR BOLTS	05/17/2023	34.40	.00	
114	JACKSON LUMBER INC	0000879343-0	DRILLBIT	05/17/2023	19.25	.00	
Total 114:					77.74	.00	
239	JH20 WATER CONDITIONING &	I230406256	water @ WWTP	04/06/2023	78.00	.00	
Total 239:					78.00	.00	
139	JORGENSEN ASSOCIATES, PC	51075	19137 FLAT CREEK SEWER	04/21/2023	8,325.00	.00	
139	JORGENSEN ASSOCIATES, PC	51240	19137 FLAT CREEK SEWER	05/20/2023	10,079.95	.00	
139	JORGENSEN ASSOCIATES, PC	51240	19137 FLAT CREEK SEWER	05/20/2023	5,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	51241	19145 NORTH KING STREETSC	05/20/2023	1,828.75	.00	
Total 139:					25,233.70	.00	
6918	JP CONCRETE FINISHING, LLC	1 0512	CONCRETE BROADWAY	05/12/2023	2,000.00	.00	
6918	JP CONCRETE FINISHING, LLC	1 0512	CONCRETE BROADWAY	05/12/2023	4,544.50	.00	
Total 6918:					6,544.50	.00	
4102	LACAL EQUIPMENT, INC	0386818-IN	CYLINDER	05/22/2023	1,340.78	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4102:					1,340.78	.00	
7236	LEGEND HYDROVACING, INC	3895	HYDROVAC TRUCK PUMP STAT	05/11/2023	6,780.00	.00	
Total 7236:					6,780.00	.00	
7237	LOGIC 1 ENGINEERING	3862	LEAK DETECTOR LD-12	05/10/2023	491.50	.00	
Total 7237:					491.50	.00	
7235	MAIO-CARDENAS, JULIANA	03-23	TRANSLATION SERVICES	05/22/2023	150.00	.00	
Total 7235:					150.00	.00	
7239	MERIDIAN RAPID DEFENSE GR	S-20230509W	8 BARRIER TRAILER KIT	05/09/2023	228,965.00	.00	
Total 7239:					228,965.00	.00	
5717	MORILLON-ARELLANO, SHELLI	05172	TUITION REIMBURSE	05/17/2023	1,368.94	.00	
Total 5717:					1,368.94	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6148550001	PARTS	04/28/2023	263.65	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6148550002	CRIMP	05/01/2023	11.94	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6177987001	SUPPLIES	05/12/2023	256.44	.00	
Total 4623:					532.03	.00	
257	NAPA AUTO PARTS INC.	120394	MARKER PAINT	02/02/2023	3.49	.00	
257	NAPA AUTO PARTS INC.	134395	WASHER FLUID	04/21/2023	18.07	.00	
257	NAPA AUTO PARTS INC.	135274	WHEEL SEAL	04/26/2023	86.07	.00	
257	NAPA AUTO PARTS INC.	136339	AIR FILTER	05/01/2023	38.69	.00	
257	NAPA AUTO PARTS INC.	136351	Filters	05/01/2023	124.38	.00	
257	NAPA AUTO PARTS INC.	136727	FILTERS	05/03/2023	71.85	.00	
257	NAPA AUTO PARTS INC.	137096	PINION	05/04/2023	24.34	.00	
257	NAPA AUTO PARTS INC.	137590	GEAR OIL	05/08/2023	96.93	.00	
257	NAPA AUTO PARTS INC.	137607	VALVE SENSOR	05/08/2023	56.69	.00	
257	NAPA AUTO PARTS INC.	137659	VALVE SENSOR	05/08/2023	77.21	.00	
257	NAPA AUTO PARTS INC.	137929	VBELT	05/09/2023	42.06	.00	
257	NAPA AUTO PARTS INC.	137951	CAP SCREW	05/09/2023	13.42	.00	
257	NAPA AUTO PARTS INC.	138124	DISPENSOR	05/10/2023	89.49	.00	
257	NAPA AUTO PARTS INC.	138128	OIL FILTER	05/10/2023	8.88	.00	
257	NAPA AUTO PARTS INC.	138156	RELAY	05/10/2023	41.38	.00	
257	NAPA AUTO PARTS INC.	138159	FILTERS	05/10/2023	28.91	.00	
257	NAPA AUTO PARTS INC.	138216	OIL FILTER	05/10/2023	24.86	.00	
257	NAPA AUTO PARTS INC.	138446	EXACTFIT REAR	05/11/2023	117.06	.00	
257	NAPA AUTO PARTS INC.	138455	OUT LET	05/11/2023	23.58	.00	
257	NAPA AUTO PARTS INC.	138467	LEGEND PREMIUM	05/11/2023	464.46	.00	
257	NAPA AUTO PARTS INC.	138750	CREDIT	05/12/2023	36.00-	.00	
257	NAPA AUTO PARTS INC.	138955	PURPLE POWER	05/13/2023	8.99	.00	
257	NAPA AUTO PARTS INC.	139234	V-BELT	05/15/2023	22.08	.00	
257	NAPA AUTO PARTS INC.	139483	DRAIN PLUG	05/16/2023	2.14	.00	
257	NAPA AUTO PARTS INC.	140225	FRONT	05/19/2023	164.99	.00	
257	NAPA AUTO PARTS INC.	140296	DISC BRAKE	05/19/2023	17.98	.00	
257	NAPA AUTO PARTS INC.	140469	PROTECTANT	05/20/2023	24.57	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					1,656.57	.00	
6483	PREMIER TRUCK- SALT LAKE C	775495800	filter	05/18/2023	14.11	.00	
Total 6483:					14.11	.00	
187	NELSON ENGINEERING	61018	SCOTT LANE PLANNING	02/28/2023	105.00	.00	
187	NELSON ENGINEERING	61028	BRUUN PLANNING	02/28/2023	954.00	.00	
187	NELSON ENGINEERING	61122	SCOTT LANE PLANNING	03/31/2022	650.00	.00	
187	NELSON ENGINEERING	61126	BRUUN PLANNING	03/31/2023	1,646.00	.00	
187	NELSON ENGINEERING	61421	22-255 TOJ WELL HOUSE	04/30/2023	16,791.75	.00	
Total 187:					20,146.75	.00	
7213	NORTHERN UTAH TOOL SALES	0424236785	TOOLS	04/24/2023	50.00	.00	
Total 7213:					50.00	.00	
513	ON SIGHT LAND SURVEYORS I	051823	P23-019 SURVEY REVIEW	05/18/2023	300.00	.00	
Total 513:					300.00	.00	
5026	PELLETIER, CARL	050323	REIMBURSE LUNCH	05/03/2023	185.46	.00	
5026	PELLETIER, CARL	051823	EDUCATION REIMBURSE	05/18/2023	923.10	.00	
Total 5026:					1,108.56	.00	
4894	PLATT	3X44780	LFU	05/05/2023	341.20	.00	
Total 4894:					341.20	.00	
6483	PREMIER TRUCK- SALT LAKE C	775489234	INJECTOR AND CORE DEPOSIT	04/20/2023	6,383.34	6,383.34	05/11/2023
6483	PREMIER TRUCK- SALT LAKE C	775492272	CORE DEPOSIT	04/25/2023	276.92	276.92	05/11/2023
6483	PREMIER TRUCK- SALT LAKE C	775492410	VALVE SEAL AND GASKET	04/25/2023	354.55	354.55	05/11/2023
6483	PREMIER TRUCK- SALT LAKE C	775494408	FUEL PUMP	05/02/2023	4,308.12	.00	
6483	PREMIER TRUCK- SALT LAKE C	775495800	VALVE	05/18/2023	612.03	.00	
6483	PREMIER TRUCK- SALT LAKE C	775496847	INJECTION KIT	05/09/2023	1,567.43	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775368888	CORE CREDIT	05/15/2023	83.13-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775486929	CORE DEPOSIT	04/27/2023	581.88-	581.88-	05/11/2023
6483	PREMIER TRUCK- SALT LAKE C	CM775489234	CORE RETURN	04/27/2023	748.14-	748.14-	05/11/2023
6483	PREMIER TRUCK- SALT LAKE C	CM775495056	CORE CREDIT	05/15/2023	2,244.36-	.00	
Total 6483:					9,844.88	5,684.79	
7238	PROTECT OUR WATER JACKS	SRCM2305	WATER QUALITY MONITORING	05/22/2023	10,000.00	.00	
Total 7238:					10,000.00	.00	
6594	PROTERRA	1060076	AIR LINE BRAKE	05/17/2023	787.60	.00	
Total 6594:					787.60	.00	
6837	PRO-WEST & ASSOC., INC	007453	BLOCK SUPPORT PACKAGE	05/15/2023	5,450.00	.00	
6837	PRO-WEST & ASSOC., INC	007453	BLOCK SUPPORT PACKAGE	05/15/2023	5,450.00	.00	
Total 6837:					10,900.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5631	PSA WORLDWIDE COPORTATI	149039	COASTERS	05/23/2023	1,453.28	.00	
Total 5631:					1,453.28	.00	
532	QUICK BROWN FOX LLC	3989	TICKET BOOKS	03/13/2023	220.00	.00	
Total 532:					220.00	.00	
7066	R & A SAFETY LLC	41834	PRE-EMPLOY	04/04/2023	90.50	.00	
7066	R & A SAFETY LLC	41841	DOT PRE-EMPLOY	04/04/2023	90.50	.00	
7066	R & A SAFETY LLC	41858	DOT PRE-EMPLOY	04/06/2023	90.50	.00	
7066	R & A SAFETY LLC	41882	DOT PRE-EMPLOY	04/10/2023	90.50	.00	
7066	R & A SAFETY LLC	41884	DOT PRE-EMPLOY	04/07/2023	90.50	.00	
7066	R & A SAFETY LLC	41915	PRE-EMPLOY	04/13/2023	90.50	.00	
7066	R & A SAFETY LLC	41955	DOT PRE-EMPLOY	04/14/2023	90.50	.00	
7066	R & A SAFETY LLC	41965	DOT	04/19/2023	90.50	.00	
7066	R & A SAFETY LLC	41971	DOT RANDOM	04/19/2023	90.50	.00	
7066	R & A SAFETY LLC	41976	DOT RANDOM	04/20/2023	115.50	.00	
7066	R & A SAFETY LLC	42045	DOT PRE-EMPLOY	04/27/2023	90.50	.00	
Total 7066:					1,020.50	.00	
6069	RAFTELIS	28232	WATER RATE REVIEW	05/12/2023	2,005.00	.00	
6069	RAFTELIS	28232	WATER RATE REVIEW	05/12/2023	2,005.00	.00	
Total 6069:					4,010.00	.00	
7234	RAMSEY, BETH	051123	TRAVEL EXPENSES	05/11/2023	265.50	.00	
Total 7234:					265.50	.00	
4869	RIDGELINE EXCAVATION INC	052523	PAY APP #1 W. GILL SEWER	05/25/2023	291,509.40	.00	
4869	RIDGELINE EXCAVATION INC	1598	SNOW REMOVAL	04/20/2023	2,918.97	.00	
4869	RIDGELINE EXCAVATION INC	1610	D6 RENTAL	05/16/2023	9,000.00	.00	
Total 4869:					303,428.37	.00	
1430	ROBINSON, ROXANNE DEVRIE	052623	TRAVEL REIMBURSE	05/26/2023	429.90	.00	
Total 1430:					429.90	.00	
188	SCOTT, LEE ANNA	051823	ASSISTANCE REPAIR DOOR	05/18/2023	50.00	.00	
Total 188:					50.00	.00	
4359	SHERWIN-WILLIAMS CO.	4041-8	PAINT	05/15/2023	61.50	.00	
4359	SHERWIN-WILLIAMS CO.	4069-9	PAINT	05/16/2023	112.45	.00	
Total 4359:					173.95	.00	
4699	SNAKE RIVER ROASTING	800309	COFFEE	05/17/2023	217.80	.00	
Total 4699:					217.80	.00	
7050	SOSA'S JANITORIAL SERVICE	052423	TOWN HALL CLEANING	05/24/2023	5,760.00	.00	
Total 7050:					5,760.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4752	SPECIALTY CONSTRUCTION S	0229241-IN	POTHOLE PATCH	04/04/2023	1,204.00	.00	
Total 4752:					1,204.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334607992	ANIMAL MEDS	04/13/2023	164.46	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334607993	ANIMAL CARE	04/13/2023	379.60	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334608429	ANIMAL MEDS	04/24/2023	36.52	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334608572	CREDIT	04/26/2023	204.42-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334608573	CREDIT	04/26/2023	32.89-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334608650	DOG FOOD	04/27/2023	83.19	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334608839	ANIMAL MEDS	05/02/2023	20.08	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334609301	CAT FOOD	05/11/2023	31.99	.00	
Total 1505:					478.53	.00	
241	ST JOHN'S HOSPITAL	50000761	CHEM AND LAB	05/04/2023	260.00	.00	
Total 241:					260.00	.00	
6871	STANDARD INSURANCE COMP	050123	MAY PREMIUM STANDARD	05/01/2023	4,653.64	4,653.64	05/22/2023
6871	STANDARD INSURANCE COMP	050123	MAY PREMIUM VOL LIFE	05/01/2023	963.85	963.85	05/22/2023
6871	STANDARD INSURANCE COMP	050123	MAY PREMIUM VOL POLICIES	05/01/2023	2,470.08	2,470.08	05/22/2023
Total 6871:					8,087.57	8,087.57	
7013	STEVE POLICAR LLC	START 23-001	PRE-AWARD AUDIT	05/12/2023	11,600.00	.00	
Total 7013:					11,600.00	.00	
245	SUBURBAN PROPANE	106363	PROPANE	04/11/2023	33.53	.00	
Total 245:					33.53	.00	
1054	SUNRISE ENVIRONMENTAL	137702	ASSAULT	04/10/2023	312.00	.00	
1054	SUNRISE ENVIRONMENTAL	138454	AEROSOL	05/12/2023	240.63	.00	
Total 1054:					552.63	.00	
581	TETON COUNTY INTEGRATED	607797	DUMP FEES	04/11/2023	13.00	.00	
581	TETON COUNTY INTEGRATED	613535	DUMP FEES	05/12/2023	48.00	.00	
581	TETON COUNTY INTEGRATED	8553	BULB DISPOSAL	05/18/2023	86.70	.00	
Total 581:					147.70	.00	
2362	TETON COUNTY PUBLIC HEALT	23-2652	VACCINATIONS	05/18/2023	163.00	.00	
Total 2362:					163.00	.00	
6902	TETON COUNTY PUBLIC WORK	2023-6	BUILD GRANT	02/17/2023	40,809.67	.00	
6902	TETON COUNTY PUBLIC WORK	2023-8	BUILD GRANT	04/20/2023	40,693.00	.00	
Total 6902:					81,502.67	.00	
55	TETON COUNTY SHERIFF'S-JAI	646	APRIL INMATES	05/02/2023	360.00	.00	
Total 55:					360.00	.00	
3922	TETON COUNTY SYSTEMS OF	05.19.23	MEMBERSHIP DUES VICTIM SE	05/19/2023	100.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3922:					100.00	.00	
268	TETON MOTORS INC	5105651	HOIST	03/20/2023	113.82	.00	
268	TETON MOTORS INC	5106187	STARTER	05/10/2023	239.65	.00	
268	TETON MOTORS INC	5106219	ELEMENT	05/16/2023	49.14	.00	
Total 268:					402.61	.00	
6810	THE TIRE RACK, INC.	KT31435	TIRES	05/15/2023	663.20	.00	
Total 6810:					663.20	.00	
3727	TREFREN, TRACEY	051623	TRAVEL EXPENSES	05/16/2023	10.72	.00	
3727	TREFREN, TRACEY	051623	TRAVEL EXPENSES	05/16/2023	444.58	.00	
Total 3727:					455.30	.00	
1949	VERIZON WIRELESS	9933889441	MONTHLY SERVICES	05/01/2023	6,692.15	.00	
Total 1949:					6,692.15	.00	
3420	VISA	Admin 2963 04	INDEED-START	04/23/2023	294.96	.00	
3420	VISA	Admin 2963 04	HAMPTON INN-PERSONNEL/TO	04/23/2023	196.00	.00	
3420	VISA	Admin 2963 04	MOUNTAIN STATES-PERSONNE	04/23/2023	265.00	.00	
3420	VISA	Admin 2963 04	PEARL STREET BAGELS-PERS	04/23/2023	80.00	.00	
3420	VISA	Admin 2963 04	PEARL STREET BAGELS-PERS	04/23/2023	80.00	.00	
3420	VISA	Admin 2963 04	INDEED-PERSONNEL/TOWN CL	04/23/2023	207.72	.00	
3420	VISA	Admin 2963 04	JJ.COM-PERSONNEL/TOWN CL	04/23/2023	132.78	.00	
3420	VISA	Admin 2963 04	COOLWORKS-PERSONNEL/TO	04/23/2023	159.00	.00	
3420	VISA	Admin 2963 04	AMAZON-PERSONNEL/TOWN C	04/23/2023	11.07	.00	
3420	VISA	Admin 2963 04	WAM-ADMINISTRATION	04/23/2023	520.00	.00	
3420	VISA	Admin 2963 04	LODGE @ JH-PERSONNEL/TO	04/23/2023	78.08	.00	
3420	VISA	Admin 2963 04	JOHNSON AND ROBERTS-PER	04/23/2023	17.50	.00	
3420	VISA	Admin 2963 04	BANK SUPPLIES-PLANNING	04/23/2023	142.50	.00	
3420	VISA	Admin 2963 04	WAM-MAYOR & TOWN COUNCI	04/23/2023	520.00	.00	
3420	VISA	Admin 2963 04	COOLWORKS-START	04/23/2023	159.00	.00	
3420	VISA	Admin 2963 04	ALBERTSONS-TOWN-WIDE SE	04/23/2023	27.60	.00	
3420	VISA	Admin 2963 04	WAM-PERSONNEL/TOWN CLER	04/23/2023	260.00	.00	
3420	VISA	Admin 2963 04	INDEED-PERSONNEL/TOWN CL	04/23/2023	137.50	.00	
3420	VISA	Admin 2963 04	INDEED-START	04/23/2023	296.29	.00	
3420	VISA	Admin 6864 04	AMERICAN PLANNING-COMMU	04/23/2023	793.00	.00	
3420	VISA	Admin 9118 04/	HILTON-TOWN ATTORNEY	04/23/2023	192.60	.00	
3420	VISA	Admin 9118 04/	SINCLAIR-TOWN ATTORNEY	04/23/2023	31.98	.00	
3420	VISA	Animal 2344 04	CHEWY-ANIMAL SHELTER/CON	04/23/2023	75.64	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	117.86	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	357.07	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	56.94	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	87.24	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	24.99	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	46.63	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	22.99	.00	
3420	VISA	Animal 2344 04	AMAZON-ANIMAL SHELTER/CO	04/23/2023	14.99	.00	
3420	VISA	CD 1016 04/23	ANCHOR WRITING-COMMUNIT	04/23/2023	75.00	.00	
3420	VISA	CD 1016 04/23	ANCHOR WRITING-COMMUNIT	04/23/2023	75.00	.00	
3420	VISA	CD 1016 04/23	ALBERTSONS-COMMUNITY DE	04/23/2023	72.92	.00	
3420	VISA	Finance 2179 0	ECORNELL-TOWN ATTORNEY	04/23/2023	3,499.30	.00	
3420	VISA	IT 6908 04/23/2	THAI PLATE-INFORMATION TEC	04/23/2023	166.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		IT 6908 04/23/2	PORTLAND LABS-INFORMATIO	04/23/2023	90.00	.00	
3420 VISA		IT 6908 04/23/2	GO DADDY-INFORMATION TEC	04/23/2023	499.98	.00	
3420 VISA		IT 6908 04/23/2	SPECTRUM-INFORMATION TEC	04/23/2023	99.99	.00	
3420 VISA		IT 6908 04/23/2	HERTZ-INFORMATION TECHNO	04/23/2023	814.52	.00	
3420 VISA		IT 6908 04/23/2	DISH-TOWN-WIDE SERVICES	04/23/2023	139.73	.00	
3420 VISA		IT 6908 04/23/2	AMAZON-INFORMATION TECHN	04/23/2023	460.94	.00	
3420 VISA		IT 6908 04/23/2	AMAZON-INFORMATION TECHN	04/23/2023	522.80	.00	
3420 VISA		IT 6908 04/23/2	IPHONE PAYMENT-INFORMATIO	04/23/2023	69.50	.00	
3420 VISA		IT 6908 04/23/2	AMAZON-INFORMATION TECHN	04/23/2023	78.99	.00	
3420 VISA		IT 6908 04/23/2	IPHONE PAYMENT-INFORMATIO	04/23/2023	69.50	.00	
3420 VISA		IT 6908 04/23/2	CHEVRON-INFORMATION TECH	04/23/2023	43.88	.00	
3420 VISA		IT 6908 04/23/2	AMAZON-INFORMATION TECHN	04/23/2023	328.89	.00	
3420 VISA		IT 6908 04/23/2	GARMIN-INFORMATION TECHN	04/23/2023	2.00	.00	
3420 VISA		IT 6908 04/23/2	HERTZ-INFORMATION TECHNO	04/23/2023	136.76	.00	
3420 VISA		P&B 6098 04/2	CASPER STAR TRIBUNE-COMM	04/23/2023	19.99	.00	
3420 VISA		P&B 6098 04/2	MAILCHIMP-COMMUNITY DEVE	04/23/2023	69.00	.00	
3420 VISA		P&B 6106 04/2	USPS-PLANNING	04/23/2023	16.26	.00	
3420 VISA		PD 0355 04/23/	ALTERATIONS BY CARMEN-PO	04/23/2023	486.54	.00	
3420 VISA		PD 1115 04/23/	SOUTHERN POLICE EQUIPMEN	04/23/2023	562.67	.00	
3420 VISA		PD 1115 04/23/	5.11 INC-POLICE - INVESTIGATI	04/23/2023	84.15	.00	
3420 VISA		PD 1123 04/23/	PILOT-POLICE - PATROL	04/23/2023	35.70	.00	
3420 VISA		PD 1123 04/23/	DOUGLAS TIRE-POLICE - PATR	04/23/2023	25.00	.00	
3420 VISA		PD 1123 04/23/	SHELL-POLICE - PATROL	04/23/2023	49.17	.00	
3420 VISA		PD 1123 04/23/	TEXAS ROADHOUSE-POLICE -	04/23/2023	79.59	.00	
3420 VISA		PD 1123 04/23/	OLIVE GARDEN-POLICE - PATR	04/23/2023	54.00	.00	
3420 VISA		PD 1123 04/23/	LA COSTA-POLICE - PATROL	04/23/2023	40.60	.00	
3420 VISA		PD 1255 04/23/	PILOT-PERSONNEL/TOWN CLE	04/23/2023	45.90	.00	
3420 VISA		PD 1255 04/23/	PHILLIPS-PERSONNEL/TOWN C	04/23/2023	15.00	.00	
3420 VISA		PD 1255 04/23/	TST-POLICE - INVESTIGATIONS	04/23/2023	34.53	.00	
3420 VISA		PD 1255 04/23/	TETON TOYOTA-FLEET SHOP	04/23/2023	293.01	.00	
3420 VISA		PD 1255 04/23/	FEDEX-POLICE - INVESTIGATIO	04/23/2023	146.00	.00	
3420 VISA		PD 1255 04/23/	GANDOLFOS-POLICE - INVESTI	04/23/2023	84.19	.00	
3420 VISA		PD 1255 04/23/	STAPLES-POLICE - INVESTIGAT	04/23/2023	32.40	.00	
3420 VISA		PD 1255 04/23/	MAVERIK-PERSONNEL/TOWN C	04/23/2023	8.93	.00	
3420 VISA		PW 4142 04/23	KANOPI-EMPLOYEE HOUSING	04/23/2023	97.42	.00	
3420 VISA		PW 4142 04/23	STAPLES-PUBLIC WORKS	04/23/2023	129.31	.00	
3420 VISA		PW 4142 04/23	APWA-PUBLIC WORKS	04/23/2023	300.00	.00	
3420 VISA		PW 4142 04/23	BUNNERY-STREET	04/23/2023	204.11	.00	
3420 VISA		PW 4142 04/23	SUPPLYHOUSE-TOWN HALL BU	04/23/2023	47.59	.00	
3420 VISA		PW 4704 04/23	AMAZON-PUBLIC WORKS	04/23/2023	19.94	.00	
3420 VISA		PW 4704 04/23	AMAZON-PUBLIC WORKS	04/23/2023	35.82	.00	
3420 VISA		PW 4704 04/23	HILTON-STREET	04/23/2023	963.00	.00	
3420 VISA		PW 4704 04/23	HILTON-STREET	04/23/2023	1,039.81	.00	
3420 VISA		PW 4704 04/23	KANAOP-EMPLOYEE HOUSING	04/23/2023	289.67	.00	
3420 VISA		PW 4704 04/23	AMAZON-FLEET SHOP	04/23/2023	99.90	.00	
3420 VISA		PW 4704 04/23	HILTON-STREET	04/23/2023	963.00	.00	
3420 VISA		PW 4704 04/23	TETON TOYOTA-FLEET SHOP	04/23/2023	1,000.00	.00	
3420 VISA		PW 4704 04/23	SAFE TRAINING ONLINE-STRE	04/23/2023	51.99	.00	
3420 VISA		PW 4704 04/23	HILTON-STREET	04/23/2023	1,039.81	.00	
3420 VISA		START 1214 0	ALBERTSON-START	04/23/2023	24.89	.00	
3420 VISA		START 1214 0	NAPA-START	04/23/2023	17.06	.00	
3420 VISA		START 1214 0	ALBERTSON-START	04/23/2023	48.13	.00	
3420 VISA		START 1214 0	COMMUNITY TRANSPORTATIO	04/23/2023	50.00	.00	
3420 VISA		START 1214 0	STAPLES-START	04/23/2023	39.70	.00	
3420 VISA		START 1214 0	STAPLES-START	04/23/2023	39.70-	.00	
3420 VISA		START 1214 0	STAPLES-START	04/23/2023	54.05	.00	
3420 VISA		START 1214 0	STAPLES-START	04/23/2023	172.37	.00	
3420 VISA		START 1214 0	TARGET-START	04/23/2023	24.69	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	START 1214 0	STAPLES-START	04/23/2023	136.24	.00	
3420	VISA	START 1214 0	STAPLES-START	04/23/2023	382.68	.00	
3420	VISA	START 1214 0	STAPLES-START	04/23/2023	29.67	.00	
3420	VISA	START 1214 0	SIDEWINDERS-START	04/23/2023	73.42	.00	
3420	VISA	START 4100 0	TARGET-START	04/23/2023	70.89	.00	
3420	VISA	START 4100 0	ALBERTSON-START	04/23/2023	94.21	.00	
3420	VISA	START 4100 0	TARGET-START	04/23/2023	461.24	.00	
3420	VISA	START 4100 0	CREDIT-START	04/23/2023	56.23-	.00	
3420	VISA	START 4100 0	CREDIT-START	04/23/2023	82.68-	.00	
3420	VISA	START 4100 0	JJ KELLER-START	04/23/2023	126.85	.00	
3420	VISA	Victim 9126 04/	CMT CHICAGO-VICTIM SERVIC	04/23/2023	66.90	.00	
3420	VISA	Victim 9126 04/	ANTLER INN-VICTIM SERVICES	04/23/2023	86.00	.00	
3420	VISA	Victim 9126 04/	COCA-COLA-VICTIM SERVICES	04/23/2023	28.70	.00	
3420	VISA	Victim 9126 04/	ALBERTSON-VICTIM SERVICES	04/23/2023	56.52	.00	
3420	VISA	Victim 9126 04/	HILTON-VICTIM SERVICES	04/23/2023	760.74	.00	
3420	VISA	Victim 9126 04/	ZOOM-VICTIM SERVICES	04/23/2023	317.79	.00	
Total 3420:					24,061.39	.00	
5022	VISION SERVICE PLAN - (WY)	817685621	MAY PREMIUM	04/17/2023	1,695.00	1,695.00	05/22/2023
Total 5022:					1,695.00	1,695.00	
7156	VISTA 360	02-2023	TOJ PUMP HOUSE	05/22/2023	18,143.00	.00	
Total 7156:					18,143.00	.00	
6226	WEST COAST CODE CONSULT	UT-23-579-004	PLAN REVIEW FEES	05/02/2023	1,690.00	.00	
Total 6226:					1,690.00	.00	
6788	WESTERN CHARTERS AND TO	10666	APRIL BUS SERVICE	04/30/2023	33,300.00	.00	
6788	WESTERN CHARTERS AND TO	10667	MONTHLY SERVICE	04/30/2023	7,915.00	.00	
Total 6788:					41,215.00	.00	
2802	WESTWOOD CURTIS	051623	RANCHER COMPLETE WTREET	05/16/2023	69,916.10	.00	
2802	WESTWOOD CURTIS	052423	PAY APP #1 FLAT CREEK DRIVE	05/24/2023	92,618.73	.00	
2802	WESTWOOD CURTIS	052423	PAY APP #1 FLAT CREEK DRIVE	05/24/2023	151,114.77	.00	
Total 2802:					313,649.60	.00	
472	WHITE GLOVE CLEANING, INC.	8077	SHELTER CLEANING APRIL	04/30/2023	3,048.13	.00	
Total 472:					3,048.13	.00	
6704	WSP USA ENVIRONMENT & INF	S67132119	STORMWATER PHASE 2	05/23/2023	9,499.74	.00	
Total 6704:					9,499.74	.00	
504	WYDOT	0000142018	O6 CITATIONS	05/09/2023	118.10	.00	
504	WYDOT	05122023	Transfer 1 city plage	05/12/2023	2.00	2.00	05/12/2023
504	WYDOT	052223	11 PLATE TRANSFERS	05/22/2023	22.00	.00	
Total 504:					142.10	2.00	
3767	XYLEM CCI	1009252	GLASS	05/09/2023	417.66	.00	
3767	XYLEM CCI	1009327	NITRATE SENSOR	05/09/2023	647.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3767:					1,065.32	.00	
2842	YELLOW IRON EXCAVATION, LL	83405	ANIMAL SHELTER TRASH	04/30/2023	40.00	.00	
Total 2842:					40.00	.00	
633	YELLOWSTONE-TETON CLEAN	4309	CHARGING STATION PROGRA	05/03/2023	30,000.00	.00	
Total 633:					30,000.00	.00	
Grand Totals:					6,147,611.42	27,577.79	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-084 TEMPORARY SIGN PERMIT Tin Cup Challenge	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

The Community Foundation of Teton Valley has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise the Tin Cup Challenge (see attached for 3' x 30' mesh vinyl).

- 1110 W Broadway Ave., McDonald's during:
 - July 6-19, 2023

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

- 1110 W Broadway Ave., McDonald's during:
 - July 6-19, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P23-084) for the Tin Cup Challenge, including the three conditions of approval recommended by the Planning Director in this staff report dated June 5, 2023.



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Tin Cup Challenge Event Day Physical Address of Event: Driggs City Park, Driggs, ID
Description of Event: Celebration on Saturday, July 15 as the culmination of an 6 week charitable giving period for Teton Valley nonprofits. This celebrates our 16th year.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: John Finley, PO Box 929, Driggs, ID Phone: 801-721-1104
E-mail: webeburgers@hotmail.com ZIP: 83422
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>McDonald's</u>	Business/Description: _____
Physical Address: <u>1110 Broadway, Jackson, WY 83001</u>	Physical Address: _____
Dates of Display: <u>July 6-19, 2023</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

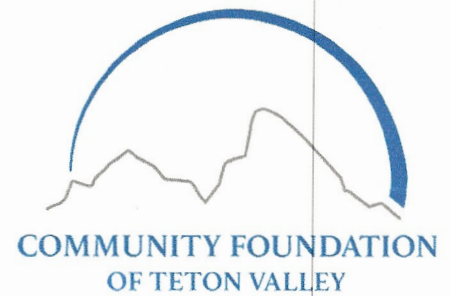
SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

John Finley
Signature of Authorized Event Applicant
John Finley
Applicant Name Printed

5/1/23
Date
Owner
Title



April 28, 2023

Town of Jackson
Planning and Building Department
Attention: Annette Langley
150 E Pearl
Jackson, WY 83001

**BOARD OF
DIRECTORS**

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GENE MARCOWKA
VICE CHAIR

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STAFF

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EXECUTIVE DIRECTOR

CLAIRE VITUCCI
MARKETING &
COMMUNICATIONS

BRIAN THYSELL
PROGRAM MANAGER

Dear Annette,

On behalf of the Community Foundation of Teton Valley, an affiliate of the Community Foundation of Jackson Hole (Tax ID #83-0308856), we are once again requesting permission to display a banner at McDonald's in Jackson for our 16th annual Tin Cup event in Driggs, a philanthropic event benefitting Teton Valley nonprofits. The Tin Cup is modeled after Old Bill's Fun Run.

Our nonprofits serve all residents of Teton County, Idaho, and includes one organization located in Alta, Wyoming (St. Francis of the Tetons Episcopal Church). In addition, many of our participating nonprofits support recreation, programs, and natural resources that the Jackson Hole community utilizes and enjoys. Examples include Teton Valley Trails and Pathways, the Teton Valley Foundation which hosts the Music on Main summer concert series, and Friends of the Teton River. We continue to receive solid backing from Wyoming residents who historically donated to our nonprofits through Old Bill's, reinforcing that legacy of support across state lines.

The enclosed application is signed by me, John Finley, owner of McDonald's and a former Community Foundation of Teton Valley Board Member, giving both my permission for the banner display and support for the cause. Please contact Brian Thysell, Program Manager for the Community Foundation of Teton Valley, if there are additional questions.

We greatly appreciate the endorsement of the Jackson Town Council for issuing this permit in previous years and invite you all to join us on July 15th at the Driggs City Park to once again celebrate the legacy of generosity demonstrated by both sides of the Tetons.

Sincerely,

John Finley (McDonald's of Jackson Hole & former CFTV Board Member) & Brian Thysell (CFTV)

Location: 1110 Broadway Ave. (McDonald's)
Banner Design: 3' x 30'
Material: Mesh Vinyl

Illustration — Tin Cup Challenge Banner at McDonald's:

Sign Dimensions:

	SIGN 1
Type:	Banner
Dimensions:	36" H x 360" W
Area (square feet):	90
Height:	3 ft
Clearance:	+/- 6" from ground
Setback property line:	13.5 ft
Sign color:	blue
Sign material	mesh vinyl
Lighting proposed:	n/a

Sample:



STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Meeting
Submitting Department:	Administration	Presenter:	Aarón Carrillo
Agenda Item:	Special Event: Powderhorn Food Trucks	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting the use of public property, services of Town personnel and use of Town equipment on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Matt Donovan's 2nd food truck initiative for "Powderhorn Park Food Trucks".

Recommendations.

Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The applicant, Matt Donovan, requests permission to host the 2nd year for a special event series "Powderhorn Food Trucks" every Tuesday, starting on June 27, 2023 and running through September 12, 2023. The applicant is requesting space in Powderhorn Park to park up to 3 food trucks every Tuesday to serve food to community members between the hours of 4:30 P.M. until 8:00P.M.

Generally, a food truck would be requested to be on location at special event to serve food to spectators; however, in this request, the presence of the food trucks is the special event. Currently a food truck can operate (sell food to the general public) in the Town of Jackson through two scenarios:

1. Food Truck on Private Property. The applicant would need to be approved for an Exposition License which is reviewed by various departments in the Town and County. This permit is either approved or denied at the staff level. An exposition license would require 2 or more businesses to operate under the license.
2. Food Truck on Public Property. The applicant would need to be approved through the Town of Jackson's special event application process which ultimately needs to be approved by the Town Council. The applicant would need to obtain a special event permit as well as an Exposition License. Both of these applications are reviewed by various Town and County staff.

The applicant has indicated that he has a desire to hold this ongoing event for several different reasons:

- Provide an opportunity for residents in a neighborhood to gather.
- Provide a food opportunity for residents in a neighborhood without having to drive downtown, and
- Provide an opportunity to alleviate some of the stresses on local restaurants who seem at capacity during the summer months.

There has been positive community feedback and the applicant indicated that the event was well attended.

The applicant has met several times with Town staff as well as with Parks and Recreation staff in an effort to come up with an acceptable plan of operation. The application was circulated to all Town departments for review. A majority of the concerns and questions which were raised during the initial review of the application were answered and resolved during these meetings.

Staff has also required that the applicant canvas the neighborhood surrounding Powderhorn Park to inform residents of the proposal as well as providing information on how to provide public comment (both in writing prior tonight's meeting as well as information on the time and date of this meeting). In regards to parking concerns, the applicant indicated that this was an event geared primarily towards residents in close proximity to Powderhorn Park and the number of people driving to the event would be minimal.

The proposed location of the food trucks would be on the parking around Powderhorn Park, specifically on May Way street, on the east side of the park. This location has been vetted by the Teton County Parks and Recreation Parks Manager.

The applicant requests the following in association with the special event application:

- Permission to park up to three food trucks either on May Way, on the eastside of Powderhorn Park.
- Permission from Town Council for noise generated from the event including the possibility of music over a loudspeaker.
- Use of Powderhorn Park for local non-profits to set up booths to provide information about their organizations. If activated, the organizer would limit the number to no more than 1 non-profit tent at any given Tuesday night event.

Analysis.

The application has been submitted for review and comment to all Town departments. The applicant will work with the Teton County Health Department guidelines. The applicant has agreed to meet with staff throughout the summer to adjust the event as necessary.

Possible Alternatives.

- Approve the request with modifications.
- Deny the request.

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment.

Policy 4.4.a: Maintain and improve public spaces

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

Fiscal Impact.

Direct income: \$1,599 from exposition licenses and a \$27 special event application fee.

Staff Impact.

- Processing exposition permits (approximately 30 minutes),
 - Departmental review of application (approximately 3 hours of total staff time),
 - Pre-event meetings with the applicant (approximately 4 hours of total staff time),
 - Preparation of staff report (approximately 2 hours),
 - On-going meetings during the summer (approximately 2 hours)
 - Post summer debriefing (approximately 1 hour)
- In total approximately 12.5 hours of staff time split between Town, County and joint departments.

Conditions and Restrictions.

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant shall abide by any additional conditions not listed in this staff report as directed by the Town Council.
2. The applicant shall abide by all state and local health orders in place during the event.
3. The applicant will work with the Teton County Health Department in efforts to implement best practices.
4. The applicant shall provide to the Town in advance of the event an insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. The insurance must include alcohol liability.
5. The applicant shall provide additional trash receptacles. Parks and Recreation indicated that they would require 1 extra trash can for every food truck present.
6. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas at the site unless turf protection measures are in place and have been approved by the parks manager.
7. Vendors shall not dump hot water or other liquids on the turf.
8. If generators are staged in the native or turf areas, the generators shall not be placed directly on the native grass or the turf. A barrier approved by the fire marshal shall be used.
9. If generators are used there shall be no refueling in the park.
10. A post event clean up shall occur after every event.
11. Each event will be sponsored by a local non-profit.
12. No more than one non-profit tent will be set up at any given Tuesday night event.
13. The applicant shall coordinate all set-up needs with the Parks and Recreation park manager (732-5793) at least ten days prior to the start of the event.
14. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.
15. The applicant shall encourage participants to recycle and vendors to utilize recyclable and biodegradable material.
16. The applicant shall provide recycling containers.
17. Food service shall be coordinated with and approved by Teton County Environmental Health.
18. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
19. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open

and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

20. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
21. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
22. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
23. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
24. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
25. Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 3104.6).
26. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
27. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
28. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

Attachments or Links.

Special Event application

Location Map for Powderhorn Park Food Truck Locations

Suggested Motion.

I move to approve the special event application, Powderhorn Food Trucks, made by Matt Donavan, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)



**A completed application
must be submitted at least
21 days prior to your event.**

Non-Profit Fee: \$25
For-Profit Fee: \$150

APPLICANT INFORMATION

Name of Event: Powderhorn Park Food Trucks

Name of Organization: Matt Donovan

Type of Organization: ☐ Non-Profit ☐ Public Agency ☒ For-Profit Business

Mailing Address: PO Box 8612

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Matt Donovan

Email Address: matthewdonovan3@gmail.com

Work Phone: 970-420-7762 Cell Phone: _____

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: dinner

Description & Purpose of Event *(Attach additional sheets if necessary):* _____

An initiative to activate community gathering spaces through a shared need of food access.

Location of Event: Powderhorn Park Alternative Location: _____

Date(s) of Event: June 27 - Sept 12 Event Operating Hours: 4:30-8pm

Event Set Up Begins Date: June 27, 2023 Time: 3pm

Event Clean Up Ends Date: September 19, 2023 Time: 8pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 200 Total Event: 2400

Special Considerations (check all that apply):

- | | | |
|--|--|---|
| ☐ Alcoholic Beverages | ☒ Cooking/Grilling | ☐ Electricity Requested |
| ☒ Food Sales | ☐ Merchandise Sales | ☒ Recurring Event |
| ☐ Ticketed Admission | ☐ Sound Amplification | ☐ Pets or Animals |
| ☐ Tents | ☐ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☐ Use of Town Square |

Event Co-Sponsor (s): Friends of Pathways

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ☒ Yes ☐ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Carl Pelletier Cell Phone: 307-699-2015

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- | | |
|--|--|
| ☐ Tents (X) | ☒ Food Vendors (FV) |
| ☐ Beverage Vendors (BV) | ☐ Alcohol Vendors (A) |
| ☒ Portable Toilets (T) | ☐ Hand Washing Sink (HWS) |
| ☐ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☐ Garbage Receptacles (G) | ☒ Recycling Receptacles (RR) |
| ☐ Retail Merchants (RM) | ☐ Security (P) |
| ☐ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☐ Barricades (B) |
| ☒ Electricity / Generator (EL) | ☐ Trailers, Vehicles, Storage (TR) |

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☐ Yes ☒ No

Area of Closure Request	Date(s)	Start Time	End Time

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☐ Yes ☒ No

If "Yes", how many parking spaces will be unavailable due to the event: _____ parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients? ☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security	☐ Mounted Horse Patrol	☐ Traffic Control
☐ Race Lead Vehicle	☐ Parade Lead Vehicle	☐ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☐ Assistance with Street Closures

Please describe in detail your request: _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☒ Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☒ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 4:30pm Finish Time: 8pm

Will your event feature any musical entertainment? ☐ Yes ☒ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☒ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☒ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain:

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: Time for Drop Off:_____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event? ☐ Yes ☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☒ No

If "Yes", what will be offered in addition to beer?

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

food, beverages, soft goods

Will any food or beverages be sold at your event?

☒ Yes

☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? _____

How many trash receptacles will be supplied for your event? ³ _____

When will the trash receptacles be delivered? by the applicant

When will the trash receptacles be picked up and removed from site? 8pm every Tuesday

Describe your plan for the collection and removal of trash during your special event:

put cans out, collect trash, remove and dispose of trash off site

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. **For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.**

Will you be using a company for your recycling plan?

☐ Yes

☒ No

If "Yes" which company will you be using? _____

How many recycling receptacles will they (or you) supply for your event? ³ _____

When will these recycling receptacles be delivered? ^{before each event} _____

When will recycling receptacles be picked up and removed from site? ^{8PM every monday} _____

Describe your plan for collection and removal of recyclable materials during your special event:
put cans out, collect trash, remove and dispose of trash off site

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☐ Yes

☒ No

If "YES" please indicate any significant changes to the event request since its last approval:

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: MD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: MD _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: MD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: MD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: MD

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

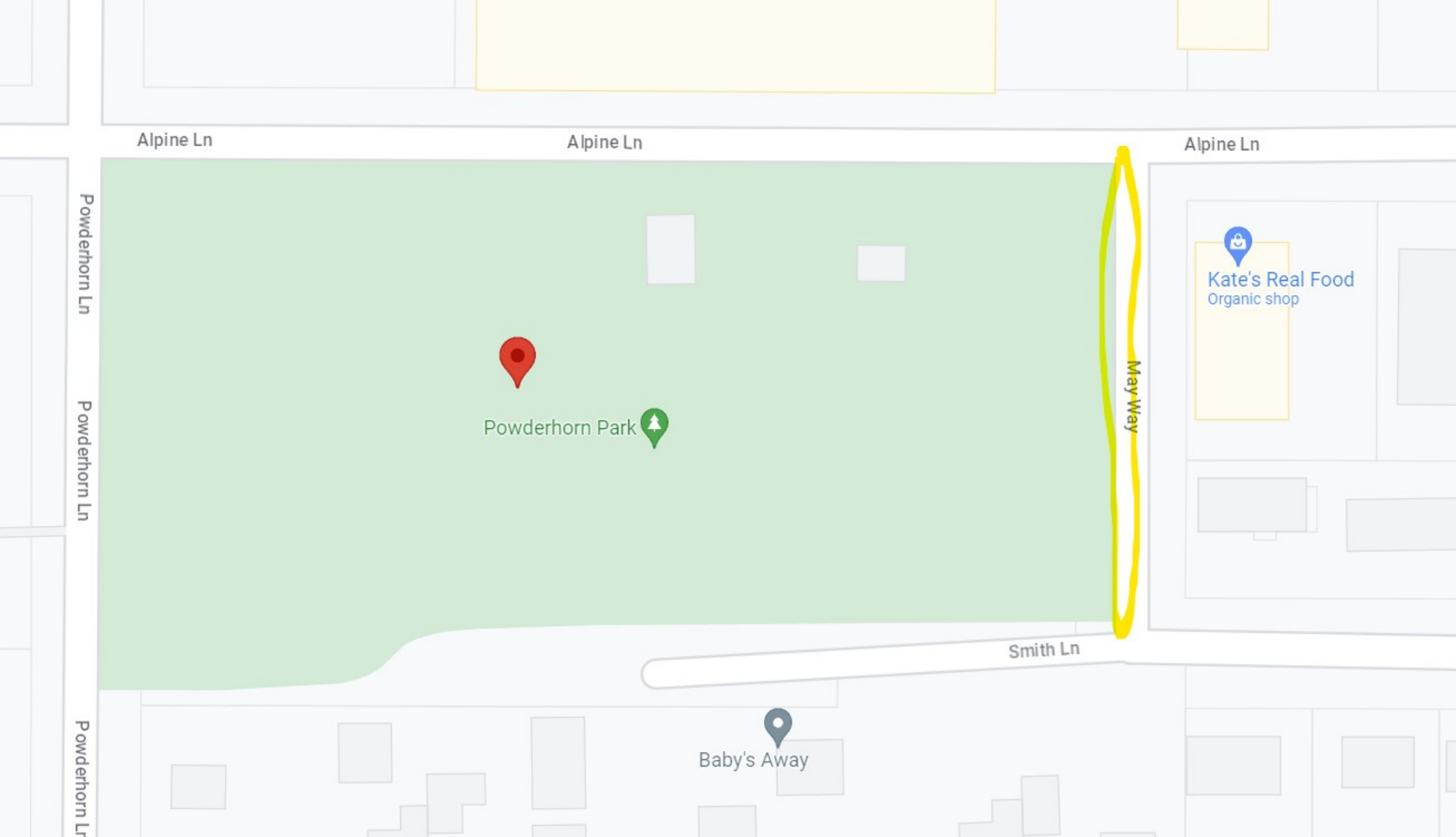
APPLICANT: Matthew M Donovan

APPLICANT: Matthew M Donovan

Printed Name

DATE: 03-13-2023

TITLE: _____



Alpine Ln

Alpine Ln

Alpine Ln

Powderhorn Ln

Powderhorn Ln

Powderhorn Ln

Powderhorn Park

May Way

Kate's Real Food
Organic shop

Smith Ln

Baby's Away

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Regular Meeting - Consent
Submitting Department:	Joint Affordable Housing	Presenter:	Stacy Stoker
Agenda Item:	Amended and Restated Special Restriction for 848 W. Snow King Avenue Unit 35	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will consider an Amended and Restated Special Restriction for Property Located at 848 W. Snow King Avenue: Unit 35, 810 West Addition to the Town of Jackson "(Restriction)". This Restriction uses the template restriction approved by Council in February 2023.

Requested Action.

Approval of the Restriction and authorization of Mayor Morton Levinson to sign the Restriction.

Recommendations.

Staff recommends approval of the Restriction.

Background.

In June of 2018, to ensure standardized restrictions on restricted units, the Town Council and Board of County Commissioners directed staff to record the approved Special Restriction Template on all sales of restricted units.

Analysis.

The subject unit was originally a Workforce Ownership unit built in 2004. The unit's appreciation is CPI capped at 3% per year with no compounding. The Median Family Income (MFI) for Teton County has risen faster than the CPI, which causes the units to become more affordable over time. This unit's sale price of \$274,420 is affordable to households in the 80 to 120% income range so it is being reclassified from Workforce to Affordable in the 80 -120% Income Range.

Possible Alternatives.

None, as policy has been set, and the unit is under contract as an 80 – 120% income range Affordable unit.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing workforce housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4).

Fiscal Impact.

N/A

Staff Impact.

Housing Staff spent approximately 2 hours on this item.

Attachments or Links.

Amended and Restated Deed Restriction for Property Located at 848 W Snow King Avenue: Unit 35, 810 West Addition to the Town of Jackson

Suggested Motion.

I move to approve the Amended and Reinstated Deed Restriction for Property Located at 848 W Snow King Avenue: Unit 35, 810 West Addition to the Town of Jackson and authorize the Mayor to execute it subject to minor changes by staff.

**Amended and Restated Deed Restriction for Property
Located at 848 W Snow King Avenue: Unit 35, 810 West Addition to the Town of Jackson**

This Amended and Restated Deed Restriction ("Restriction") is made and entered into this ____ day of June 2023, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Unit 35, 810 West Addition to the Town of Jackson, Plat No. 1141 Recorded in the Office of the Teton County Clerk February 7, 2005

PIDN:22-41-16-33-3-09-035 ("Land")

WHEREAS, as a condition of its FDP (03-18.1 (04), dated May 3, 2004, for the 810 West Addition to the Town of Jackson (the FDP Approval"), Owner was required to dedicate twenty (20) Employment-based units and two (2) Affordable units to be owned by households who work in Teton County and will occupy the units as their sole primary residences.

WHEREAS, The subject unit was an Employment-based unit, which was Amended and Restated as a Workforce Ownership Unit, and is now being Amended and Restated as an Affordable Unit: The subject unit is

- Unit 35, with two (2) bedrooms with Income Range 80 – 120%. ("Residential Unit").

The Income Ranges are defined in the Rules and Regulations.

WHEREAS, this Restriction amends, restates, supersedes, and replaces in its entirety the Complete Amendment and Restatement Special Restrictions For Workforce Ownership Housing Located at 848 W Snow King Avenue, Town of Jackson Wyoming recorded on April 30, 2019, as Document Number 1 in the Teton County Clerk's Office;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to Wyo. Stat. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Restriction;

Amended and Restated Deed Restriction for Property Located at 848 W. Snow King Avenue; Unit 35, 810
West Addition to the Town of Jackson

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations (“Rules and Regulations”) and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. 03-18.1 (04), and consistent with the Town of Jackson Wyoming’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term “Declarant” is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. 03-18.1 (04), Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

OWNERSHIP

1.1 Qualified Household. The ownership of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations (“Qualified Household”).

1.1.1 Employment. At time of purchase and in perpetuity during ownership, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.2 Income Limit. At time of purchase, the Qualified Household’s gross income must be between 80% to 120% of the median family income in Teton County, Wyoming, as established in the applicable year’s United States Department of Housing and Urban Development’s median family income chart for Teton County, Wyoming.

1.1.3 Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.1.4 Asset Limit. At the time of purchase of the Residential Unit, the maximum allowed value of assets shall be as set forth Rules and Regulations.

1.2 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit.

If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not Amended and Restated Deed Restriction for Property Located at 848 W. Snow King Avenue; Unit 35, 810 West Addition to the Town of Jackson

required to be a Qualified Household. However, Declarant understands and agrees that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations and no later than receipt of a certificate of occupancy for the Residential Unit.

- 1.3 Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.
- 2.10 Renting. The Residential Unit, nor any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may not be rented. Neither shall the same be otherwise occupied by persons other than as permitted in this Article.
- 2.11 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information

requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations.

- 2.11 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

ARTICLE III SALE

- 3.1 Sale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.
- 3.2 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.

Amended and Restated Deed Restriction for Property Located at 848 W. Snow King Avenue; Unit 35, 810 West Addition to the Town of Jackson

4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.

4.2.2 JTCHA did not exercise its rights as provided in Article IV Qualified Mortgage.

4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.

4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.

4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article IV, Qualified Mortgage. If JTCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.

4.3 Amendment. This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.

4.4 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.

5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note

secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.

5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.

5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.

5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:

5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to JTCHA;
SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;
SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to Declarant.
If there are insufficient proceeds to satisfy the foregoing, Declarant shall remain personally liable for such deficiency.

- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to Amended and Restated Deed Restriction for Property Located at 848 W. Snow King Avenue; Unit 35, 810 West Addition to the Town of Jackson

the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

To JTCHA / Housing Department:

Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:

Town of Jackson, Wyoming.
Attn: Clerk
P.O. Box 1687
Jackson, WY 83001.

Declarant

To the Address on file with the Teton County Clerk's Office

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

Amended and Restated Deed Restriction for Property Located at 848 W. Snow King Avenue; Unit 35, 810 West Addition to the Town of Jackson

- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.
- 5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER:

Daniel Desorcy

Lindsey Lanham

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of June 2023, the foregoing Restriction was acknowledged before me by Daniel Desorcy and Lindsey Lanham as Owners of 848 W Snow King Avenue.

Witness my hand and official seal.

(Seal)

Notary Public

Amended and Restated Deed Restriction for Property Located at 848 W. Snow King Avenue; Unit 35, 810 West Addition to the Town of Jackson

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2023, the foregoing Restriction was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	E23-0055: Utility Location Agreement for Stormwater – Jackson Apartments – 335 S Millward Street	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approving a Utility Location Agreement with Jackson Apartments, LLC for a stormwater system crossing a public alley at the Jackson Apartments housing development.

Requested Action.

Staff requests Town Council consider and review the Utility Location Agreement.

Recommendations.

Staff recommends Town Council approve the Utility Location Agreement.

Background.

The Jackson Apartments development is an affordable housing project located on the block surrounded by South Millward and Jackson Streets, as well as Kelly and Hansen Avenues. The development is to the north and the south of the alley. Stormwater collected from the site north of the alley is routed through a pipe within the alley and then to the stormwater system on the southern development site into an underground storage system which controls the release of stormwater to the Town's stormwater system. The onsite stormwater system was approved in the GEC permit, B23-0100 with the condition that the development would be required to enter into an agreement with the Town for the stormwater line within the alley.

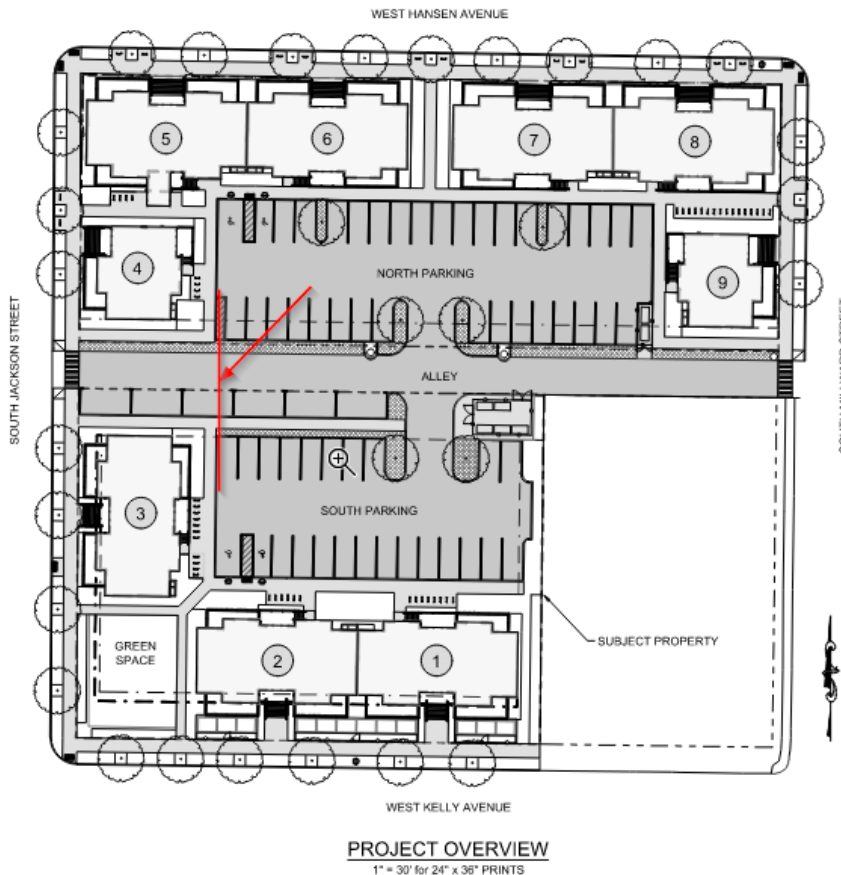


Figure 1 Site plan showing the development and location of encroaching utility.

Analysis and Key Policy Questions.

Collecting and managing stormwater runoff is vital for controlling the volume of stormwater discharged off site into the Town's existing stormwater collection system. This connection allows the developer to construct a stormwater system as though the project was one site, providing efficiency in control and treatment structures as well as ongoing maintenance. This type of partnership is an environmentally sound practice for controlling stormwater discharge to the Town's stormwater collection system.

Key Policy Question: Does Council approve of allowing the private stormwater location in the public alley with a Utility Location Agreement?

- A Utility Location Agreement is appropriate for this type of encroachment and staff recommends approval of the Utility Location Agreement.

Possible Alternatives.

Possible alternatives for this item include:

- 1) Approve the Utility Location Agreement
- 2) Direct staff to negotiate Council directed changes and approve the Mayor's execution of the Agreement.
- 3) Direct staff to negotiate Council directed changes and bring the Agreement back to Council for final approval.
- 4) Deny the Utility Location Agreement and direct applicant to determine a feasible stormwater system that does not involve the location of a stormwater line within the alley.

Comprehensive Plan & Priority Alignment.

This easement supports the following Town Comprehensive Plan goals:

Common Value 3 Quality of Life

Section 8. Quality Community Service Provision

- Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery.

Fiscal Impact.

The stormwater collection system will be installed at no cost to the Town and will strictly be a private stormwater collection system for the benefit of the development.

Staff Impact.

Staff hours drafting and reviewing the agreement, including Legal Department review and approval, totals approximately 8 hours. Staff technical review of plans and contractor coordination totals approximately 8 hours.

Attachments or Links.

Utility Location Agreement

Suggested Motion.

I move to approve the Utility Location Agreement with Jackson Apartments, LLC and authorize the Mayor to execute all necessary contract documents subject to minor changes by staff.

**TOWN OF JACKSON
UTILITY LOCATION AGREEMENT**

This Utility Location Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2023 ("**Effective Date**") by and between the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**TOJ**" or "**Grantor**"), and Jackson Street Apartments, LLC, a Wyoming limited liability company, of PO Box 4902, Jackson, WY 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of certain public rights-of-way in the Town of Jackson, within Teton County, Wyoming, described as follows:

The public right-of-way known as the Block 3 Alley of the Fourth Karns Addition to the Town of Jackson, as shown on Plat 143 on record in the office of the Teton County Clerk;
("**Public Way**");

WHEREAS, Grantee is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Lots 1-6, Block 9, 2nd Wort Addition, Plat 129; and
Lots 3-6, Block 3, Fourth Karns Addition, Plat 143
("**Grantee's Properties**").

WHEREAS, Grantee's Properties are adjacent to and to the north and south of the Public Way, respectively, as shown on Exhibit A; and

WHEREAS, Grading Permit B23-0100 authorizes Grantee to install utilities and grading at Grantee's Properties, specifically including a storm sewer pipe that services both of Grantee's Properties by being located within the Public Way ("**Utility**"); and

WHEREAS, Grantor desires to grant permission to occupy, for use of the Utility, that portion of the Public Way physically occupied by the Utility, as more particularly described on **Exhibit A** ("**Utility Location**"), attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein; and

WHEREAS, this Agreement memorializes Grantee's ownership of and its maintenance, repair, replacement, and like obligations for such Utility; and

WHEREAS, Grantee recognizes that it does not by execution of this Agreement obtain any right, title, or interest in and to the Public Way, nor cannot it acquire any interest by adverse possession or otherwise due to the use, nor does this Agreement reserve a strip of land of specific width for the exclusive use of the Grantee.

NOW, THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, on their own behalf and for all successors in interest or assigns, mutually covenant and agree as follows:

AGREEMENT

1. Grant of Location. Grantor hereby grants permission to Grantee to occupy the Utility Location as long as said location is used for the purposes of operating, inspecting, repairing, maintaining, reconstructing, replacing, and/or removing the Utility, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, and junction boxes. Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors, and assigns shall have access to the Utility Location within the Public Way subject to the terms and conditions herein, the Jackson Municipal Code, the Land Development Regulations, and any permitting requirements at the time of the access. The rights and privileges granted herein shall not be in preference or hindrance to the right of the Grantor.
2. Responsibilities of the Grantee. Grantee, at its sole cost, shall:
 - A. Be responsible for the upkeep, inspection, maintenance, repair, cleaning, and like obligations associated with Grantee's ownership of such Utility.
 - B. Be responsible for redressing any and all damage to the Utility.
 - C. Upon request of any excavator or person, locate its Utility in accordance with Wyo. Stat. Ann. § 37-12-302, as amended, as well as any other applicable state statutes governing the ownership and operation of underground utilities.
 - D. Timely acquire all necessary permits and pay any fees and bonds associated with future work pertaining to the Utility to exercise its right under this Agreement for construction, repair, or maintenance.
 - E. Prior to final completion of any work on the Utility i) repair, replace, or rebuild any items damaged on account of any work within the Public Way, including but not limited to asphalt, sidewalks, curb and gutter, stormwater, water, sewer, or other existing underground utilities; ii) restore the Public Way to the higher standard of either TOJ Construction Standards in effect at the time the work is completed or better condition to which it was found immediately prior to the commencement of any work done by Grantee, or Grantee's employees, agents or contractors; and iii) comply with all permit conditions of approval.
 - F. Perform such work in a workmanlike manner and consistent with TOJ Construction Standards. Grantor shall have the opportunity to review and approve all work to restore the Public Way and to satisfy conditions of approval for permitted work to ensure consistency with subsections D and E of this paragraph.
 - G. Exercise its rights granted herein with due regard to the rights of others and their use thereof, and shall not use the Public Way in a way that would impair the rights of Grantor or others. Grantee shall not construct any utility, building, structure, or improvement, whether aboveground or below, within the Public Way without prior express written approval of Grantor.
3. Relocation of Utility.
 - A. Grantee may be required to remove and relocate the Utility, upon notice as set forth below in subsection B of this Section, as follows: (i) when necessary to share use of the Public Way with other entities; (ii) if the Utility interferes with the use of the Public Way by the public; (iii) if the utility interferes with the construction, maintenance, or repair of any public works, public improvements, or public projects; and (iv) to alleviate risk to public health or safety. To the extent that Grantee is required to remove or relocate the Utility it shall be at no cost to Grantor; however, if such removal or relocation is to share the use of

the Public Way by a third party, nothing herein prevents Grantee from seeking compensation from that third party.

- B. In the event that the Utility must be removed or relocated, Grantor shall provide written notice to Grantee and the Grantee shall (i) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (ii) otherwise, within thirty (30) days of notice of such interference (or such longer period as may be reasonably agreed upon by the Grantor), protect or relocate the Utility, as may be directed by the Grantor.
4. Reservations of Grantor. Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, and successors, and assigns any and all rights it may have to:
- A. Relocate the Utility at its sole cost. If Grantor seeks to assert such right, it agrees to provide the Grantee at least 90 days advance written notice. During such 90-day period, Grantor shall work in good faith with Grantee for a mutually agreeable solution that will maintain the functionality of the Utility. Failure to provide notice does not limit or affect the Grantor's right to relocate the Utility.
 - B. Grantor shall have the right to remove, and keep removed, all or parts of any Utility, that is located within the Public Way which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the Public Way.
5. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses, specifically including all liability and responsibility for all loss of life, injury to persons, or damage to the Utility, and for any and all loss of life, injury to persons, or damage to the Public Way, and for any and all loss of life, injury to persons, or damage from flooding as a result of work by the Grantee and Grantee's agents, contractors and subcontractors thereof within the Public Way. Grantor is not liable for any loss of life, injury to persons, or damages to property from flooding back up, blockages, restrictions to flow, or the like through the Utility. Grantor shall not be liable for any interruptions of service from accidents or damage to Grantor's infrastructure, or during the time of alterations, additions, or repairs, or for any other unavoidable causes. This indemnification includes, without limitation, reasonable attorney's fees and litigation costs incurred by Grantor in connection therewith.
6. Miscellaneous Provisions
- A. *Authorization.* Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
 - B. *Recording.* Grantee, at its cost, shall record this Agreement in the Office of the Teton County Clerk.
 - C. *Entire Agreement; Amendment.* The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such Agreement shall be effective unless in writing and signed by both parties.
 - D. *Waiver.* A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the parties to enforce the terms of this Agreement.
 - E. *Assignment.* This Agreement shall not be assigned or transferred except as provided for herein.

- F. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.
- G. *Recitals Part of Agreement.* The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
- H. *Severability.* If a Court finds any provision of this Wastewater Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- I. *Additional Documents and Acts.* Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- J. *Counterpart 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) 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.
- K. *Governing Law, Jurisdiction, Construction.* This Agreement 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 Agreement, 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 Wastewater Agreement 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.
- L. *Immunity.* Grantor does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

GRANTOR:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires:

GRANTEE:

JACKSON STREET APARTMENTS, LLC

By: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by _____ as
_____ of Jackson Street Apartments, LLC.

Notary Public

My Commission Expires:

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Police	Presenter:	Chief Michelle Weber
Agenda Item:	Appointment of Special Municipal Officers	Public Comment:	Yes-Consent

Purpose & Policy Considerations.

The purpose of this item is to appoint an individual as a Special Municipal Officer with specific authority to issue citations for certain violations of the Jackson Municipal Code.

Requested Action.

Staff requests Council appoint Bea Simms as a Special Municipal Officer.

Recommendations.

Staff recommends Council appoint Bea Simms as a Special Municipal Officer.

Background.

Wyoming State Statute §15-1-103(l) provides that “[t]he governing bodies of all cities and towns may: . . . Appoint special municipal officers, who are not certified as peace officers, to issue citations to individuals” for a limited set of purpose.

Consistent with the authority established in the state statute, Jackson Municipal Code §2.32.051 provides that “the Community Service Unit of the Police Department and Code Enforcement Officer(s) appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the Jackson Municipal Code as set forth by W.S. § 7-2-103(e) and W.S. § 15-1-103(a)(xix).”

Accordingly, the Town of Jackson may specifically appoint municipal officers with specific authority to issue citations for Jackson Municipal Code violations. Community Service Officers of the Jackson Police Department are hired and assigned to specifically enforce the Municipal Code, which includes health and safety, animals, parking violations, and nuisances.

Analysis.

Bea Simms was hired on May 16, 2023, as an Animal Shelter Community Service Officer.

Possible Alternatives.

N/A

Comprehensive Plan & Priority Alignment.

This item aligns with the Comprehensive Plan Policy 8.1.a – the delivery of quality levels of service to the community.

Fiscal Impact.

N/A

Staff Impact.

Preparation and review of this report took approximately 1 hour with time spent by the Chief of Police, Town Clerk, and Administration.

Attachments or Links.

N/A

Suggested Motion.

I move to appoint Bea Simms as a Special Municipal Officer of the Town of Jackson.

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Pathways	Presenter:	Brian Schilling
Agenda Item:	2023 Pathway Safety Improvements Project Notice of Award	Public Comment	Yes

Purpose & Policy Considerations.

The purpose of this item is to award a contract to Harmony Design & Engineering for civil design services for the 2023 Pathway Safety Improvements project.

Requested Action.

Approve a contract with Harmony Design & Engineering for civil design services for the 2023 Pathway Safety Improvements project in an amount not to exceed \$18,893.

Recommendations.

Staff recommends approval.

Background.

Over the past several years, the Jackson Hole community has seen a significant increase in the use of e-bikes on the community's pathway system and town streets. This has been accompanied by growing concerns about the impact of e-bikes and other fast-moving users on overall pathway safety. To address these concerns, in September 2022, the Jackson Town Council approved several educational, regulatory, and engineering measures intended to reduce speeds on Town of Jackson pathways. The engineering elements include traffic calming/speed reduction measures in selected high-traffic areas consisting of a) chicane gates that deter high speeds by requiring users to navigate a tight turn, and b) pavement surface texturing and coloring that provide visual cues to promote a behavioral shift and reduced user speeds.

Example of Chicane Gates: <https://traffic-innovation.com/en/products/decorative-chicane-for-bike-lanes/>

Example of Pavement Surface Texture and Coloring: <https://hubss.com/streetprint-genuine-stamped-asphalt.php>

Town staff released a Request for Proposals on April 24th for civil design and engineering services to plan pathway traffic calming measures including the chicane gates, pavement surface texturing and coloring, and related signage, lighting, and other appurtenances necessary for the safe implementation of the traffic calming measures. A single proposal (from Harmony) was received by the May 19th deadline.

Analysis.

There is a well-documented need to address community safety concerns about excessive speed of e-bikes and other users on the Town and County pathway system. The Town has adopted a multi-faceted approach to improving safety that includes regulatory measures of enacting and enforcing pathway speed limits, educational efforts at schools and the community at large, and engineering measures that physically slow users down in selected high-concern areas. The goal is that the combination of these efforts will improve pathway safety by slowing down the majority of pathway users to an acceptable pathway speed and that the experience of travelling on the Town pathway network will feel safe and comfortable for users of all ages and abilities.

Pathways staff has worked with Harmony Design on several projects over the past five years and is confident in their ability to provide the requested design services in a timely manner.

Possible Alternatives.

Alternatives include awarding the civil design contract as proposed, rebidding the project to try to attract more proposals, or postponing or cancelling the project.

Comprehensive Plan & Priority Alignment.

Management of the pathway system so that it is safe and welcoming to all users is a fundamental goal of the Pathways program and is in line with the Town/County Comprehensive Plan.

- Policy 2.3.b: Create a safe, efficient, interconnected multimodal transportation network.
- Strategy 2.3.S.1: Promote and incentivize the increased use of electric modes of transportation (bikes, buses, cars).
- Principle 7.1 - Meet future transportation demand with walk, bike, carpool, transit, and micro-mobility infrastructure.
- Public safety

Fiscal Impact.

The proposed cost for the civil design services is \$18,893. Staff has requested \$300,000 in the FY24 budget to cover design and construction costs. Up to \$200,000 of this will be provided by a private donation. The majority of the design work would occur in FY24, but for any design work done in FY23 the cost would be paid out of the FY23 Operating budget or the FY23 Town Capital budget.

Staff Impact.

Approximately 25 hours of Pathways staff time will be required to manage the project and assist with the design process. Approximately 5-8 hours of Parks and Rec staff time will be required for design review and coordination.

Attachments or Links.

Contract for Civil Design services with RFP and proposal included as exhibits.

Suggested Motion.

I move to award a contract for civil design services for the 2023 Pathway Safety Improvements project to Harmony Design & Engineering in an amount not to exceed \$18,893.



AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT is effective this _____ day of June, 2023 between **TOWN OF JACKSON, WYOMING**, hereinafter referred to as “OWNER” and HARMONY DESIGN, INC. (DBA HARMONY DESIGN & ENGINEERING), a Wyoming S-Corporation, hereinafter referred to as “ENGINEER”, for the Owner’s Project generally identified as **Town of Jackson Pathway Safety Improvements Project** for services as described herein and subject to the following.

1. Services

Engineer agrees to provide the scope of services as described in the attached Exhibit A: Scope of Services. The services shall be completed and performed according to descriptions in the attached Exhibit C: Owner’s Request for Proposals and Exhibit D: Harmony Design & Engineering Statement of Qualifications for the Town of Jackson 2023 Pathway Safety Improvement Project, all of which are incorporated by this reference and made a part of this Agreement.

2. Schedule

Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit D.

3. Compensation

Compensation for the listed scope of services will be paid on a TIME AND MATERIALS basis at the Engineer’s standard hourly rates plus reimbursable expenses at the rates shown on the attached Exhibit B: Schedule of Rates, which is incorporated by this reference and made a part of this Agreement. The cost estimate for each phase of the scope of services is shown in the attached Exhibit E: Price Proposal, which is incorporated by this reference and made a part of this Agreement. Engineer may alter the distribution of compensation within individual phases of the work noted herein, but the total compensation shall NOT EXCEED the total amount shown in Exhibit E unless mutually agreed upon by the parties to this Agreement as outlined in Paragraph 5. Scope of Service Changes.

4. Invoicing

All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 60 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Payments shall be first applied to late charges and then to the principal unpaid amount. If the invoice, including late charges due, is not paid in full within 90 days of the invoice date, Engineer may cease all services on the project and may commence the exercising of its legal remedies.

The Owner shall notify Engineer in writing within 45 calendar days of the date of the invoice if the Owner objects to any portion of the charges on the invoice and shall promptly pay the undisputed portion. Invoices not contested within 45 calendar days are assumed to be accurate and acceptable to all parties, and all rights to withhold payment shall be forfeited after that time. This Agreement shall authorize Engineer to collect any fees and expenses incurred, including reasonable attorney’s fees as well as any time billed by

Engineer, at our current standard fee schedule, related to the collection of any amounts due from the Owner.

Payment under this agreement is not contingent upon 1) the Owner being reimbursed by any third party; 2) upon the Owner obtaining financing; or 3) completion of the overall project.

5. Scope of Services Changes

Should changes to the Scope of Services be initiated by the Owner or necessitated by others beyond the control of Engineer, subsequent to the date of the execution of this Agreement, it is agreed that the Scope of Services and the level of service set forth in the budget shall be modified to reflect these changes as mutually agreed upon by the parties to this Agreement. All changes to the budget will be provided based on rates shown in Exhibit B.

6. Status of Parties

The Engineer is an independent contractor and shall not be considered an employee of the Owner.

7. Third-Party Exclusion

The Agreement shall not create any rights or benefits to parties other than Owner and Engineer except such other rights as may be specifically called for herein.

8. Information Provided by Others

Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

9. Ownership of Documents

Engineer shall transfer ownership to Owner within two months subsequent to Owner's payment of all Engineer's fees and expenses arising from Engineer's fulfillment of this Agreement.

Engineer grants Owner a limited license to use the Documents (as that term is defined in Exhibit A) on the Project Area, extensions of the Project Area, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project Area unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project Area, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

Consultant shall provide an electronic copy of the Contract Documents in Microsoft Word, as well as all Final Plans, in a digital format approved by Owner.

10. Opinions of Probable Construction Costs

It is understood that Engineer has no control over costs of materials, the price of others' labor and equipment, services furnished by others, the contractor's method of pricing or competitive bidding or market conditions. Therefore, if requested by the Owner, Engineer will provide opinions of probable construction costs based on experience, qualifications, and other available cost estimates of similar projects. Engineer makes no warranties, expressed or implied, as to the accuracy of such opinions as compared to proposals, bids, or actual construction costs. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate by a professional cost estimator.

11. General Considerations

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project Area, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

12. Engineers Certificate of Merit

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Engineer unless the Owner has first provided Engineer with written notice that specifies each and every act or omission that Owner contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances. This notice shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

13. Insurance

Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall procure and maintain insurance as set forth below.

- Professional liability insurance with minimum coverage of one million dollars (\$1,000,000);
- General liability coverage of one million dollars (\$1,000,000) per occurrence / two million dollars (\$2,000,000) aggregate minimum;
- Workers' compensation at state law levels;
- Proof of coverage listing the Owner as certificate holder on the general liability policy will be required within ten (10) calendar days after execution of this Agreement.

14. Limitation of Liability

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall be the highest amount that is valid and enforceable as determined by a court of competent jurisdiction, including reasonable attorney's fees.

15. Conflict Resolution

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement or implementation of this Agreement or provision of the services indicated herein shall first be attempted to be resolved through non-binding mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days. If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the dispute resolved by a court of competent jurisdiction.

16. Termination

Either party may terminate this Agreement by written notice to the other party if the other party breaches any material provision of this Agreement. In the event of a breach, the allegedly breaching party must be provided with written notice of any violation of this Agreement and offered fifteen (15) days to cure this violation after receiving this notice. If the breach is not cured or diligent efforts are not started and prosecuted by the end of the fifteen (15) day period, then the termination notice becomes effective without further notice. Either party may terminate this Agreement without cause by thirty (30) days written notice to the other.

Upon termination, payment will be made to Engineer for all services performed and reimbursable expenses up to the date of the termination. Deliverables will be turned over to the Owner upon full payment. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 9.

17. Miscellaneous Provisions

- a. **Severability**. The Owner and Engineer have entered into this Agreement to communicate mutual understandings and responsibilities to one another. Any provision of the Agreement that violates a statute or regulation shall be deemed void, and all remaining provisions shall continue in force. Owner and Engineer shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of or at least addresses the issues covered by the original provision.
- b. **Entire Agreement and Amendment**. The parties agree that this Agreement, including all Exhibits hereto, reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.
- c. **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, and addressed as follows:

Owner:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

Engineer:

Harmony Design & Engineering
Attn: Jennifer Zung
P.O. Box 369
Driggs, ID 83422
jen.zung@harmonydesigninc.com

All notices hereunder shall include a courtesy copy sent via email to the email address provided above.

- d. **Waiver**. A waiver by either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.
- e. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.'
- f. **Additional Documents and Acts**. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

- g. **Counterparts; Electronic Signatures.** This Agreement may be executed simultaneously in two (2) 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) 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.
- h. **Governing Law, Jurisdiction, Construction.** This Agreement 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 Agreement, 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 Agreement 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.
- i. **Governmental Immunity.** Owner does not waive its governmental immunity by entering into or seeking to enforce this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

IN WITNESS WHEREOF, this agreement, including all exhibits and attachments, has been fully executed on behalf of Harmony Design, Inc. by its duly authorized officers, and the Owner has caused the same to be executed in its name and in its behalf by its duly authorized officers as of the date indicated below.

EXECUTED by the Town of Jackson this _____ day of _____, 2023.

HARMONY DESIGN, INC.

Jennifer Zung, Principal

TOWN OF JACKSON, WYOMING

Attest:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

EXHIBITS

EXHIBIT A: SCOPE OF SERVICES (1 page)

EXHIBIT B: SCHEDULE OF RATES (1 page)

EXHIBIT C: OWNER'S REQUEST FOR PROPOSALS (6 pages)

EXHIBIT D: HARMONY DESIGN & ENGINEERING PROPOSAL

FOR TOWN OF JACKSON 2023 PATHWAY SAFETY IMPROVEMENTS (4 pages)

EXHIBIT E: PRICE PROPOSAL (1 page)

EXHIBIT A: SCOPE OF SERVICES

The following scope assumes that the proposed improvements will only include chicane gates, pavement surfacing and color, and signage only.

Task 1 - Existing Material Review and Summary Report

Review of existing conditions, conduct a site visit and coordination meeting, prepare Existing Material Review and Summary Report. A draft Table of Contents for the report includes:

1. Introduction
 - a. Existing Conditions
 - b. Conflicts and Issues
2. Options
3. Recommendations
4. Next Steps
 - a. Implementation including anticipated permitting and procedural requirements

Deliverable: Summary Report

Task 2 - 50% Plan Set and Permit Applications

Prepare preliminary (50%) engineering plans for pathway improvements at Garaman Park and the School District Athletic field area (on the portion that the Town of Jackson, Wyoming and Teton County, Wyoming hold an easement over) (the "Project Area") for chicane gates, signage, lighting, and pavement surface texturing or coloring. We have assumed that detailed grading or pathway additions will not be included. Preliminary Improvement Plans to include:

- Cover
- Existing Conditions
- Demolition Plan
- Site Plan (with aerial, property lines, easements, utilities, improvement locations)
- Traffic Control and Construction Staging Plan
- Cross Sections
- Details (signage, lighting, structures, markings, etc.)

Deliverable: 50% Plan Set, Preliminary Cost Estimate, Pre-Application Conference Requests as needed

Task 3 - Final Plan Set and Project Manual

Prepare 100% final plans and contract documents for bidding and permit applications as needed. A final engineer's estimate of probable cost will be prepared along with the Bid Form and other Contract Documents using EJCDC templates.

Deliverable: Final Plan Set and Project Manual, Final Cost Estimate, Permit Applications as needed (the Documents")

Task 4 – Bidding

During the bidding stage, Harmony will assist by attending a pre-bid meeting, answering questions and preparing bid addendums as needed. We will also review and tabulate bid results from contractors.

Deliverable: Bid Tabulation

EXHIBIT B: SCHEDULE OF RATES



Expert Witness	\$ 390 /hr
Principal Engineer/Landscape Arch	\$ 170 /hr
Project/Survey Manager	\$ 160 /hr
Professional Engineer II	\$ 150 /hr
Professional Engineer I	\$ 138 /hr
Professional Landscape Architect II	\$ 150 /hr
Professional Landscape Architect I	\$ 138 /hr
Planner/Engineer	\$ 125 /hr
Professional Land Surveyor	\$ 149 /hr
Surveyor II	\$ 125/hr
Surveyor I	\$ 110/hr
Survey Technician	\$ 92/hr
Drafter	\$ 92/hr
Administration	\$ 81/hr

DIRECT EXPENSES & FEES

Print, B&W (8 ½"x11")	\$ 0.25 /copy	Lath/Hubs/Stakes	\$ 1.50 ea.
Print, B&W (11x17")	\$ 0.45 /copy	Spikes	\$ 2.69 ea.
Print, Color (8 ½"x11")	\$ 1.35 /copy	Mag nail	\$ 0.55 ea.
Print, Color (11x17")	\$ 2.75 /copy	Steel fence post	\$ 15.00 ea.
Print, B&W (24x36")	\$ 7.00 /sheet	Rebar/Control Point	\$ 6.00 ea.
Print, Color (24x36")	\$ 22.00 /sheet	Rebar & Aluminum cap	\$ 12.00 ea.
Print, B&W Mylar	\$ 22.00 /sheet	Flagging	\$ 2.90 /roll
Mileage	\$ 0.85 /mile	Marking Paint	\$ 7.50 /can
Trimble GPS	\$ 55.00 /hr	Aluminum pipe mon	\$ 60.00 ea.
Robotic Total Station	\$ 55.00 /hr		

Reimbursable expenses such as outside reproduction, deliveries, postage, fees paid on behalf of the client, and travel costs are charged as listed above or at cost plus 10%.

Rates are subject to change.

Effective January 1, 2023

**REQUEST FOR PROPOSALS FOR CIVIL DESIGN SERVICES
TOWN OF JACKSON 2023 PATHWAY SAFETY IMPROVEMENTS PROJECT
TOWN OF JACKSON, WYOMING**

Requested By: Town of Jackson, Wyoming

Proposal Due Date: 2:00 PM MST, Friday May 19th, 2023

Proposal Submission: via e-mail or hard copy delivered to:
Town of Jackson
c/o Brian Schilling
320 S. King St.
P.O. Box 1687
Jackson, WY 83001
bschilling@jacksonwy.gov

RFP Release Date: April 26th, 2023

Contact and Questions: Brian Schilling, Pathways Coordinator
bschilling@jacksonwy.gov

A. Introduction

1. Proposed Work

The Town of Jackson (Town) is requesting proposals for civil design services to prepare plans, technical specifications, and a bid schedule for installation of pathway safety and speed calming measures including chicane gates, signage, lighting, pavement surface texturing, and pavement coloring at up to two locations on the Town of Jackson pathway system.

2. Proposal Submission

Prospective Consultants must obtain the Proposal Documents from QuestCDN.com (the project website), project number 23-06. All official notifications, addenda, and other Proposal Documents will be offered via email only to prospective Consultants who have requested Proposal Documents through the project website. The Town will not be responsible for Proposal Documents, including addenda, if any, obtained from sources other than the designated website.

Proposals for the Town of Jackson 2023 Pathway Safety Improvement Project will be received by **Friday, May 19, 2023, at 2:00 PM MDT**. Questions regarding the RFP should be submitted at the project website. The deadline for questions is **Friday, May 12, 2023**, and responses will be provided by the Town no later than Wednesday, May 17, 2023. Refer to detailed submittal instructions in Section D of this RFP.

B. Background

Over the past several years, the Jackson Hole community has seen a significant increase in the use of e-bikes on the community's pathway system and town streets. This has been accompanied by growing concerns about the impacts of e-bikes and other fast-moving users on overall pathway safety. To address these concerns, in

September 2022, the Jackson Town Council approved several educational, regulatory, and engineering measures intended to reduce speeds on Town of Jackson pathways. The engineering elements include traffic calming/speed reduction measures in selected high-traffic areas consisting of a) chicane gates that deter high speeds by requiring users to navigate a tight turn, and b) pavement surface texturing and coloring that provide visual cues to promote a behavioral shift and reduced user speeds. The discussion with the Town Council proposed placing chicane gates at either end of the “slow zone” areas and that the pavement surfacing would delineate the extent of the slow zone areas. Examples of possible traffic calming features are provided below, but the specific treatments, layouts, and product types will be determined as part of the design services.

Example of Chicane Gates: <https://traffic-innovation.com/en/products/decorative-chicane-for-bike-lanes/>

Example of Pavement Surface Texture and Coloring: <https://hubss.com/streetprint-genuine-stamped-asphalt.php>

The two high-use areas preliminarily identified as candidates for slow zones are the Russ Garaman Park along Flat Creek and the recreation/athletic fields between Colter Elementary School and Jackson Hole Middle School. Other slow zone areas may be considered. Specific locations for the chicane gates and pavement treatments will be determined as part of the design services.

Russ Garaman Park: <https://www.google.com/maps/@43.4659144,-110.7882266,114m/data=!3m1!1e3>

Recreation/Athletic Fields: <https://www.google.com/maps/@43.4613033,-110.801849,250m/data=!3m1!1e3>

The Town intends to implement these measures in fall 2023 or spring 2024.

C. Scope of Services

1. Overview

The selected consultant (Consultant) will provide plans, technical specifications, and a bid schedule for traffic calming measures at up to two locations on the Town of Jackson pathway system. Traffic calming measures may include chicane gates, signage, lighting, pavement surface texturing, pavement coloring, and other appurtenances necessary for the safe implementation of the traffic calming measures. The project may include Town of Jackson and/or Teton County permits for grading or other planning requirements. The Consultant will conduct the project with assistance from the Owner's staff (specifically the Pathways Coordinator and Town of Jackson Public Works staff), and coordination with Teton County School District #1 and other stakeholders as needed.

2. Project Deliverables

2.1. Existing Material Review and Summary Report

- Review the recommendations from the Pathways Task Force and the direction from the Town Council from September 2022 pertaining to pathway safety and e-bike usage.
- Staff report: <https://jacksonwy.portal.civicclerk.com/event/1740/overview>
- Review standards and guidelines for pathway design, including AASHTO, MUTCD, and PROWAG.
- Conduct a field visit to identify constraints and opportunities for traffic calming measures.
- Evaluate safety concerns and measures for chicane gates, including lighting and signage.
- Evaluate ADA concerns and requirements for chicane gates and pavement texturing.
- Investigate best practices and options for pathway surface texturing and coloring.

- Prepare a summary report with recommendations for the proposed traffic calming measures, noting preliminary locations of the various project components, and identifying known design options, issues, permitting requirements, and other obstacles or constraints.

Task Deliverables:

- ✓ *Summary Report*

2.2. 50% Design

- The Consultant will prepare 50% plans with typical cross sections, site topography (as needed), utilities (as needed), product specifications, traffic control plan, estimated cost, and other items identified by the Consultant.
- Depending on estimated project cost, the design may be revised to address fiscal constraints.
- As needed, applications to the Town of Jackson and/or Teton County Planning Department(s) for a pre-application conference to determine what permits will be required.

Task Deliverables:

- ✓ *50% Plan Set*
- ✓ *Pre-Application Conference Request(s) (if needed)*

2.3. Final Plans and Project Manual, Permits

- Following Owner's review and approval of the preliminary plan, the Consultant shall prepare the project manual and final plans to include:
 - Complete set of aerial photo plan/profile sheets and typical section(s) for all proposed pathway improvements, including existing and proposed contours, spot elevations, pathway centerline, gate locations, right-of-way/property lines, utility locations, finish grading details, traffic control and pathway detour plan, revegetation details, and other miscellaneous related items or plan details sufficient for review and approval by Town personnel.
 - Miscellaneous details including signage, lighting, pathway markings, and drainage structures.
 - Identification of any temporary and/or permanent easements required to construct the project.
 - Identification of potential construction staging areas and access points.
 - Final contract bid documents including Invitation for Bids, Instructions to Bidders, Bid Form/Schedule, General Conditions, Supplementary Conditions, Technical Specifications, and standard forms suitable for agency review and approval. The Bid Schedule will generally consist of estimated quantities for pathway demolition and removal, excavation, pit run, base course, and asphalt quantities, drainage structures, and other appropriate unit cost items such as chicane gates, signage, lighting, erosion control devices, utility connection and relocation, and revegetation. "Mobilization" and "Traffic Control" lump sum bid items will also be included in the Bid Schedule.
- Construction cost estimate.
- Other items identified by the Consultant.
- As needed, applications to the Town of Jackson and/or Teton County Planning Department(s) for Grading and Erosion Control permits or other permits.

Task Deliverables:

- ✓ *Final Plan Set and Project Manual*
- ✓ *Cost Estimate*
- ✓ *Permit Applications (if needed)*

2.4. Bidding

- The Consultant shall provide assistance during the bidding process to answer any questions related to materials prepared by the Consultant, attend the pre-bid conference, and review and tabulate bid results based on the Bid Schedule.

Task Deliverables:

- ✓ *Bid Tabulation*

D. Proposal Format and Content

1. Submittal Instructions

Proposals for this Town of Jackson 2023 Pathway Safety Improvement Project will be received through **Friday, May 19, 2023 at 2:00 PM MDT** via e-mail to bschilling@jacksonwy.gov or delivered to the Jackson Hole Community Pathways (Town/County Pathways) office at 320 South King St., Jackson, WY 83001. E-mailed proposals in PDF format shall be sent with the subject line: "Proposal: Town of Jackson Pathway Safety Improvement Project". Hard copy proposals shall be sealed in an envelope plainly marked with the Proposer's name and the title "Town of Jackson Pathway Safety Improvement Project". The Town reserves the right to reject any or all proposals submitted, in whole or part, and to waive as an informality any irregularities contained in any proposal/bid. The proposal will remain subject to acceptance for 60 days after the submission deadline.

Proposal Submittal: The Consultant must at a minimum either submit an electronic copy of the proposal in PDF format or one (1) hard copy of the proposal as described above. Electronic copy is preferred, but hard copy is acceptable if electronic submittal is not possible.

RFP Understanding: Please review this RFP carefully to ensure your understanding of all Town requirements prior to developing your proposal. Proposals shall clearly reflect an understanding of an agreement with the stated requirements. Submission of a proposal indicates acceptance of the conditions contained in the RFP unless clearly indicated otherwise.

2. Content

Mandatory Proposal Contents: Prepare and submit the following in a brief, narrative format or other stated format (maximum of 8 pages in the order noted):

2.1. Basic Information – 1 page

- Contact Person name, firm name, address, telephone number, and email address.
- Subconsultant name(s).
- Primary office location(s) where the services and work will be performed, and the percentage of activities of other office/subconsultant offices involved in performing the services and work.

2.2. Experience – max. 3 pages (not including Team member resumes)

- Describe the firm's (and subconsultant's, if applicable) experience on at least three projects, with at least one being a project with a similar scope, size, and complexity as described in the Scope of Services.

- Describe the proposed project team members' experience on projects of similar scope, size, and complexity as described in the Scope of Services. Provide a resume for each team member, including but not limited to, the Project Manager and other Key Personnel (defined as anyone with authority to direct the project, which may include and is not limited to managers at varying levels), technical support staff, and subconsultants, if any, that highlights past performance on similar studies or qualifications. Limit each resume to one page.

2.3. References

- For the three (3) relevant projects referenced above, include the name of the reference entity, a brief statement describing the relationship between the Proposer's firm or proposed subconsultant's firm, as applicable, and the reference entity, and the name, title, email address, and telephone number of a contact person at the reference entity, for the Proposer's firm and each proposed subconsultant's firm, if any.

2.4. Approach – max. 2 pages

- Consultant shall describe their approach to the scope of work, highlighting any outstanding features, qualifications, and experience relevant to performing the technical work, including the project management.

2.5. Project Timeline – 1 page

- The Town anticipates completion of the project within three months. A general timeline for key milestones is provided below, based on an assumed contract award date:

Task/Milestone	Delivery Date
RFP Release	April 26
Question Period	April 26-May 12
Proposal Deadline	May 19
Contract Award	June 5
Task 2.1 – Review of Existing Materials and Summary Report	July 7
Task 2.2 – 50% Design Plans	August 4
Task 2.3 – Final Plans and Project Manual	September 1

- Consultant shall include a detailed schedule showing completion dates for subtasks and deliverables.

2.6. Organizational Capacity – max. 1 page

- Demonstrate the Consultant's organizational capability to provide the work described in the Scope of Services for the duration indicated in the Project Timeline.

3. Price Proposal

The Consultant shall prepare the cost proposal as an all-inclusive contract price, including but not limited to: consulting services, travel costs, consumables and incidentals. At a minimum, each sub-task of the scope of work (1.1, 1.2, 1.3, etc.) must be itemized on the cost proposal. The Consultant is encouraged to add additional cost breaking points for other anticipated costs not explicitly identified in this RFP. The Owner and Consultant reserve the option to negotiate the final scope of work and fee based on the initial price proposal.

Price Proposals and a Schedule of Rates shall be submitted as a separate PDF document if submitted via e-mail or in a separate sealed envelope if submitted via hard copy.

Any costs incurred by the Consultant in responding to this RFP in anticipation of receiving a contract award shall be the responsibility of the Consultant submitting the response. The Town shall not reimburse the Consultant for any such expenses. The Consultant shall include in the Price Proposal the kick-off meeting and any Consultant-proposed on-site visits.

4. Evaluation Criteria

The Selection Committee will evaluate the submittals based on the following criteria:

CRITERIA	MAX SCORE
Proposal Format	10
Project Approach	25
Experience	35
Personnel and Staffing Plan	30

The total possible score is 100, and each proposer will be scored by each member of the Selection Committee in each of the above categories. The project will be first offered to the proposer with the highest average total score.

5. Legal Notes

All documents submitted to the Town may be deemed public records subject to examination and inspection by third parties. The Town reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal, or other writing submitted pursuant to this RFP.

The Town reserves the right to reject any or all Proposals or accept what is, in its judgment, the Proposal which is in the Town's best interest.

The Town reserves the right to accept a late submittal or to waive any technical defects or irregularities in any or all Proposals. The Town reserves the right to discuss Proposals with a Consultant whose submittals are reasonably susceptible to selection in order to clarify, assure a full understanding of, and ensure responsiveness to the solicitation requirements.



Statement of Qualifications

2023 Pathway Safety Improvements Project

Prepared For:

Town of Jackson, Wyoming
Brian Schilling, Pathways Coordinator
320 S. King St.
P.O. Box 1687
Jackson, WY 83001
bschilling@jacksonwy.gov



Submitted By:

Harmony Design & Engineering
5/19/2023
18 N Main Street, Suite 305, Driggs, Idaho 83422
80 E. Pearl Street, Suite E-1, Jackson, WY 83001
208.354.1331

EXHIBIT D

Approach

The Harmony Team approach to this project is centered on collaboration and commitment. The schedule for this project is relatively tight and will require close collaboration with Jackson Hole Community Pathways, Teton County School District No. 1, the Town of Jackson, and Teton County permitting staff. To keep this project on track, we are committed to regularly communicating project progress, budgets, and other items that will affect the project schedule and costs with the Pathways Coordinator.

As community members and pathway users, we share and understand the concerns highlighted by the Jackson Town Council regarding E-bikes and juvenile riders. With our understanding of the local area, expertise in design standards and best practices, and extensive regional experience in pathway design and construction, the Harmony Team is well-positioned to take the lead in implementing the recommendations from the Pathways Task Force. This advantage will enable us to make significant progress right from the start.

Task I - Existing Material Review and Summary Report

We have already reviewed the recommendations from the Pathways Task Force and directions from the Town Council pertaining to pathway safety and e-bike usage. Thus, upon receiving the notice to proceed, we can immediately begin combining these recommendations with our knowledge of AASHTO, MUTCD, and PROWAG standards into a comprehensive Summary Report.

To facilitate collaboration, we will also schedule a coordination meeting with the Harmony Team, Teton County Pathway Coordinator, and Town of Jackson Staff, as well as School District Facilities and Athletic Directors and any other critical partners such as the Pathways Task Force. Site visits will be conducted to the two identified high-use areas: Russ Garaman Park and Middle School Recreation Fields. These visits will enable us to gather crucial on-site information with insights from key project stakeholders.

With the recommendations from the Pathways Task Force in mind, we will thoroughly assess traffic calming measures with respect to limitations and opportunities at each site. Our evaluation will encompass the recommended interventions, including signage and markings, pavement texturing and coloring, chicanes, and enhanced lighting, as well as feasibility review of speed reduction humps and separation zones.

We will evaluate the effectiveness of these physical treatments and other interventions in addressing the specific issue of the use of E-bikes by young riders, while also taking into consideration potential unintended consequences that may arise, such as implications for ADA accessibility or snow removal. Our aim is to strike a balance between enhancing safety and addressing the challenges associated with E-bike riders, while ensuring inclusivity and considering the broader impacts on pathway users.

A draft Table of Contents for the report includes:

- I. Introduction
 - a. Existing Conditions
 - b. Conflicts and Issues
- 2. Options
- 3. Recommendations
- 4. Next Steps
 - a. Implementation including anticipated permitting and procedural requirements

Deliverable: Summary Report

Approach

Task 2 - 50% Plan Set and Permit Applications

Based on recommendations from the Summary Report, Harmony will prepare preliminary (50%) engineering plans for pathway improvements at each site. Items included in the plans will vary according to the interventions selected but are expected to include, at a minimum, a plan view layout with aerial imagery that shows the location of improvements, typical cross sections, and product details. If utilities are impacted, these will also be included, and site topography showing existing and proposed grades may be needed if more involved improvements such as adding separation zones are proposed.

Existing property lines and easements will be shown at this stage so that any potential temporary or permanent easements can be identified early on. Plans will also include a preliminary traffic control plan, with special consideration given to minimizing use disruptions. A preliminary cost estimate will be developed with each intervention broken out separately to help inform implementation.

Deliverable: 50% Plan Set, Pre-Application Conference Requests as needed

Task 3 - Final Plan Set and Project Manual

After 50% Plans are reviewed and approved, Harmony will prepare 100% final plans and contract documents for bidding and permit applications as needed. Final 100% Plans will include all items identified in the RFQ and will be detailed and suitable for bidding and construction. All necessary permits will be prepared and submitted with the plans for submittal to the appropriate agencies. A final engineer's estimate of probable cost will be prepared along with the Bid Form and other Contract Documents using EJCDC templates.

The Final Improvement Plans are expected to include:

- Cover
- Existing Conditions
- Demolition Plan
- Site Plan (with aerial, property lines, easements, utilities, improvement locations)
- Grading and Revegetation Plan (if needed) with contours and spot elevations
- Traffic Control and Construction Staging Plan
- Cross Sections
- Details (signage, lighting, structures, markings, etc)

Deliverable: Final Plan Set and Project Manual, Final Cost Estimate, Permit Applications as needed

Task 4 – Bidding

During the bidding stage, Harmony will assist by attending a pre-bid meeting, answering questions and preparing bid addendums as needed. We will also review and tabulate bid results from contractors.

Deliverable: Bid Tabulation

Project Timeline

The following is a proposed project timeline and schedule for subtasks based on the general timeline provided in the RFQ.

** indicates project milestone date*

Task	Due Date
Notice to Proceed	June 5 *
Task 1. BACKGROUND SUMMARY REPORT AND RECOMMENDATIONS	June 5 – July 7
Begin Summary Report	June 6
Collaboration Meeting and Site Visit	Week of June 12
Submit Summary Report	July 7 *
Task 2. 50% DESIGN	July 7 – Aug 4
Summary Report Review by Client	July 7 – July 14
Prepare 50% Plans	July 7 – July 25
Prepare Preliminary Cost Estimate & Pre-Application Requests	July 19 – July 25
Internal QA/QC Review	July 25 – Aug 3
Submit 50% Plans & Pre-Application Requests	Aug 4 *
Task 3. FINAL PLANS AND PROJECT MANUAL	Aug 4 – Sept 1
50% Plan Review by Client	Aug 4 – Aug 11
Prepare 100% Plans	Aug 4 – Aug 18
Prepare Project Manual	Aug 18 – Aug 25
Prepare Final Cost Estimate & Permit Applications	Aug 18 – Aug 25
Internal QA/QC Review	Aug 25 – Aug 31
Submit 100% Plans, Project Manual & Permit Applications	Sept 1 *
Task 4. BIDDING	TBD

EXHIBIT E: PRICE PROPOSAL

Price Proposal & Rate Schedule

The price proposal assumes that the improvements will only include chicane gates, pavement surfacing and color, and signage. It does not include detailed grading or pathway additions.

Task 1: BACKGROUND SUMMARY REPORT AND RECOMMENDATIONS

	Jen	Ted	Sarah	Allison	Task
	PRINCIPAL	ENG II	ENG I	PLANNER	Total
	\$170.00	\$150.00	\$138.00	\$125.00	
Internal team kick off	1.0	1.0		1.0	\$445.00
Compile design standards and best practices for traffic calming devices				12.0	\$1,500.00
Site visit & Coordination Meeting	2.0	2.0		2.0	\$890.00
Report writing & review	2.0	2.0		20.0	\$3,140.00
TOTALS	5.0	5.0	0.0	35.0	\$5,975.00

Task 2: 50% DESIGN

	Jen	Ted	Sarah	Allison	Task
Base map from aerial and GIS data			2.0		\$276.00
Plan layout for improvements		4.0	8.0		\$1,704.00
Traffic control plan			8.0		\$1,104.00
Cross sections			4.0		\$552.00
Details and compile plan set			8.0		\$1,104.00
Prelim quantities	0.5	2.0			\$385.00
QA/QC & Revisions	1.0	1.0			\$596.00
Pre-app conference		1.0		1.0	\$275.00
Project Management and pre-app	4.0			8.0	\$1,680.00
TOTALS	5.5	8.0	30.0	9.0	\$7,400.00

Task 3: FINAL PLANS AND PROJECT MANUAL

	Jen	Ted	Sarah	Allison	Task
Finalize plans		2.0	4.0		\$852.00
Project Manual		8.0			\$1,200.00
Final quantities		1.0			\$150.00
Final cost estimate		1.0			\$150.00
QA/QC & Revisions	1.0	1.0	2.0		\$596.00
Project Management	4.0			4.0	\$1,180.00
TOTALS	5.0	13.0	6.0	4.0	\$4,128.00

Task 4: BIDDING

	Jen	Ted	Sarah	Allison	Task
Prep and attend pre-bid meeting	1.0	2.0			\$470.00
Answer questions, prepare addendum	1.0	4.0			\$770.00
Bid Tabulation		1.0			\$150.00
TOTALS	2.0	7.0	0.0	0.0	\$1,390.00

PROJECT TOTAL \$18,893.00

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz / Floren Poliseo
Agenda Item:	Framework Agreement for Professional Services	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a Framework Agreement (Agreement) the public Works Department can use when it hires for professional service consultants, such as engineers, surveyors, architects, designers, landscape architects, and professionals in the fields of technical testing, geotechnical engineering, traffic analysis, and alternative transportation.

Requested Action.

Staff requests that Council review and consider the Agreement.

Recommendations.

Staff recommends approving the Agreement and authorizing the Mayor to execute it.

Background.

State Statutes require contracts be approved by Council and executed by the Mayor. Given the workload and necessity for outside assistance, the amount of work required for each contract adds process and time to the daily work of staff. In order to gain efficiency for projects within the approved budget that involve repeat consultants, contractors, and service providers, the Public Works Director, Town Manager, and Town Attorney discussed setting up "framework agreements."

Framework agreements are used when parties have more than a one-time transaction, and instead have ongoing, repeated contractual relations. The framework agreement outlines the primary perpetual terms and conditions between the parties (including insurance, indemnity, standards of care, termination, compensation, independent contractor status, standard miscellaneous provision) and allows the parties to have multiple, individual project agreements subsidiary to the master portion that detail specific work (i.e., an individual survey, a specific geotechnical analysis, a traffic study at one place). While the tech industry uses these agreements most frequently, they are appropriate and common for any long-term, ongoing business relationships.

Analysis & Key Policy Questions.

To ensure the Town complies with its legal obligations under statute with respect to contracts, while also allowing Public Works to enter basic, low-risk service contracts efficiently, the Legal Department created a template Framework Agreement. Thus, once the Council approves and executes a Framework Agreement with a specific service provider, consultant, vendor, etc., the Department Director is an authorized representative and executes project agreements for individual work.

The two primary benefits of the Framework Agreement are: 1) it enables staff to procure appropriate services at the time of need in a timely manner, and 2) the standard forms and process significantly reduce the amount of time staff and Council commit to securing contracts and approvals.

Key Policy Question 1: Does Council approve of implementing the Framework Agreement in advance of identifying service providers individually? and staff bringing Agreements to Mayor for signature once agreed with each provider?

- Staff recommendation: Council make the motion below, thus approving the standard template Framework Agreement attached to this staff report, and resulting in authorization for the Mayor to execute the standard template Framework Agreement with repeat service providers.

Key Policy Question 2: Does Council approve of the Department Director executing individual project agreements for each service provider after an executed Framework Agreement is in place?

- Staff recommendation: Council authorize Department Directors to execute project agreements as needed for individual projects, tasks, consultancies, etc.

Possible Alternatives.

Town Council may choose to:

1. Elect not to approve the Agreement for yet-to-be-specified service providers and direct staff to bring each provider's Agreement to Council for approval.
2. Approve a consortium of known service providers listed by staff and authorize the Mayor to execute Agreements with those providers specified.
3. Establish criteria for the Agreement and Projects to be brought to Council for approval. For example, setting an annual expenditure threshold for a specific provider that would trigger the need for individual approval, or setting a maximum amount under which a Department Director could execute a project agreement.
4. Reject Framework Agreements, thus continuing with the standard practice in place.

Comprehensive Plan & Priority Alignment.

Vendors that provide services to Public Works help the Town maintain its role in Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision.

Fiscal Impact.

There is no fiscal cost to establishing Agreements with the service providers. Each Project would be funded either by its relevant project fund, a professional services fund, or reimbursed by an applicant for third party reviews. If an individual Agreement or Project would require funding that deviates from what is included in an approved budget, staff would bring the information to Council for review and approval of a budget reallocation or amendment.

Staff Impact.

Staff from Public Works Administration, Engineering, and Street Divisions, and the Legal and Finance Departments have spent approximately 25 hours collectively on this item. If this item is approved by Council, staff anticipates that completion of each Project Agreement under the Framework Agreement will require approximately 2 hours of work by staff to administer.

Attachments or Links.

Framework Agreement for Professional Services

Suggested Motion.

I move to:

1. approve the Framework Agreement for Professional Services and authorize the Mayor to execute such agreements for repeatedly hired consultants, contractors, and vendors, subject to minor changes by staff.
2. approve the Project Agreement Form and authorize the Department Director to execute the Project Agreements.

FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES

This Framework Agreement for Professional Services ("*Agreement*") sets forth the terms and conditions of services to be provided by _____, whose address is _____, _____, _____ ("*Consultant*") to the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 ("*Town*").

1. Overview of Agreement.

- A. This Agreement provides the terms and conditions on which Consultant will provide the professional, technical, and consulting services described in this Agreement and the project agreements to the Town ("*Services*").
- B. Consultant will perform the Services through individual project agreements which will be authorized by the issuance of a project agreement in substantially the form attached as Exhibit A and signed by an authorized representative of both Parties ("*Project Agreement*").

2. Professional Services.

- A. Each Project Agreement executed under this Agreement will be a part of this Agreement as if fully included within its body. In the event of any conflict between the body of this Agreement and any Project Agreement, the terms and conditions of this Agreement shall prevail and govern.
- B. Unless otherwise agreed by the Parties, each Project Agreement will include: (i) a description of the Services to be performed by the Consultant thereunder; (ii) Town's responsibilities relating to the Consultant's performance of the Services thereunder; (iii) a list of significant tasks to be completed, including, without limitation, applicable commencement and completion dates or expected project duration; (iv) a listing of any materials and other items that Consultant will deliver to the Town hereunder ("*Work Product*"), including, without limitation, any applicable delivery dates and any specifications, templates and/or formats to which the Work Product is required to materially conform; (v) a listing of any data or other information to be submitted by the Town to the Consultant, including any applicable submission dates and any instructions, specifications, templates and/or formats governing the submission of such data or other information; (vi) method of compensation to the Consultant (e.g., time and materials, fixed price, or otherwise) and other appropriate pricing terms; and (vii) any other information or provisions the Parties agree to include.
- C. The Consultant agrees to supply and deliver the Work Product and perform the Services specified in the Project Agreement(s) in a professional manner and in accordance with this Agreement and the Project Agreement(s). Notwithstanding the foregoing, the Town acknowledges that Consultant's ability to perform will require the Town to timely perform certain tasks and provide certain tangible and intangible items. The Town hereby agrees to perform its obligations hereunder, and the Parties acknowledge that the Town's failure to perform such obligations may adversely affect the Consultant's ability to meet its performance obligations under the conditions contemplated by the Project Agreement. The Parties hereby agree to negotiate in good faith to arrive at an equitable adjustment to the fees payable under a Project Agreement and the terms of this Agreement to compensate the Consultant for such additional effort and costs directly caused by the Town's delay. In addition, Consultant shall not be deemed to be in default under this Agreement for any delays or failure to meet its obligations if based on the Town's actions, omissions or failure to meet its performance requirements.
- D. Either Party may propose changes to the scope of Services provided by the Consultant under any particular Project Agreement. Proposed changes shall be effected through written change orders

which shall constitute amendments to this Agreement and the applicable Project Agreement ("*Change Orders*").

3. Termination and Remedies.

- A. This Agreement and/or any Project Agreement(s) issued under it may be terminated for any reason by either Party upon thirty (30) days written notice to the other Party or by either Party by written notice to the other Party in the event such other Party materially breaches any of its material obligations as set forth in this Agreement and/or any Project Agreement(s) issued under it and fails to cure such breach within thirty (30) days after written notice thereof from such notifying Party.
- B. Should this Agreement and/or any Project Agreement be terminated under this Section, the Town and Consultant shall make good faith efforts to reach mutual agreement on the Services necessary to close out such Project Agreement. If the Town plans to continue the Project specified in the Project Agreement, Consultant shall assist in smoothly transferring the conduct of the Project to the Town or its designate.
- C. If this Agreement or any Project Agreements(s) issued thereunder are terminated by the Town pursuant to this Section, the Town will be entitled to retain the Work Product only to the extent paid for by the Town.
- D. In the event of termination of this Agreement and/or any Project Agreement(s) issued under it pursuant to this Section, the Town will pay Consultant for all Services performed under this Agreement (where the Agreement is terminated) or the terminated Project Agreement(s) (inclusive of Work Product provided thereunder), through the effective date of termination.

4. Compensation and Payment Terms.

- A. Consultant shall be paid for the Services as set forth in the applicable Project Agreement.
- B. All invoices shall be due upon receipt by the Town. Any payment that is not paid within forty-five (45) days of its due date will accrue interest at a rate of 1.5% per month from the due date until paid.
- C. If the Town disputes any invoice, or any charge or amount on any invoice or any charge for Services, and such dispute cannot be resolved promptly through good faith discussions between the Parties, the Town will pay the amounts due under the applicable Project Agreement, less the disputed amount, provided that the Town and Consultant will diligently proceed to work together to resolve any disputed amount.

5. Independent Contractor Status. It is understood and agreed that Consultant will provide the Professional Services as an independent contractor and that during the performance of the Professional Services, Consultant (and any employees thereof) will not be considered employees, partners, agents, or joint venture partners of the Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Neither Consultant (nor any employees thereof) shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.

6. Place of Performance. The Consultant shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or administrative support by the Town. Consultant shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Professional Services that is agreed to be performed in accordance with this Agreement.
7. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given three (3) business days after deposit in the United States mail, certified, postage pre-paid, at the addresses above.
8. General Provisions.
 - A. Entire Agreement; Amendment. The parties agree that this Agreement 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 Agreement. No amendment of this MOU shall be effective unless in writing and signed by both parties.
 - B. Waiver. A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.
 - C. Governing Law, Jurisdiction, Construction. This Agreement 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 Agreement, 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 Agreement 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.
 - D. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.
 - E. Governmental Immunity. The Town does not waive its respective governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
 - F. 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 Agreement shall not be construed so as to create such status. The Parties to this Agreement intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this Agreement, 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 Agreement.
 - G. 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) 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 Agreement as of the Effective Date.

CONSULTANT,

_____(write name)
_____(title and corporate name)

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

By: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Exhibit A

Framework Services Agreement Project Agreement Form

This Project Agreement Number _____, together with the attached Framework Services Agreement between _____ (“*Consultant*”) and the Town of Jackson (“*Town*”) (“*Agreement*”), contain the full and complete understanding of the Parties and supersede all prior agreements and understandings between the Parties with respect to the entire subject matter of this Project Agreement. Only a written instrument signed by an authorized representative of each Party may amend this Project Agreement.

All capitalized terms not defined herein will have the meanings given them in the Agreement.

1. Term.
2. Services to be Performed. Consultant will perform the tasks and responsibilities described below:
3. Work Product and Schedule of Performance.
4. Compensation.
Method: *[check one]*
 - ☐ Time and Materials Basis:
 - ☐ Rates for professional fees shall be as set forth below. *[may be attachment or set forth here]*
 - ☐ Fixed Price Basis. Fixed Price, as follows:
 - ☐ Other Basis. *[Specify method of compensation.]*
5. Additional Resources and Responsibilities of Consultant. *[may be “not applicable”]*
6. Additional Resources and Responsibilities of the Town; Other Assumptions. *[may be “not applicable”]*
7. Other Provisions. *[may be “not applicable”]*

The terms of this Project Agreement are agreed to by.

CONSULTANT,

TOWN OF JACKSON,

By: _____, _____

By: _____, Director Public Works

STAFF REPORT



Meeting Date:	5 June 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Legal / Public Works	Presenter:	Lea Colasuonno and Floren Poliseo
Agenda Item:	Agreement with Silver Star for right-of-way coordination, permitting, and inspection services	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider and approve entering an Agreement with Silver Star Telephone Company (Silver Star) for right-of-way coordination, permitting, and inspection services.

Requested Action.

Staff requests Council review of the Agreement.

Recommendations.

Staff recommends approving the Agreement as presented.

Background.

Silver Star currently has a Franchise Agreement with the Town that commenced on March 7, 2011 and will terminate after four consecutive 5-year terms in 2031, unless otherwise terminated in accordance with the terms of that Franchise Agreement. Silver Star is a nonexclusive provider of communications systems in town, and seeks to install SilverLight, an open access fiber optic network to deliver voice and broadband services within the Town of Jackson. This network will be made available to local users through other telecommunications providers.

The current Franchise Agreement provides for installation of systems within the Town's right-of-way (ROW) and establishes requirements such as not interfering with use of Town ROW and restoring it to equal or better condition than prior to disturbance in the course of Silver Star operations and maintenance activities.

The proposed SilverLight installation will disturb significant portions of Town streets and will result in new infrastructure both above and below ground. Silver Star estimates that the project will be completed by October 31, 2027.

Analysis & Key Policy Questions.

The new proposed Agreement (attached) would be supplementary to the existing Franchise Agreement in order to accommodate this new network installation and describes the permitting and payment terms for performing this work in phases through multiple areas of town. Review and approval processes for the planned work in advance of installation will ensure that community disruption is mitigated to the extent possible. The proposed payments will help recover some of the costs associated with the necessary reviews and inspections so that staff can continue performing existing roles and responsibilities for core services provision.

Possible Alternatives.

Council may choose to:

1. Approve the Agreement as presented
2. Direct staff to modify one or more terms of the Agreement
3. Make no motion, or vote against a motion to approve the Agreement

Comprehensive Plan & Priority Alignment.

This project enhances Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision, particularly as it relates to the Town's role in coordinating with independent service providers.

Fiscal Impact.

As detailed in the proposed Agreement, the Town will invoice Silver Star monthly for right-of-way coordination, permitting, and inspection services necessary to the SilverLight installation. The total cost of these services to Silver Star will not exceed \$35,100 in calendar year 2023, and the not-to-exceed amount will increase 3% each year until the project is complete.

Staff Impact.

Staff from Town Administration, Legal, and Public Works Departments have contributed approximately 20 hours to coordinate with Silver Star, define a process and agreed terms for the SilverLight installation, and create the Agreement and this staff report.

Attachments or Links.

Agreement Between Town of Jackson and Silver Star Telephone Company

Suggested Motion.

I move to approve the Agreement between the Town and Silver Star Telephone Company, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

**AGREEMENT BETWEEN TOWN OF JACKSON AND
SILVER STAR TELEPHONE COMPANY**

1. **Parties.** This Agreement ("Agreement") is made and entered into by and between the Town of Jackson ("Town"), whose address is 150 E. Pearl Avenue, P.O. Box 1687, Jackson, WY, 83001, and Silver Star Telephone Company, Inc. ("Silver Star"), 104101 US Highway 89, P.O. Box 226, Freedom, WY, 83120. The Town and Silver Star maybe referred to herein jointly as the "Parties."
2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the parties agree that the installation of Silver Star's SilverLight Network, defined as an open access fiber optic network that will deliver voice and broadband services within the Town of Jackson, shall be completed within the Town of Jackson Public Right-of-Way.
3. **Term.** This Agreement shall remain in full force and effect, for the period in which Silver Star is completing the installation of its SliverLight Network. It is estimated that the installation shall be completed by October 31, 2027. This Agreement shall automatically renew until such time as either party formally requests cancellation or termination.
4. **Termination.** This Agreement may be terminated if agreed to by both parties.
5. **Payment.** The Town shall invoice Silver Star monthly for inspection, permitting, and right-of-way coordination services necessitated by the installation of the SilverLight Network, and which are and completed by a Town employee, agent, or contractor ("Town ROW Services").
 - a. *Rate:* The rate of pay shall be \$45.00 per hour in 2023. Each calendar year for Term, the per hour rate shall increase 3%.
 - b. *Invoice and Remittance:* The Town shall invoice Silver Star monthly and payment shall be remitted within 30 days of the invoice date. Invoicing shall include documentation of services performed (e.g., timesheets).
 - c. *Amount Not To Exceed:* It is estimated that approximately 30 hours per week will be required for the inspection and permitting of the SilverLight Network and that work is limited to the dates of April 15 to October 15 annually (26 weeks). The parties hereby agree that payment shall not exceed \$35,100 in calendar year 2023, inclusive of all services performed whether or not said services exceed the estimated 30 hours per week. Each calendar year for Term, the not-to-exceed amount shall increase 3%.
6. **Responsibilities of Silver Star.** Silver Star agrees to complete the installation of its SilverLight Network within the Town right-of-way in compliance with Town of Jackson encroachment permitting process and in conformance with the Franchise Agreement between the parties.
7. **Responsibilities of the Town.** The Town agrees that the Town ROW Services shall be documented with daily logs and that it will provide Silver Star with copies of such logs. The Town shall ensure Town ROW Services are performed in a timely manner and shall work with Silver Star construction manager to coordinate Town ROW Services so as not to unnecessarily disrupt the construction work.
8. **Responsibilities of the Parties.** The Parties agree to collaborate and work together toward the swift resolution of any issues that may arise as a result of the Town ROW Services.
9. **General Provisions.**
 - a. *Entire Agreement; Amendments.* The parties agree that this Agreement, including all Exhibits and Attachments hereto, reflects the entire agreement between the parties as to the subject matter

hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

- b. *Governing Law, Jurisdiction, Construction.* This Agreement 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 Agreement, 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 Agreement 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.
- c. *Severability.* If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- d. *Immunity.* The Town does not waive its immunity by entering into this Agreement, and retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- e. *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 Agreement shall not be constructed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties hereto, and shall insure solely to the benefit of the parties. The parties intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- f. *Counterparts.* This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

In witness thereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed below.

Silver Star Telephone Company, Inc.

By: _____

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as the
_____ of the Silver Star Telephone Company, Inc. this ____ day of
_____, 2023.

Witness my hand and official seal.

Notary Public
My Commission Expires:

TOWN OF JACKSON

BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2023.
Witness my hand and official seal.

Notary Public
My Commission Expires:

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	FY24 Adopted Budget Public Hearing	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to conduct a public hearing on the Town of Jackson's Fiscal Year 2024 budget.

Requested Action.

Staff requests that the Mayor & Council conduct a public hearing and approve the attached resolution later in the meeting.

Recommendations.

Staff recommends that the Mayor & Council conduct the public hearing and approve the attached resolution later in the meeting.

Background.

The Mayor and Council are required by statute 16-4-109 and sound fiscal management practice to formally adopt an annual budget. A budget hearing must be held not later than the third Tuesday in June. After holding a public hearing, Council must adopt a budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1. By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship.

Analysis.

Town staff continues to work to balance current needs while preparing for a positive future, recognizing our responsibility to future generations. Fiscal transparency is a key priority, and this budget was prepared in accordance with applicable Wyoming Statutes and Town Ordinances. The proposed FY24 budget strives to:

- Invest in the Town's incredible employees to retain and recruit staff that provide the services our community relies on.
- Work to complete capital projects to continue to provide important core services, enhance quality of life, and move us towards our transportation goals.
- Implement Council's two-year workplan.
- Rely on traditional funding resources, striving to keep increases modest wherever possible.
- Work to reorganize for the 21st Century and find internal efficiencies in the Town organization.

This budget includes a 0.5 Property Tax mill assessment. With adoption of the budget, staff will follow the procedure and request the County Assessor assess 0.5 property tax mills within the Town of Jackson.

Below staff has provided a summary of the proposed Fiscal Year 2024 Budget including all changes directed by Council to date.

**TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2024
ALL FUNDS - FINANCIAL SOURCES AND USES**

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$ 17,489,035	\$ 9,314,534	\$ 25,177,200	\$ 15,583,345	\$ 4,053,135	\$ 71,617,248
Revenues:						
Taxes	12,512,280	1,425,211	10,000,000	-	-	23,937,491
Licenses & Permits	1,461,623	867,000	-	-	-	2,328,623
Intergovernmental	15,407,435	15,008,954	5,368,933	-	-	35,785,322
Charges for Services	382,558	2,256,492	-	6,394,555	7,439,708	16,903,313
Fines & Forfeitures	385,000	-	-	-	-	385,000
Miscellaneous Revenue	894,012	919,301	670,044	431,280	121,600	3,036,237
Total Revenues	31,472,908	20,476,958	16,038,977	6,825,835	7,561,308	82,375,986
Transfers In	2,064,578	4,582,266	10,036,486	362,662	401,000	17,446,992
Total Sources	33,537,486	25,059,224	26,075,463	7,188,497	7,962,308	99,822,978
Expenditures:						
General Government	8,045,020	635,970	11,191,190	-	5,593,812	25,465,992
Public Safety	11,761,816	-	1,181,975	-	527,600	13,471,391
Public Works	3,576,843	-	8,041,622	8,363,890	3,104,971	23,087,326
Community Health & Human Services	1,240,106	-	-	-	-	1,240,106
Community Initiatives	455,675	1,576,530	-	-	-	2,032,205
Transit	-	20,303,181	-	-	-	20,303,181
Culture & Recreation	2,065,006	1,072,000	8,964,548	-	-	12,101,554
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	729,902	-	-	-	-	729,902
Total Expenditures	27,874,368	23,587,681	29,379,335	8,430,860	9,226,383	98,498,627
Transfers Out	9,475,325	1,834,512	763,662	5,282,556	90,937	17,446,992
Total Uses	37,349,693	25,422,193	30,142,997	13,713,416	9,317,320	115,945,619
Ending Fund Balance	\$ 13,676,828	\$ 8,951,564	\$ 21,109,666	\$ 9,058,426	\$ 2,698,123	\$ 55,494,607
Change in Fund Balance	(3,812,207)	(362,970)	(4,067,534)	(6,524,919)	(1,355,012)	(16,122,642)

Per Council direction, Community Health & Human Services is the remaining item for discussion. The current proposed budget funded 13 local agencies in the amount of \$1,172,856. Eight (8) agencies requested funding exceeding their FY2023 appropriation. The proposed budget reduced those requests to equal the FY2023 appropriation. Council discussed adding back 20% (\$44,657) and 50% (\$111,642) for these eight (8) agencies.

COMMUNITY HEALTH & HUMAN SERVICES

EXPENDITURE DESCRIPTION	FY2021 ACTUAL	FY2022 ACTUAL	FY2023 AMENDED	FY2023 ESTIMATED	FY2024 REQUESTED	FY2024 RECOMM'D	DIFFERENCE	% CHANGE FY23 Est.	20%	50%
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	---	-	-
Community Entry Services	50,000	61,500	130,000	130,000	180,000	130,000	(50,000)	0.0%	10,000	25,000
JH Community Counseling	103,000	113,650	119,335	119,335	181,000	172,410	(8,590)	44.5%	1,718	4,295
Teton Youth & Family Services	181,280	256,250	308,904	308,904	408,904	308,904	(100,000)	0.0%	20,000	50,000
Children Learning Center	106,840	117,011	117,011	117,011	151,291	117,011	(34,280)	0.0%	6,856	17,140
Senior Center	103,330	116,505	133,981	133,981	142,020	133,981	(8,039)	0.0%	1,608	4,020
Community Safety Network	49,000	56,375	62,000	62,000	70,000	62,000	(8,000)	0.0%	1,600	4,000
ONE22	82,500	102,500	150,000	150,000	162,000	150,000	(12,000)	0.0%	2,400	6,000
Curran-Seeley	53,075	56,902	53,075	53,075	-	-	-	-100.0%	-	-
Teton Literacy Program	22,000	18,900	26,800	26,800	26,800	26,800	-	0.0%	-	-
DUI/Drug Court	54,427	42,938	41,951	41,951	42,250	42,250	-	0.7%	-	-
CLIMB Wyoming	5,000	6,125	6,125	6,125	6,125	6,125	-	0.0%	-	-
Hole Food Rescue	20,000	20,000	25,000	25,000	25,000	25,000	-	0.0%	-	-
JH Children's Museum	15,000	15,680	20,000	20,000	20,000	20,000	-	0.0%	-	-
Immigrant Hope Wyoming Idaho	5,000	5,625	5,625	5,625	8,000	5,625	(2,375)	0.0%	475	1,188
Voices JH	-	10,000	15,000	15,000	15,000	15,000	-	0.0%	-	-
Cultivate	5,000	6,125	6,500	6,500	-	-	-	-100.0%	-	-
Childcare	-	10,390	100,000	50,000	25,000	25,000	-	-50.0%	-	-
Total Community Health & Human Services	\$ 855,452	\$ 1,016,476	\$ 1,321,307	\$ 1,271,307	\$ 1,463,390	\$ 1,240,106	\$ (223,284)	-2.5%	\$ 44,657	\$ 111,642

Key Question? Does Council want to adjust funding for Community Health & Human Services?

In addition, Council discussed eliminating the requested funding for South Town START on Demand service from the START FY24 funding request and adding to the START budget request for START On Demand service for East Jackson. This direction reduces the overall START budget request for FY24 by \$237,075, while increasing the START on Demand service for East Jackson only from 1,035,925 to 1,325,925.

Possible Alternatives.

Direct staff to amend the proposed budget for Community Health & Human Services.
Direct staff to amend the proposed budget.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

Staff Impact.

The staff impact of preparing this information is estimated at over 350 hours for all department members participating in preparing budget requests and internal staff meetings.

Attachments or Links.

Resolution 23-10 adopting the Fiscal Year 2024 Budget

Suggested Motion.

Option 1

No motion, action taken on the Resolution later on in the agenda.

OR

Option 2

I move to direct staff to revise Resolution 23-10 adopting the Town of Jackson's fiscal year 2024 budget as follows:

-

RESOLUTION 23-10

A RESOLUTION ADOPTING THE FISCAL YEAR 2022 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2024 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2024
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$17,489,035	\$ 9,314,534	\$25,177,200	\$15,583,345	\$ 4,053,135	\$ 71,617,248
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Licenses & Permits	1,461,623	867,000	-	-	-	2,328,623
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Community Initiatives	455,675	1,576,530	-	-	-	2,032,205
Transit	-	20,303,181	-	-	-	20,303,181
Culture & Recreation	2,065,006	1,072,000	8,964,548	-	-	12,101,554
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	729,902	-	-	-	-	729,902
Total Expenditures	27,874,368	23,587,681	29,379,335	8,430,860	9,226,383	98,498,627
Transfers Out	9,475,325	1,834,512	763,662	5,282,556	90,937	17,446,992
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Change in Fund Balance	(3,812,207)	(362,970)	(4,067,534)	(6,524,919)	(1,355,012)	(16,122,642)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2024:

General Fund	
General Government	
Mayor & Town Council	\$ 397,348
Town Attorney	731,370
Municipal Judge	318,646
Administration	471,737
Town Clerk & Personnel	1,016,974
Finance	800,802
Community Development	808,144
Information Technology	1,113,490
Planning	1,413,893
Town Facilities	972,616
Public Safety	
Police	6,452,212
Fire/EMS (County)	2,923,937
Emergency Management (County)	160,169
Communications Center (County)	801,038
Victim Services	434,227
Animal Shelter/Control	461,778
Building Inspections	528,455
Public Works	
Public Works Administration	472,478
Streets	2,253,678
Town Engineer	791,825
Yard Operations	58,862
Health and Welfare	
Social Services	1,240,106
Community Development	
Community Promotion	455,675
Culture and Recreation	
Parks & Recreation (County)	1,954,651
Pathways	75,862
Memorial Park (Cemetery)	34,493
Unallocated	
Town-Wide Services & Insurance	729,902
Transfers Out	9,475,325
Total	<u><u>\$ 37,349,693</u></u>
Special Revenue Funds	
Affordable Housing	
Community Development	\$ 1,571,530
Parking Exactions	
Community Development	5,000
Park Exactions	
Culture & Recreation	522,000
Employee Housing	
General Government	635,970
Transfers Out	101,781
Animal Care	
Transfers Out	55,000
Lodging Tax	
Culture and Recreation	550,000
Transfers Out	1,541,779
START Bus System	
Administration	2,029,987
Operations	7,578,456
Capital Outlay	10,694,738
Transfers Out	135,952
Total	<u><u>\$ 25,422,193</u></u>

Capital Projects Funds

Capital Projects (5th cent)

Public Works

Annual Street Maintenance	\$ 900,000
Annual R&M - Boardwalks	106,000
Annual R&M-Paint Projects	90,000
Stormwater Management Program	343,219
Downtown Pedestrian Project - Center St	20,000
Parking garage structural columns	25,000
Cemetery Privacy fence	29,295
General ROW Improvements	50,000

Pathways

TOJ Bicycle Network Improvements	125,000
Pathways Annual Cap. Repairs	25,000
E-Bike Safety Improvements	300,000
Bike Racks	7,000
Pathway Bench	5,000
USFWS Connector & North Cache	35,000
Scott Lane-Maple Way Bike/Ped	40,000

Culture and Recreation

Parks & Recreation (County)	8,047,548
SK- Patio/Airlock Replacements	30,000
Snow King Center Improvements - New Roof (ski club, 3 phases)	350,000

Public Safety

Fire/EMS (County)	504,160
Emergency Management	59,800
Hand-Held Radios (2)	25,000
Dispatch (County)	593,015

General Government

VH RepairRoof Internal Gutters	25,000
Vertical Harvest stairs, rails - repair and paint	30,000
Core Maintenance Facility	10,141,190
Fuel Island	720,000
Commercial properties radon remediation	25,000
Climate Action Projects	250,000

Transfers Out

763,662

2006 SPET

North King to Forest Service (Rec Center Roadway)	255,384
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2010 SPET

DC Fast Charging	-
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2014 SPET

North Cache Streetscape Phase II	10,000
Gregory Lane Complete St/Drainage	500,000

2016 SPET

West Broadway Landslide	20,000
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2019 SPET

Core Maintenance Facility	5,351,574
Thaw Well Design & Install	341,150
Total	<u>\$ 30,142,997</u>

Enterprise Funds

Water Utility

Public Works

Maintenance and operations	\$ 1,352,738
Water wells	348,171
Billing, accounting, & insurance	325,023
Capital outlay	2,983,485
Debt service	66,970
Transfers Out	2,641,278

Sewage Utility

Public Works

Sewage plant operations	1,037,302
Maintenance and operations	641,590
Billing, accounting, & insurance	203,581
Capital outlay	1,472,000
Transfers Out	2,641,278
Total	<u>\$ 13,713,416</u>

Internal Service Funds

Employee Insurance	\$ 3,502,497
Fleet Management	2,443,971
Central Equipment	1,188,600
IT Services	<u>2,182,252</u>
Total	<u><u>\$ 9,317,320</u></u>

PASSED, APPROVED, & ADOPTED this 5th day of June , 2023
Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Admin/Community Development	Presenter:	Tyler Sinclair/ Susan Scarlata
Agenda Item:	WAM Resolutions for Delegate to Support	Public Comment:	Yes

Purpose & Policy Considerations.

Wyoming Association of Municipalities (WAM) is holding its Annual Convention from June 7-9 in Cody, Wyoming. At the convention, delegates from various municipalities will vote on possible Resolutions for WAM to support and work on with the Legislature. Thirteen Resolutions have been proposed by different municipalities, including four from the Town of Jackson. A list of the titles appears below, and the full text of each is attached as well.

Requested Action.

Staff requests that Council consider the thirteen Resolutions proposed by various municipalities and determine how the body would like Council's delegate to vote on them.

Recommendations.

Staff recommends considering the Resolutions submitted to WAM and directing Council's delegate to support the full slate of Resolutions or to pull some off for deeper conversation.

Background.

At its December 19 Regular Meeting, Town Council approved a Legislative Policy Approach and Agenda for staff to participate on statewide coalitions related to Town priorities; Hire a Legislative Advisor; Help other municipalities with policies and initiatives whenever possible; Work on developing and advancing bills with committee support; and to continue working with and submit Resolutions to WAM.

The purpose of the Town of Jackson's 2022 Legislative Policy Approach is to inform response to any bills or legislative topics that have the potential to impact Jackson and begin to work on long-term strategies for advancing legislation that will have a positive impact on the Town specifically and our valley overall. Staff developed a more structured process for Councilmembers to suggest possible Resolutions to submit to WAM this year. Interested Councilmembers filled out a form with potential topics, Council voted on those for staff to draft, and approved them to submit to WAM in May. Prior to WAM's Convention, staff is now also bringing back Resolutions submitted by other cities and towns for Council to consider and direct our Voting Delegate, Mayor Morton Levinson, about what to support at the Convention.

Analysis & Key Questions.

Resolutions, which are reviewed for adoption or denial at WAM's Summer Convention in June, were submitted by municipalities across Wyoming in May. WAM requests that Resolutions be germane to the functions and purposes of the Wyoming Association of Municipalities. They are intended to give municipalities the opportunity to participate in creating Legislative policies. WAM's Board of Directors uses these Resolutions as a basis to set Legislative priorities for the coming year. Resolutions are considered and voted on by WAM's Resolutions Committee made up of a Chair and six members who are Mayors, Councilmembers, Administrators, or other staff from member cities and towns appointed by WAM's President.

This year there are thirteen Resolutions. Of those thirteen, there are not any that conflict with our Town's policies, or that overlap with any of the Resolutions submitted by the Town of Jackson. Staff does find that the Resolution submitted by Mills to, "Set a Records Retention policy," is quite inwardly focused and it is not clear why other municipalities would weigh in on such an item, but finds no harm in supporting it, should it move forward. Staff did

contact WAM about this Resolution and did not receive a reply, so staff recommends supporting all thirteen or removing the one from Mills, as it is not material to multiple municipalities, and supporting the other twelve. Below, staff has listed the titles of the Resolutions under the municipality that submitted them.

CODY

- A Resolution of the Wyoming Association of municipalities relating to the 68th annual convention in Cody, WY.
- A Resolution supporting an amendment to the statutes relating to the distribution of sales tax.

EDGERTON

- A Resolution requesting legislative action to allow municipalities with small systems and limited populations to subsidize water and sewer system costs.

HARTVILLE

- A Resolution to create utility & other municipal services lien authority for municipalities & joint powers boards.

JACKSON

- A Resolution Urging WAM to Continue Leading Statewide Efforts for Action on Workforce Housing.
- A Resolution Supporting Legislation to Decriminalize Medical Marijuana.
- A Resolution to Amend State Statute to Set Fees For Retail Liquor Licenses at a Fair Market Value.
- A Resolution Supporting Allowance of a Real Estate Transfer Tax.

MILLS

- A resolution setting records retention policy for the City of Mills, Wyoming.

RAWLINS

- A Resolution of the governing body of the City of Rawlins, Carbon County, Wyoming, to WAM advocating for Legislation to clarify the lien and assessment process by which municipal expenses for abating nuisances and dangerous buildings may be recovered.

SHOSHONI

- A Resolution granting municipalities the ability to sell municipal owned land to developers for housing.
- A Resolution to grant municipalities the authority to condemn abandoned property on private real property.
- A Resolution to make the lease or creation of a medical facility for a nonprofit hospital or healthcare provider a governmental purpose.

Key Policy Question 1: Does Council want to discuss any of the above Resolutions?

Key Policy Question 2: Are there any Resolutions Council does not want to support?

Possible Alternatives.

Council could decide not to support some or all of the Resolutions.

Comprehensive Plan & Priority Alignment.

Engagement with the State Legislature can help our community achieve the Comprehensive Plan's aspirational goals. From Growth Management and Quality of Life to Achieving our Vision, there is regular overlap and interweaving of our community's goals with those of the state we reside in. From housing to multimodal transportation and development of a diverse and balanced economy, the Town of Jackson recognizes the need for state-level support to achieve its long-term vision.

Fiscal Impact.

On April 17, 2023 Council approved travel for Councilmembers to attend WAM's Summer Convention.

Staff Impact.

The Town Manager works closely with Community Development staff and Legislative Advisor to set and implement the Town's Legislative Approach. Leading the process, preparation of Resolutions, and collating Resolutions from other municipalities takes five hours of staff time.

Attachments or Links.

Resolutions

Suggested Motion.

I move to direct the Town of Jackson's voting delegate, Mayor Morton Levinson, to support each of the thirteen Resolutions submitted by municipalities at WAM's Summer Convention.

OR

I move to direct the Town of Jackson's voting delegate, Mayor Morton Levinson, to support twelve of the Resolutions submitted and not the Resolution from Mills, which is not material to multiple municipalities.

WAM RESOLUTION NO. 23-01

A RESOLUTION OF THE WYOMING ASSOCIATION OF MUNICIPALITIES RELATING TO THE 68th ANNUAL CONVENTION IN CODY, WYOMING, JUNE 2023

WHEREAS, the 2023 Annual Convention of the Wyoming Association of Municipalities (WAM) on June 7-9, 2023, in Cody, Wyoming has proven to be an outstanding session focusing on the education of elected officials and municipal staff members and enhancing the tools available to them in order to provide the best service to their communities; and

WHEREAS, the success of this Convention is due in large measure to the generous contribution of time, effort and resources on the part of the staff and sponsors who hosted, planned, and arranged logistics and activities of the 2023 WAM Annual Convention.

NOW, THEREFORE, BE IT RESOLVED by the Wyoming Association of Municipalities on this 9th day of June 2023, in Cody, Wyoming that the Association gratefully extends its appreciation to every person and organization in Cody and the WAM Staff who devoted time, effort and resources in the planning, arranging, providing and presenting of the programs and activities of the 68th Annual WAM Convention.

Wyoming Association of Municipalities

By _____
WAM President Matt Hall

RESOLUTION No 23-03

A RESOLUTION TO CREATE UTILITY AND OTHER MUNICIPAL SERVICES LIEN AUTHORITY FOR MUNICIPALITIES AND JOINT POWERS BOARDS

WHEREAS, municipalities in Wyoming have become aware of problems relating to the ability of the municipalities and joint powers boards to collect past due utility and other municipal service bills; and

WHEREAS, the current law of the State of Wyoming allows irrigation districts, water and other improvement districts to create liens under the right circumstances or have statutorily been granted automatic and perpetual liens under certain circumstances; and

WHEREAS, there is nothing similar to the creation of a lien found in zoning regulations or any other powers granted to a municipality or joint powers board in current state laws of the State of Wyoming;

NOW, THEREFORE, BE IT RESOLVED that the Town of Hartville supports such legislation as may be necessary to provide authority to a municipality or joint powers board to create a lien arising from past due bills for public utilities and other municipal services necessary to correct hazardous conditions.

Approved on this 13th day of April, 2023.



Mayor Mark Flohr



Council Member Lani Lee



Council Member Vern Yenger



Council Member Lisa Mindieta



Council Member Natalie Blaise



As Attested To: Wai Logan / Treasurer

RESOLUTION NO. 2023-03

“A RESOLUTION REQUESTING LEGISLATIVE ACTION TO ALLOW MUNICIPALITIES WITH SMALL SYSTEMS AND LIMITED POPULATIONS TO SUBSIDIZE WATER AND SEWER SYSTEM COSTS

WHEREAS, according to W.S. 15-7-407, directs that all water and sewer systems' costs of operation, debt service, and depreciation be covered by customer charges; and

WHEREAS, many communities in Wyoming have a very small customer base from which to collect those charges; and

WHEREAS, regulatory compliance and inflation have increased the costs of maintaining said water and sewer significantly over the years, causing those systems to establish rates which create a substantial financial burden on those systems with few customers available; and

WHEREAS, most cities and towns have funds available that could offset some of the rise in costs of operating those systems, thus providing relief to residents who are being overburdened by high water and sewer rates;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF EDGERTON, WYOMING, THAT, the Wyoming Association of Municipalities support legislation to allow exceptions to W.S. 15-7-407, particularly for municipalities with small or very small systems.

Presented, read and adopted this 1ST day of MAY, 2023.

(S E A L)

H.H. "Buck" King, Mayor

ATTEST:

Cynthia R. Aars, Town Clerk

RESOLUTION NO. 23-03

**A RESOLUTION SUPPORTING AN AMENDMENT
TO THE STATUTES RELATING TO THE DISTRIBUTION
OF SALES TAX**

WHEREAS, Wyoming law, at W.S. 39-15-111 (b) currently provides for the distribution of the sales tax revenues received by the State of Wyoming under W.S. 39-15-103 and W.S. 39-15-104; and

WHEREAS, 39-15-111 (b) requires 69% of the sales tax revenues be credited to the State general fund, and that an additional 1 % shall be deducted to cover administrative expenses; and

WHEREAS, the remaining balance of 30% is distributed to the counties, cities and towns in Wyoming pursuant to W.S. 39-15-111 (b)(iii); and

WHEREAS, local government revenue generated from Sales, Use, and Property Tax, funding from the State of Wyoming and Direct Distribution Appropriation, and other miscellaneous sources of income have been insufficient to meet the increasing demands of continuing essential services and are anticipated to decrease in the foreseeable future; and

WHEREAS, the costs of providing essential services and capital expenditure requirements are expected to increase; and

WHEREAS, municipalities in Wyoming seek a more equitable distribution of the sales tax revenues collected by the state;

NOW, THEREFORE BE IT RESOLVED, the Wyoming Association of Municipalities supports legislation to request that the State of Wyoming amend W.S. 39-15-111 to provide for a distribution of sales tax revenue so that 50% is distributed to the state, and 50% is distributed to counties and municipalities.

Wyoming Association of Municipalities

By: _____
WAM President Matt Hall

RESOLUTION NO. 23-011

A RESOLUTION TO GRANT MUNICIPALITIES THE AUTHORITY TO CONDEMN ABANDONED PROPERTY ON PRIVATE REAL PROPERTY.

WITNESSETH

WHEREAS, municipalities in Wyoming have problems relating to the ability of municipalities to enforce zoning and public health ordinances on abandoned property located on private land, and

WHEREAS, many of the privately owned properties are owned by persons residing out of state and are unresponsive to communication attempts by the municipalities; and

WHEREAS, many of the properties have abandoned structures, mobile homes, or vehicles; and

WHEREAS, whereas many of the abandoned properties act as a nuisance and create a safety hazard to the community; and

WHEREAS, the current law of the State of Wyoming does not specifically allow for the condemnation of abandoned property, on private real property, which is causing a nuisance and poses safety concerns to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF SHOSHONI THAT: The Town of Shoshoni supports such legislation as may be necessary to provide the authority to a municipality to create a lien, allow for the condemnation and removal abandoned buildings, mobile homes, and/or vehicles posing a nuisance and safety hazard to the community.

PASSED, APPROVED AND ADOPTED, this 8th day of May, 2023,

TOWN OF SHOSHONI, WYOMING
A Municipal Corporation

By:


Joel Highsmith, Mayor

ATTEST:


Kim Riley, Town Clerk



RESOLUTION NO. 23-012

A RESOLUTION GRANTING MUNICIPALITIES THE ABILITY TO SELL MUNICIPAL OWNED LAND TO DEVELOPERS FOR HOUSING

WITNESSETH

WHEREAS, rural municipalities in Wyoming have problems attracting employees due to lack of housing, and

WHEREAS, current statutes do not expressly allow municipalities to sell undeveloped owned land directly to a single developer for the purpose of building attainable single-family housing; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF SHOSHONI THAT: The Town of Shoshoni supports such legislation as may be necessary to allow municipalities the authority to sell municipal land to a single developer for the sole purpose of building attainable single-family homes.

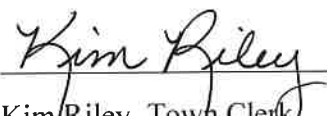
PASSED, APPROVED AND ADOPTED, this 8th day of May, 2023,

TOWN OF SHOSHONI, WYOMING
A Municipal Corporation

By:


Joel Highsmith, Mayor

ATTEST:


Kim Riley, Town Clerk



RESOLUTION NO 5 - 2023

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RAWLINS, CARBON COUNTY, WYOMING, TO THE WYOMING ASSOCIATION OF MUNICIPALITIES (WAM) ADVOCATING FOR LEGISLATION TO CLARIFY THE LIEN AND ASSESSMENT PROCESS BY WHICH MUNICIPAL EXPENSES FOR ABATING NUISANCES AND DANGEROUS BUILDINGS MAY BE RECOVERED.

WHEREAS, the Rawlins City Council requests the Wyoming Association of Municipalities (WAM) to support and advocate that the State Legislature enact legislation to clarify the lien process for assessing municipal expenses for abating nuisances and dangerous buildings; and

WHEREAS, Wyoming State Statute §15-1-103 permits cities to abate dangerous buildings; and

WHEREAS, Wyoming Statute §15-1-119 permits Municipalities to adopt any national building code which includes but is not limited to the 1997 Uniform Code for the Abatement of Dangerous Buildings; and

WHEREAS, the 1997 Uniform Code for the Abatement of Dangerous Buildings Section 905.1, provides authority for the legislative body of this jurisdiction to thereupon order that said [costs] shall be made a personal obligation of the property owner or assess said [cost]s against the property involved;

WHEREAS, the 1997 Uniform Code for the Abatement of Dangerous Buildings Section 905.3, provides that the legislative body of this jurisdiction orders that [costs] shall be assessed against the property, it shall confirm the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property; and

WHEREAS, the City of Rawlins as well as many other municipalities across the state are facing another economic downturn and reduction in direct and indirect funding streams, the need to recoup these abatement costs is more vital than ever before; and

WHEREAS, the property is enriched by the removal and abatement of the dangerous conditions and/or dangerous buildings; and

WHEREAS, this abatement shouldn't be wholly funded by public funds without a clear process in place for municipalities to recoup these abatement costs; and

WHEREAS, municipalities are created statutorily and all rights are enabled through legislation and Wyoming State Statutes are silent regarding this special lien assessment relief; and

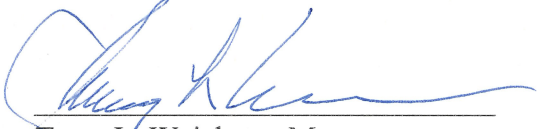
WHEREAS, Wyoming Statutes do not succinctly provide either a lien procedure or an assessment process on the real property involved thus hindering Municipalities ability to recoup expenses incurred by Municipalities as a result of abating nuisances and dangerous buildings; and

WHEREAS, the WAM forwarded House Bill Number HB0135 (attached hereto and incorporated herein as "Exhibit 1") to the State Legislature for the 2023 Legislative Session but said bill was not brought to the floor.

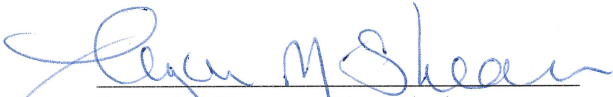
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAWLINS, CARBON COUNTY, WYOMING, does hereby request that the Wyoming Association of Municipalities support and advocate for Wyoming legislation to clarify the lien and assessment process by which municipal expenses for abating nuisances and dangerous buildings may be recovered.

PASSED, APPROVED, AND ADOPTED this 2nd day of May 2023.

CITY OF RAWLINS, a
Wyoming Municipal Corporation


Terry L. Weickum, Mayor

ATTEST:


Lynn M Shearer, City Clerk

**1139527****RESOLUTION NO. 2023-8****RESOLUTION SETTING RECORDS RETENTION POLICY FOR THE
CITY OF MILLS, WYOMING**

WHEREAS, Wyo. Statute Section 9-2-410 (2005), as amended, provides that all public records, including those of the political subdivision, are the property of the state and shall be preserved, stored, transferred, destroyed, or disposed of only in accordance with Wyo. Statute Sections 9-2-405 through 9-2-413, and

WHEREAS, all City of Mills records are declared to be public property and the handling of such records contrary to the above-referenced statutes is prohibited, and

WHEREAS, the City of Mills desires to establish an active and continuing program for the efficient and economical management of all City records and to develop policies and procedures for the administration of the program.

WHEREAS, Wyoming Statute Section 9-2-410 states: "All public records are the property of the state. They shall be delivered by outgoing officials and employees to their successors and shall be preserved, stored, transferred, destroyed or disposed of, and otherwise managed, only in accordance with W.S. 9-2-405 through 9-2-413." These statutes and the Mills Municipal Code provide the authority to develop and maintain a records management system that will effectively and efficiently ensure the safety, maintenance, preservation and disposition of records developed by certain City agencies.

WHEREAS, The citizens of the City of Mills have a right to expect efficient and cost-effective government, and the management of City records is necessary for the economic operation of the City. Preservation of records of permanent value is mandatory to provide citizens with information concerning historical and operational data. The establishment of uniform standards and procedures for the maintenance, preservation, microfilming or other disposition of City.

WHEREAS, The governing body of the City of Mills hereby declares its support of the efforts to establish and adopt a records management program for the orderly and efficient retention, retrieval and disposition of records of the City. The creation of a records program will be administered pursuant to legal, fiscal, administrative, and archival requirements and in accordance with state law. The State of Wyoming Records Management Manual shall be adopted by the City of Mills as its records management manual, where applicable.

WHEREAS, The records retention program will release space and reduce the need for storage and filing equipment; establish an efficient retrieval operation for both active and inactive municipal records; provide for routine disposition of paperwork; maintain security over municipal records; secure a central records storage facility which can be operated and maintained by records management staff; and ensure that the City stays in compliance with state law.

NOW, THEREFORE, The City Council of the City of Mills, Wyoming, hereby resolves as follows:

Municipal retention schedules. The City of Mills will implement that all records subject to this Resolution be kept for a period of 10 years. Where applicable, and to the extent possible; the City Administrator, after consultation with the Mayor, will implement the records retention schedule for each City division according to the State of Wyoming Records Management Manual adopted by the Wyoming Archives, Museum and Historical Department, Archives Records Management Division, or otherwise in keeping with this policy.

Electronic Storage to be implemented. Wherever practicable and otherwise allowable by law, electronic storage of records shall be implemented. The system to be implemented shall reflect the best practicable electronic storage, keeping in mind the need for accessibility and changes in technology over time, that are available at the time the record is stored.

Applicability to be presumed. It shall be presumed that all records maintained by the City of Mills are subject to this Resolution unless otherwise provided for with specificity. This assumption shall apply whether or not the records are specifically referenced in this Resolution.

Specific Retention. All checking, banking and financial records are to be retained in a recoverable form, whether in paper form or electronically, preserving the following data:

- All bank statements and records received on a regular basis by the City of Mills, which shall be electronically stored no less than once per month.
- All Account numbers for banking information and account numbers or voucher numbers for issued checks or drafts issued by the City of Mills.
- The front and back of negotiated checks or drafts issued by the City of Mills, which shall be electronically stored no less than once per month.
- Deposit Slips for all deposits into any bank account by the City of Mills, which shall be electronically stored no less than once per month.
- Bank statements for the City of Mills on all bank accounts held by it or in its name, which shall be electronically stored no less than once per month.
- All vouchers or bills submitted for payment by the City of Mills, which shall be accompanied by proof of receipt reflecting issuance by the party seeking payment and receipt by the City, which shall be electronically stored no less than once per month.
- Petty cash documentation reflecting receipts and payments sufficient to identify the amount paid or received, payee and the basis or reason for payment.

Paper v. Electronic Retention. This policy favors electronic retention wherever possible. However, before any physical records is proposed to be destroyed after being electronically recorded, it shall first be determined if the original paper or physical record must be maintained. This is not to suggest that an electronic copy shall not also be maintained.

Transfer of Records to Records Retention Facility. All city departments are required to work directly with the City Administrator or his delegates on records retention. The City Administrator shall be advised of all requests for indexing, locating, microfilming, scanning, and disposing of records through utilization of Certificates of Disposition provided by the City Administrator. If records are requested to be turned over to the State of Wyoming Archives office, they will be submitted through the City Administrator, who shall consult with the Director of the Department of State Parks and Cultural Resources for the preservation of public records through reproductive processes (i.e., microfilming, microphotographic, photographic, photostatic) necessary for the archival retention of said records pursuant to W.S. 9-2-413C. Disposition of records submitted to the Department Head of Administrative Services will be archived or disposed of only after review and written approval of the respective division department heads.

Disposal and Deaccession of Records. In each case in which it is proposed that records be disposed of, or provided to the State of Wyoming Archives, said documents shall be identified with specificity and the recommendation for disposal or deaccession shall be signed by the Department Head which generated or controlled the original records as well as the City Administrator. Prior to disposal or deaccession the request to dispose of, or deaccess the records, shall be submitted to the Mayor and Town Council which, prior to the same occurring, shall first approve the same by resolution. Should a resolution not approve the same, the disposal or deaccession shall not be allowed.

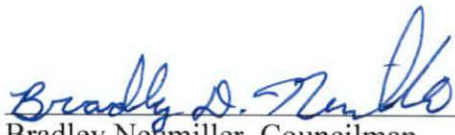
Resolved this 9th day of May, 2023

CITY OF Mills

By: 
Leah Juarez, Mayor

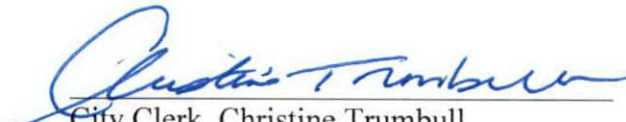

Cherie Butcher, Councilman


Sara McCarthy, Councilman


Bradley Neumiller, Councilman


Tim Sutherland, Councilman

ATTEST:


City Clerk, Christine Trumbull



RESOLUTION NO. 23-010

A RESOLUTION TO MAKE THE LEASE OR CREATION OF A MEDICAL FACILITY FOR A NON-PROFIT HOSPITAL OR HEALTHCARE PROVIDER A GOVERNMENTAL PURPOSE.

WITNESSETH

WHEREAS, rural municipalities in Wyoming have problems attracting healthcare providers, and

WHEREAS, the Board of Equalization does not recognize the lease or gratuitous license to a public building for the use of a non-profit healthcare provider as a governmental purpose; and

WHEREAS, the Board of Equalization has ruled a County Assessor include such buildings as taxable property; and

WHEREAS, the current law of the State of Wyoming does not expressly state the leasing or use of a municipal building for providing healthcare is a non-taxable use of municipal properties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF SHOSHONI THAT: The Town of Shoshoni supports such legislation as may be necessary declaring the use of municipal property by non-profit health care providers serves a governmental purpose and the property is not taxable.

PASSED, APPROVED AND ADOPTED, this 8th day of May, 2023,

TOWN OF SHOSHONI, WYOMING

A Municipal Corporation

By:



Joel Highsmith, Mayor

ATTEST:



Kim Riley, Town Clerk/Treasurer



CERTIFICATE

I, Kim Riley, hereby certify that the foregoing Resolution was adopted by the Town Council of the Town of Shoshoni at a Regular Meeting held on May 8, 2023 and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the Town of Shoshoni.



Kim Riley, Town Clerk/Treasurer

**A RESOLUTION URGING THE
WYOMING ASSOCIATION OF MUNICIPALITIES
TO CONTINUE LEADING STATEWIDE EFFORTS
FOR ACTION ON WORKFORCE HOUSING**

WHEREAS, in 2022 The Wyoming Association of Municipalities (WAM) initiated a discussion about our state’s housing crisis to collaborate with the legislature and other stakeholders to find solutions for the current housing crisis in Wyoming; and

WHEREAS, WAM surveyed member communities about the current state of housing challenges and heard from forty-eight municipalities the majority of which indicated experiencing housing shortages; and

WHEREAS, 72% of respondents indicated that a lack of available workforce housing was hurting efforts to attract or grow business in their communities; and

WHEREAS, 64% of respondents indicated that it is more difficult to hire and retain Municipal employees because of the lack of workforce housing; and

WHEREAS, 90% of communities stated they would participate if the state chose to invest in housing and a majority shared that municipalities need the state’s help on workforce housing.

NOW, THEREFORE, BE IT RESOLVED that WAM supports and will continue to push for statewide review and action on the range of workforce housing challenges Wyoming’s communities are facing.

**A RESOLUTION SUPPORTING LEGISLATION TO
DECRIMINALIZE MEDICAL MARIJUANA**

WHEREAS, medical cannabis is legal in thirty-seven states and the District of Columbia; and

WHEREAS, states that have legalized medical cannabis benefit from related increases in tax revenues; and

WHEREAS, states that have legalized medical cannabis have also seen a 15-35 percent decrease in opioid overdose and abuse; and

WHEREAS, there is substantial evidence from a comprehensive study by the National Academy of Sciences and the National Academic Press that concludes cannabinoids are effective for treating chronic pain, chemotherapy induced nausea and vomiting, sleep disturbances related to obstructive sleep apnea, multiple sclerosis spasticity symptoms, and fibromyalgia; and

WHEREAS, it is important to ensure Wyoming-ites have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases.

NOW, THEREFORE, BE IT RESOLVED that WAM supports legislation to legalize the use of medical marijuana.

**A RESOLUTION TO AMEND STATE STATUTE TO SET FEES
FOR RETAIL LIQUOR LICENSES AT A FAIR MARKET VALUE**

WHEREAS, Retail Liquor Licenses are sold by municipalities for \$1,500, a fee set by the state; and

WHEREAS, it costs less to hold a Retail Liquor License than any other type of Liquor License in the state of Wyoming; and

WHEREAS, charging a fair market value for Retail Liquor Licenses, and establishing a scale that acknowledges the different type of businesses covered by each type of license would provide clarity for local businesses; and

WHEREAS, a sliding fee scale for all Liquor Licenses would also benefit Wyoming's cities and town; and

WHEREAS, the current system is inequitable for local government and different types of businesses.

NOW, THEREFORE, BE IT RESOLVED that WAM supports legislation to change state statute to develop a system based on fair market value of Retail Liquor Licenses and the establishment of a sliding scale for liquor licenses overall.

**A RESOLUTION SUPPORTING ALLOWANCE OF A
REAL ESTATE TRANSFER TAX**

WHEREAS, many municipalities in Wyoming are struggling to address the operating needs of their communities through existing taxing methods; and

WHEREAS, citizens of municipalities appreciate when additional tax revenues can be used to fund local priorities such as maintenance of infrastructure or workforce housing; and

WHEREAS, citizens of Wyoming value self-sufficiency and resources specific to one area of the state such as a real estate transfer tax, which could have a huge impact in certain localities, should be able to be levied and utilized to support the government and citizens in that jurisdiction; and

WHEREAS, the state's current tax code does not allow for this flexibility, so Towns, Counties, and the State of Wyoming have missed collections on billions in real estate sales in the last few years; and

WHEREAS, localities levying such taxes could develop diversified revenue streams and allocate location-specific exempt sales prices.

NOW, THEREFORE, BE IT RESOLVED that WAM supports, and urges the State of Wyoming to support, more flexibility for localities to levy taxes that make sense within their jurisdictions to be utilized for community priorities.

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	June 5, 2023 Regular Meeting
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Updated Promissory Note for Wyoming Business Council Grant and Loan Agreement for Snowmaking	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The purpose of this item is for the Council to review an amendment that updates the promissory note to the Business Ready Grant and Loan Program Agreement ("Grant Agreement") it entered with the Wyoming Business Council in 2013 regarding snowmaking.

Requested Action.

Staff requests Council review the attached Non-Recourse Promissory Note ("Promissory Note").

Recommendations.

Staff recommends Council approve and authorize the Mayor to execute the Promissory Note.

Background.

In 2013 the Town of Jackson acted as applicant and the borrower for a Business Ready Community Grant and Program Community Enhancement Loan in the amount of \$1,000,000, with a 20-year term. The Program provides financing for publicly owned infrastructure that serves the needs of businesses and promotes economic development within Wyoming communities. Cities, towns, counties, and the like are eligible to apply for funding and in turn use it fund things like water, sewer, roads, rights of way, telecommunications, and recreation.

The Wyoming Business Council awarded the Town the funds for the installation of in-ground snowmaking equipment and infrastructure, road improvements to top of Rafferty Lift, water line infrastructure, fiber conduit, electricity to Rafferty Lift site for the snow making portion of the project for the expansion of the Snow King Mountain Resort (SKMR). The Town, as required for the Program, has a lease with SKMR for it to make the payments on the loan amount.

Analysis & Key Policy Questions.

Recently, the Wyoming Business Council reached out to the Town requesting the Town agree to update the Promissory Note (which is Attachment C to the Grant Agreement). The requested amendment to the existing Promissory Note, included a variety of changes, most of which are beneficial for the Town and have been agreed to without modification. The Town Attorney did request four specific changes with respect to accounting rules for recaptured revenue, the potential for the Town to be charged costs, collateral, and governmental immunity. All the requested changes were agreed to by the Wyoming Business Council as requested, and the final Promissory Note is attached for Council review.

Possible Alternatives.

Council could elect to reject the request to modify the existing Promissory Note.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

There is no fiscal impact associated with this item; SKMR makes the loan payments to the Town.

Staff Impact.

The staff impact of this item was minimal. The Finance Director and Town Manager requested the Town Attorney review the document and request, and the Town Attorney spent, roughly, 3 hours in total reviewing and editing the document, communicating with the Wyoming Business Council and staff, and drafting the staff report.

Attachments or Links.

Non-Recourse Promissory Note (Attachment C to the Grant Agreement).

Suggested Motion.

I move to approve the Non-Recourse Promissory Note regarding the Business Ready Grant and Loan Program Agreement for snowmaking as presented in this staff report and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

NON-RECOURSE PROMISSORY NOTE

For value received, the **Town of Jackson, a Wyoming municipal corporation and political subdivision of the State of Wyoming**, whose principal office is located at 150 East Pearl Avenue; P.O. Box 1687, Jackson Wyoming 83001 (**hereinafter “Borrower”**) promises to pay to the order of the Wyoming Business Council (together with the holder, from time to time, of this Note, the “Council”), **a body corporate organized under the laws of the State of Wyoming and operating as a state instrumentality operated solely for the public benefit**, whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, the amount of funds to be disbursed up **One Million Dollars (\$1,000,000.00)** (the “Principal Sum”), together with interest on the principal amount outstanding from time to time, at the annual rate of **One Half Percent (.5%)**. This Promissory Note (“Note”) is made to evidence a loan of the Principal Sum to the Borrower (the “Loan”). The Council’s obligation to fund the Loan is fully subject to and conditioned upon the availability of funds appropriated therefor by the Wyoming State Legislature.

Section 1. Repayment of the Loan.

1.1. Payments Solely from Special Fund.

Notwithstanding anything in this Note or any Loan Document to the contrary and as provided in Section 4 hereof, no payment otherwise payable under this Note or any Loan Document shall be required to be paid by the Borrower unless funds are available to the Borrower from funds received by it (i) under the revenue recaptured through lease payments received for the facility as a result of this Project more fully described in the Business Ready Community Grant Agreement dated November 25, 2013, and attached to this Promissory Note. If the borrower receives recaptured revenue, it will be managed by the Borrower and deposited into an economic development fund account to repay this loan and for future economic development projects and continued development of the snow making portion of the Snow King Mountain Resort expansion project.

1.2. Payments.

Interest will begin accrual upon the date of the final draw, the Commencement Date.

Beginning on the first (1st) anniversary of the Commencement Date (the Maturity Date), the Borrower shall pay in amortized installments payable annually in the manner and form as follows:

There will be nineteen (19) annual payments due on the anniversary of the final disbursement, the Commencement Date. Interest on the payment will be calculated from the date all necessary loan funds are released through the final payment date. Each annual payment shall be **Fifty-Two Thousand Five Hundred Fifty-Two Dollars and Eight Cents (\$52,552.08)** due on the anniversary date of the final disbursement.

On the nineteenth (19th) anniversary of the Commencement Date, the Borrower shall pay

the final payment of **Fifty-Two Thousand Five Hundred Fifty-Two Dollars and Eight Cents (\$52,552.08).**

There shall be no prepayment penalty if borrower pays the loan in full prior to maturity of pay portions of the annual payment prior to the annual payment due date.

1.3. Daily Calculation of Interest; Application of Payments.

Interest shall be computed daily on a 360-day basis on the principal balance of the Principal sum as drawn down and outstanding from the Commencement Date.

Payments received from the Borrower will be applied, first, to accrued and unpaid interest; and lastly, to principal.

1.4. Payment in Full on Maturity.

The Borrower shall pay all outstanding sums due hereunder on the Maturity Date. Borrower may prepay the principal of this Loan without penalty. Any prepayment will not reduce the installments but will operate only to mature this note at an earlier date.

1.5. Loan Cost.

The Loan shall always be at no cost to the Council, and all fees and expenses, including (without limitation) the Council's counsel fees and expenses, the loan servicing fees, insurance premiums, recordation costs, cost of documentary stamps, transfer taxes, photocopying expenses, appraisals, travel expenses for the Council's agents, employees, and counsel, and all other reasonable expenses relating to the Loan shall be paid by the Borrower, whether incurred before or on the date hereof, such that the Loan shall be free of cost to the Council.

Section 2. Additional Terms and Conditions.

2.1. Program Compliance; Disbursement of Loan Proceeds.

The Borrower covenants and agrees that it shall use the proceeds of the Loan solely for the costs of an infrastructure project where the Borrower has identified a Community Enhancement need.

The proceeds of the Loan shall be disbursed in accordance with the Loan Agreement to the Borrower only as needed to discharge obligations incurred in accordance with the Council-approved eligible project costs. Request for disbursement shall be made on a form supplied

by the Council's staff and supported by adequate proof that such an obligation has been incurred for the project purpose and is due and owing.

The Council's staff may, at the Borrower's expense, conduct an audit of the records of the Borrower and inspect the construction and operation of the project funded by proceeds of the Loan.

The Borrower shall comply with the loan policies and procedures for the Business Ready Community – Community Enhancement Loans, as adopted by the Council from time to time, a copy of which the Borrower acknowledges having received on or before the date hereof.

2.3. Event of Default.

The occurrence of an Event of Default under any document made in connection with the Loan (each, a "Loan Document", and collectively, including this Note, the "Loan Documents") will constitute a material breach and a default under this Note. Failure to make any payment due hereunder on the date such payment came due shall also be an Event of Default under this Note.

2.4. Acceleration.

Upon the occurrence of an Event of Default and after any applicable grace and/or cure periods, the Council may declare the entire unpaid balance of this Note, together with interest accrued thereon, to be immediately due and payable and may proceed to exercise any and all rights, powers, and remedies that the Council may have under this Note or any other Loan Document or that may be available to the Council at law or in equity.

2.5. Remedies Cumulative and Non-Exclusive.

The Council is not required to first proceed against any Collateral for payment of this Note. All remedies conferred by this Note or any of the Loan Documents shall be cumulative, and none is exclusive.

Section 3. Other Provisions.

3.1 Waiver of Presentment.

Except as otherwise provided herein, Borrower hereby waives any right to presentment or other demand for payment, notice of dishonor, and protest.

3.2 Notices.

All notices, requests, and demands under this Note shall be in writing and made to the other party at its address set forth above or to such other address as such party shall have most recently designated by written notice.

3.3 Indemnity.

Each party to this Note shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

3.4. Governing Law.

All terms, conditions, and other provisions of this Note are to be determined, interpreted, construed, and otherwise governed by Wyoming law.

3.5. Council's Right to Pay Expenses.

In the event the Borrower fails to make any required payments or otherwise fails to perform any obligations with respect to the Collateral, Council may make written demand to Borrower that Borrower fulfill its payment duties and other obligations. Following such written notice, if the Council deems it necessary in order to protect or preserve the Collateral, it may, but shall have no obligation to, make payments or otherwise perform on behalf of the Borrower the Borrower's obligations affecting the Collateral. In the event the Council makes any such payments or performs any such obligations of the Borrower, the Borrower shall immediately reimburse the Council for any payments and for any costs and expenses incurred in performing such obligations, including any attorney or other professional fees and expenses incurred by the Council, together with interest thereon at the annual rate of eighteen percent (18%) from the date such payment, cost, or expense is made or incurred by the Council until the same has been fully reimbursed to the Council. Any debt of the Borrower to the Council under this paragraph is and shall be evidenced by this Note and added to the Principal Sum owed hereunder.

3.6. Entire Agreement, Amendment, and Severability.

The Loan Documents constitute the entire agreement between the parties with respect to the subject matter hereof. Neither the Loan Documents nor any provision thereof may be changed, waived, discharged, modified, altered, amended, or terminated orally, but only by a Document in writing signed by all parties. If any provision of the Loan Documents should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3.7. Sovereign Immunity.

The State of Wyoming and the Council do not waive and hereby reserve any claims or rights they might have to sovereign immunity by entering into the Loan Documents, and specifically retain sovereign immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104 and all other state or federal laws.

3.8. Governmental Immunity.

The borrower does not waive its governmental immunity and fully retains all immunities and defenses provided by law.

3.9. Benefit of Agreement.

The terms, conditions, and other provisions of this Note shall be binding upon the Borrower, and its respective legal representatives, successors, and assigns, and shall inure to the benefit of the Council, and its legal representatives, successors, and assigns.

3.10. Waivers; Consent to Jurisdiction.

The Borrower irrevocably (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Note or any other Loan Documents may be brought in the District Court for the First Judicial District in Laramie County, Wyoming, or in the courts of the United States of America located in Laramie County, Wyoming, (ii) consents to the jurisdiction of each such court in any suit, action, or proceeding, and (iii) waives any objection which it may have to the laying of venue of any suit, action, or proceeding in any such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.

3.11. Jury Waiver.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT, TO THE EXTENT ALLOWED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS NOTE OR ANY OTHER LOAN DOCUMENTS.

Section 4. Non-General Obligation.

This Note evidences a loan from the Council to the Borrower. This Note will not encumber, be chargeable, create or constitute a legal or moral obligation or debt of any kind on behalf of or against the Borrower and will not encumber or be chargeable against the Borrower's assets, general reserves, general funds, or any other revenues or properties whatsoever, except for those pledged as collateral security.

Without limiting the generality of the provisions of this section, neither this Note nor any of the Loan Documents (i) shall result in the imposition of any debt upon the Borrower in contravention of any constitutional or statutory limitations or requirements concerning the indebtedness of the Borrower; (ii) shall constitute a pledge of or result in the imposition of any lien, charge or encumbrance upon any tax revenues, cash reserves, or other assets or revenues of the Borrower; or (iii) shall, in the event of a default hereunder or thereunder, entitle the Council to, and the Council shall not have the right to seek repayment of the principal or accrued interest due under the Loan, or any other sums payable under the Loan, from any source other than the Collateral now or hereafter pledged.

In Witness Whereof, the Borrower has caused this Note to be executed by its Mayor and attested by its Clerk and delivered to the Council for and on behalf of the Borrower, all as of the _____ day of _____, 2023.

TOWN OF JACKSON:

Hailey M. Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Council Workshop
Submitting Department:	Police Department	Presenter:	Michelle Weber
Agenda Item:	Agreement for License Plate Reader (LPR) Services	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the Services Agreement between Flock Group Inc. and the Town of Jackson for License Plate Reader (LPR) services and to consider directing staff to bring back an update to Chapter 9 – Operations (9.29) of the Police Department Policy & Procedural Manual containing (LPR) Technology.

Requested Action.

Staff requests Council review and approve an Agreement with Flock Technologies to purchase and install 30 LPR cameras and software throughout the Town and direct staff to bring back a Police Department Policy Amendment regarding LPR at a future meeting.

Recommendations.

Staff recommends the Council approve the Agreement between Flock Group Inc. and the Town of Jackson and direct staff to bring back an updated version of Chapter 9.29 of the Police Department Policy & Procedural Manual at a future meeting.

Background.

This item was previously heard by the Town Council at its workshop on May 15, 2023. At that time, the Chief of Police presented about the need for fixed-mount LPR in our Town to improve Police investigations efforts. Council inquired about how and what type of data is collected by LPR, and the proposed 90-day limitation on retained data, as well as the Jackson Police Department's control over external agencies accessing the data for their own interests. Also explored were topics of unauthorized and/or unintended use of the data collected by LPR and the security measures around it, as well as security pertaining to all Town of Jackson/Jackson Police Department data as a whole. Concurrently presented were Police Department policy manual changes establishing protocol for the authorized use of such an LPR platform, as well as police use of drones with cameras. Council questions explored breaking apart the LPR platform and the drone program as separate items, as the combination was causing confusion. Further discussion around drones culminated in a decision to disassociate LPR and drones, with drones to be addressed on their own at a future meeting. The item was continued for further discussion as well as providing further opportunity for public comment.

The original item included the proposed Police Department policy for both LPR and unmanned aerial systems (UAS, or drones). This item has been revised, and all references to drones have been removed. Drones will be brought to Council as a separate and standalone item in the future.

Since 2015, the Jackson Police Department has utilized License Plate Reader (LPR) technology to assist the Community Service Officers with parking enforcement, to include 3-hour, 72-hour and 48-hour parking. It has been a highly successful platform, allowing officers to maintain an accurate picture of individual vehicles parked throughout the Town of Jackson and quickly determine how long each has been parked in an individual spot. This has saved countless staff hours as well as the need for additional FTE's and has increased parking compliance measurably.

In addition to parking control assistance, automated License Plate Readers/Cameras (ALPR or LPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars

or wanted individuals on a crime database like the NCIC. LPR devices assist law enforcement in solving crime in two ways:

- Proactive - LPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected or when related to an Amber or Silver alert.
- Investigative - LPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

According to the National Conference of State Legislatures, when employed ethically and objectively, fixed mounted LPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that LPRs used by the Mesa, Arizona, Police Department resulted in “nearly 3 times as many ‘hits’ for stolen vehicles, and twice as many vehicle recoveries.”

Communities with LPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, an 80 percent reduction in residential burglaries, and a 40 percent reduction in robberies.

LPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, LPR cameras capture wholly objective images of vehicles and license plates, providing a clear and actionable investigative lead.

The use of LPR cameras would aid in many facets of our law enforcement mission. These benefits range from case specific investigative leads to more broad alerts based on a National Crime Information Center (NCIC) hit for a stolen vehicle or missing person. Currently, the Jackson Police Department’s (JPD) investigations unit is investigating two large Transnational Organized Crime (TOC) groups that have come through Jackson and created dozens of cases/victims. These TOC groups use various techniques to commit crime before rapidly leaving the area to avoid detection. Oftentimes, law enforcement hears of these crimes days after the fact and are left with few, if any, leads to pursue these criminal organizations. The LPR cameras could be the link to the case that local law enforcement needs. In previous years, the JPD’s investigations unit has worked on cases involving missing and endangered persons. The most prominent case being that of Gabby Petito. The Petito case had our investigations unit chasing down private cameras across our Town in an attempt to find her van. Hours upon hours of time was spent scouring these videos in hopes of creating a timeline. An LPR camera would have captured the van’s license plate and provided investigators the starting point they need to narrow their scope of investigation and in turn would have cut back on countless hours of work.

The Jackson Police Department’s experience with these cases and many others like them has shown that a 90-day window of LPR data would have proven valuable in these investigations. With Jackson’s unique tourism and seasons, many of the crimes we investigate are not reported until several weeks later, making short LPR retention periods inadequate.

LPR technology has been used all over the world for several years, including in communities like ours, to include Salina City, Utah, Aspen, Colorado, Vail, Colorado, Steamboat Springs, Colorado and Truckee, California. Grand Teton National Park and Yellowstone National Park use LPR at the main entrance gates.

The presence of LPR technology is meant to be a deterrent as well as a tool to solve crimes. Criminals know and talk to each other about which communities are easiest to target, and which areas come with a higher risk of detection by law enforcement. As crimes get solved, and criminals get held responsible for their actions, the word spreads quickly. LPR technology isn’t meant to be secret, law enforcement wants everyone to know about it.

Lafayette, Colorado uses LPR technology and provides access to real time data through their “transparency portal” on their website, a tool that we will have available to us as well. The Lafayette Police Department purchased 29 cameras and have had the following results in the past 30 days; 3751 known hotlist hits (ie – known stolen vehicles, amber alerts) and 81 searches in the last 30 days for criminal investigations (Lafayette permits access to external law enforcement agencies for use of criminal investigations).

Analysis

Data obtained will be utilized solely for the purposes of criminal investigations and locating vehicles associated with Amber and Silver Alerts. Data not considered evidentiary for law enforcement purposes will be purged after 90 days as established in the agreement with Flock Group, Inc.

Key Policy Question #1: Is the Council in favor of fixed mounted LPR technology for law enforcement purposes?

With the approval of the Flock Agreement, the Jackson Police Department would purchase 28 fixed cameras and 2 portable cameras to be strategically placed throughout the Town of Jackson. Per the Flock Agreement, Flock would work directly with WYDOT and other public and private entities to utilize existing poles and infrastructure at intersections within WYDOT and Town of Jackson jurisdictions. Flock has proposed locations for camera placement and direction based on our entry and exit points to the city limits and other locations based on traffic patterns and commonly traveled routes. Additional cameras have been proposed to be placed near areas that are often related to criminal activity, as well as areas and locations where large events with high rates of criminal activity are held. These cameras will help to identify vehicles used in any crime-related instances that may arise.

Key Policy Question #2: Is the Council in favor of executing a contract with Flock Group, Inc. and spending \$184,800 in FY23 and \$87,500 per year moving forward beginning in FY25?

The initial payment of \$184,800 in FY23 would cover the services through June 6, 2025. Beginning with FY25, the cost would be \$87,500 for that fiscal year and each year thereafter.

Possible Alternatives.

1. The Council could direct staff to incorporate changes into the Agreement and further negotiate with Flock Group, Inc.
2. Council could reject the policy and/or the Agreement entirely.

Comprehensive Plan & Priority Alignment.

This project relates to Comprehensive Plan Common Value #3 – Quality Community Service Provision:

- Principle 8.1 - *The Town and County will coordinate and collaborate with independent service providers to ensure desired life-safety, educational, social, recreational, and cultural service levels are maintained consistent with the community's Common Values.*

Fiscal Impact.

The cost of the FLOCK agreement is \$184,800. The funding for this technology package was approved in the current budget and is fully allocated and ready to dispense, pending approval of this agreement. Should the agreement be approved by Council, the platform would be purchased prior to the close of this fiscal year.

The contract would be valid for 24 months, and includes all hardware and maintenance fees, this gives us something of a trial period, or proof-of-concept.

The fee for this software increased on April 1, 2023, by \$500 per camera, however, the Town Attorney received an extension from Flock Group, Inc. until June 6, 2023, given this item was not scheduled for consideration prior to April 1, 2023, Flock agreed to honor our pre-April price on those terms. This Agreement is necessary for the project to move forward. Delay in signing almost certainly will result in an increase of \$15,000 in the Town of Jackson's price, as the vendor increased costs effective April 1, 2023.

Ongoing maintenance fees for the equipment and software would not need to be budgeted for until FY 25, at which time annual ongoing costs are estimated to be \$87,500/year.

Staff Impact.

Drafting and negotiating the Agreement required 2-3 hours of time for the Town Attorney, with an additional 15 hours from Jackson Police Department staff in researching the products in the sector and their capabilities, including this one, and negotiating the agreement. Staff report review and update involved Police, Legal, Administrative and IT staff time of approximately 3 hours.

Attachments or Links.

- Agreement between Flock Group, Inc. and Town of Jackson

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

I move to approve the contract between the Town of Jackson, Wyoming and Flock Group Inc. for both the Services Agreement and the Order Form as presented in the attachments to this staff report and authorize the Mayor to execute said agreements, subject to minor changes by staff and further to direct staff to draft changes to the Jackson Police Department Policy & Procedure Manual Chapter 9.29 regarding License Plate Reader technology and bring back a draft of the changes at a future Council meeting for consideration.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: Town of Jackson, WY Legal Entity Name: Town of Jackson, WY	Contact Name: Shawn Stephens
Address: 150 E Pearl Ave P.O. Box 1687 Jackson, Wyoming 83001	Phone: 307 733-1430 E-Mail: sstephens@jacksonwy.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions. Contingent on final approval of Police Department Policy. Project will be put on hold until approval is given.
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Fees

One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	28.00	\$9,800.00

Recurring Annual Fees

Hardware and Software Products
Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon (hardware)	\$2,500.00	28.00	\$70,000.00
Flock Safety Advanced Search (software)	\$2,500.00	1.00	\$2,500.00
Falcon Flex (hardware)	\$3,000.00	2.00	\$6,000.00
Extended Data Retention (90 days) (software)	\$300.00	30.00	\$9000.00

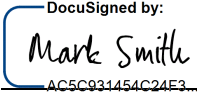
Subtotal Year 1:	\$97,300.00
Subscription Term:	24 Months
Annual Recurring Total:	\$87,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$184,800.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Town of Jackson, WY
Jackson Police Department

By: 
AC5C931454C24E3...
Name: Mark Smith
Title: General Counsel
Date: 3/30/2023

By: Michelle Weber
Name: Michelle Weber
Title: Chief of Police
Date:

By:
Hailey Morton Levinson
Mayor, Town of Jackson Wyoming
Date:

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video, and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search, and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling ninety (90) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading, and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for ninety (90) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies

and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock

Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Flock will reinstate the Service upon resolution of the incident that gave rise to the suspension. Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be

toll by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 *Designated Locations.* For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position, and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 *Agency Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock

Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. Any subsequent work to the initial monitoring may include fees relating to such work, which shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support, which will be, at most, 48 hours. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name

with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that

the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than ninety (90) days. Agency has a ninety (90) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity

to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence

the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Non-Approval or Non-Appropriation.

- a. If this Agreement is not approved by the Agency at a regular or special meeting of the governing body by June 6, 2023, it shall automatically terminate without cost to Agency and Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.
- b. If this Agreement is executed by July 1, 2023 and extends into more than one fiscal year of the Agency (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the Agency may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
- c. In the case that this Agreement is grant-funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the Agency may terminate this Agreement immediately without cost to Agency and Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.3 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.4 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership, or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors or in accordance with Section 10.3, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a ninety (90) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the

Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY,

INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data

in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable, or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Flock has no right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

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

10.12 **Counterpart Signature; 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) 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.

10.13 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:
Town of Jackson, Wyoming
150 East Pearl Avenue
P.O. Box 1687
Jackson, Wyoming 83001

ATTN: Town Clerk
EMAIL: clerk@jacksonwy.gov

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Administration & Finance	Presenter:	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2023 Budget - Amendment #3	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approval of a resolution adopting amendments to the Town of Jackson's fiscal year 2023 budget.

Requested Action.

Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.

Staff recommends that the Mayor & Council approve the attached resolution.

Background.

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Analysis.

The attached resolution proposes modifications to the Town's current FY2023 budget. The resolution represents the 2023 amended budget divided into budget divisions. The amendment increases expenditures \$1,819,930. There are revenues of \$39,266. Of this amount, \$336,809 are items not previously presented to Council shown in blue below.

New expenditures make up most of this amount including the following:

- *\$920,000 for West Gill Ave. & Alley Sewer Project*
 - *This will be funded with Sewer Capacity Fees*
- *\$300,000 for Millward Water Main Replacement*
 - *This will be funded with Water Capacity Fees*
- *\$178,800 for multiple Information Technology Services Capital Projects*
 - *This will be funded with IT Services Fund reserves*
- *\$119,240 for Flat Creek Drive Complete Street and Water Line Project*
 - *This will be funded with Capital Projects Fund reserves and Water Capacity Fees*
- *\$94,718 for Fire/EMS Battalion Chief and ambulance vehicles.*
 - *This is fully funded via FY2022 capital project rollover.*
- *\$39,520 for Core Maintenance Property Insurance*
 - *This will be funded with General Fund reserves.*
- *\$32,700 for Rubrik Backup System Expansion*
 - *This will be funded with IT Services Fund reserves.*
- *\$27,830 for the 2023 Public Art Task Force Art Plan*
 - *This will be funded with Capital Projects Fund reserves.*

- *\$26,000 for Treatment Plant Lab Improvements*
 - o *This will be funded with Sewer Capacity Fees*
- *\$25,000 for Town Hall Cleaning*
 - o *This will be funded with General Fund reserves.*
- *\$20,000 for Home Ranch Heat Pump Installation*
 - o *This will be funded with Capital Projects Fund reserves.*
- *\$20,000 for Rodeo Ground Management Agreement*
 - o *This will be funded with Rodeo Contract Fees*
- *\$12,000 for Police Interview Room Camera System*
 - o *This will be funded with IT Services Fund reserves.*
- *\$11,801 for Water Tank - State Land Lease*
 - o *This will be funded with Water Usage Fees*
- *\$10,000 for Town-Wide Trash Collection*
 - o *This will be funded with General Fund reserves.*
- *\$6,000 for Employee Recruitment*
 - o *This will be funded with General Fund reserves.*
- *\$5,400 for Animal Shelter Overtime*
 - o *This will be funded with General Fund reserves.*
- *\$5,000 for Mayor & Council Training, Travel, & Meetings*
 - o *This will be funded with General Fund reserves.*
- *\$5,000 for START Training, Travel, & Meetings*
 - o *This will be funded with START Fund reserves.*
- *\$3,000 for Municipal Court Public Defender*
 - o *This will be funded with General Fund reserves.*
- *\$3,000 for Public Works Administration wage adjustments*
 - o *This will be funded with General Fund reserves.*
- *\$2,400 for Police Administration Petroleum Products*
 - o *This will be funded with General Fund reserves.*
- *\$1,500 for Municipal Court Professional Services*
 - o *This will be funded with General Fund reserves.*
- *\$1,400 for Police Administration Printing and Publication*
 - o *This will be funded with General Fund reserves.*
- *\$1,200 for Victim Services Overtime*
 - o *This will be funded with General Fund reserves.*
- *\$1,108 for Animal Shelter Floor Replacement*
 - o *This is 100% offset with Old Bill's funds.*
- *\$850 for Prisoner Expense*
 - o *This will be funded with General Fund reserves.*

Possible Alternatives.

Council may amend as deemed necessary.

Comprehensive Plan & Priority Alignment.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from the FY23 budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

Staff Impact.

Town Manager and Directors spend about 20 hours a month reviewing the budget. About 10 hours is spent drafting quarterly budget amendments.

Attachments or Links.

Resolution 23-08 adopting amendments to the Fiscal Year 2023 Budget.

Exhibit A – Schedule of Increases/Decreases.

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

I move to approve Resolution 23-08 adopting amendments to the fiscal year 2023 budget.

RESOLUTION 23-08

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023 BUDGET
OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2023 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	413,833	5,000	418,833
Town Attorney	659,484	-	659,484
Municipal Judge	306,400	4,500	310,900
Administration	557,424	-	557,424
Town Clerk & Personnel	942,859	6,000	948,859
Finance	741,218	-	741,218
Community Development	933,954	9,095	943,049
Information Technology	972,959	-	972,959
Planning	920,009	-	920,009
Town-Wide Services	752,754	(18,700)	734,054
Town Facilities	791,774	64,520	791,774
Police - Administration	727,066	4,650	731,716
Police - Investigations	732,221	-	732,221
Police - Patrol	3,941,628	5,296	3,946,924
Police - Community Service	774,838	-	774,838
Police - Special Operations	25,300	-	25,300
Victim Services	387,165	1,200	388,365
Animal Shelter/Control	434,365	5,400	439,765
Building Inspections	501,992	-	501,992
Public Works Administration	407,393	4,664	412,057
Streets	2,112,423	-	2,112,423
Engineering	723,368	4,842	728,210
Yard Operations	76,293	-	76,293
Cemetery	27,960	-	27,960
Social Services	1,321,307	-	1,321,307
Community Initiatives	423,450	30,000	453,450
County-Budgeted Joint Programs	3,776,230	-	3,776,230
Transfers Out	17,291,476	32,164	17,323,640
Total General Fund	41,677,143	158,631	41,835,774
Affordable Housing	4,187,523	-	4,187,523
Total Affordable Housing Fund	4,187,523	-	4,187,523
Parking Exactions Fund	804,000	-	804,000
Total Parking Exactions Fund	804,000	-	804,000
Parks Exactions	239,000	-	239,000
Total Park Exactions	239,000	-	239,000
Employee Housing Fund	651,932	-	561,866
Transfers out	90,066	-	90,066
Total Employee Housing Fund	741,998	-	741,998
Animal Care Fund	25,000	1,108	26,108
Transfers Out	58,713	-	58,713
Total Animal Care Fund	83,713	1,108	84,821
Lodging Tax Fund	778,965	-	778,965
Transfers Out	2,147,258	-	2,147,258
Total Lodging Tax Fund	2,926,223	-	2,926,223
START Administration	2,177,663	5,000	2,182,663
START Operations	7,402,505	-	7,402,505
START Capital	12,805,765	-	12,805,765
START Transfers	128,601	-	128,601
Total START Fund Expenditures	22,514,534	5,000	22,519,534
Capital Outlay	24,878,197	149,650	25,027,847
Transfers Out	538,417	-	538,417
Total Capital Projects Fund	25,416,614	149,650	25,566,264

	Approved Budget	Increase (Decrease)	Amended Budget
EXPENDITURES AND OTHER USES			
Capital Outlay	252,537	-	252,537
Total 2006 SPET	252,537	-	252,537
Capital Outlay	69,775	-	69,775
Total 2010 SPET	69,775	-	69,775
Capital Outlay	97,892	-	97,892
Total 2014 SPET	97,892	-	97,892
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	385,634	-	385,634
Total 2017 SPET	385,634	-	385,634
Capital Outlay	18,926,608	-	18,926,608
Total 2019 SPET	18,926,608	-	18,926,608
Water Maintenance & Operation	1,258,799	-	1,258,799
Water Wells	313,988	11,801	325,789
Water Billing & Accounting	280,644	-	280,644
Water Capital Outlay & Improvements	1,833,778	399,240	2,233,018
Water Debt Service	66,970	-	66,970
Water Transfers Out	881,750	-	881,750
Sewage Plant Operations	1,091,370	(55,321)	1,036,049
Sewage Maint. & Operations	475,721	55,321	531,042
Sewage Billing & Accounting	276,883	-	276,883
Sewage Capital Outlay & Improvements	2,092,519	871,000	2,963,519
Sewage Transfers Out	881,750	-	881,750
Total Enterprise Funds	9,454,172	1,282,041	10,736,213
Employee Insurance	3,164,815	-	3,164,815
Total Insurance Fund	3,164,815	-	3,164,815
Fleet Expenditures	2,333,759	-	2,333,759
Total Fleet Management Fund	2,333,759	-	2,333,759
Central Equipment Expenses	1,017,821	-	1,017,821
Total Central Equipment Fund	1,017,821	-	1,017,821
IT Services	1,314,490	223,500	1,537,990
Total IT Service Fund	1,314,490	223,500	1,537,990
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,636,839	-	12,636,839
Licenses & Permits	1,318,843	-	1,318,843
Intergovernmental Revenue	15,624,123	-	15,624,123
Charges for Services	746,000	-	746,000
Fines & Forfeitures	375,000	-	375,000
Miscellaneous Revenue	590,923	-	590,923
Transfers In	2,225,734	-	2,225,734
Total General Fund	33,517,462	-	33,517,462
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	68,300	-	68,300
Transfers In	1,435,227	-	1,435,227
Total Affordable Housing Fund	1,653,527	-	1,653,527
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	27,000	-	27,000
Transfers In	-	-	-
Total Parking Exactions	128,000	-	128,000
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	6,100	-	6,100
Total Park Exactions	56,100	-	56,100
Miscellaneous Revenue	586,646	-	586,646
Transfers In	-	-	-
Total Employee Housing Fund	586,646	-	586,646

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	1,467,711	-	1,467,711
Intergovernmental Revenue	228,965	-	228,965
Miscellaneous Revenue	23,000	-	23,000
Total Lodging Tax Fund	1,719,676	-	1,719,676
Intergovernmental Revenue	16,771,751	-	16,771,751
Charges for Services	2,291,383	-	2,291,383
Miscellaneous Revenue	49,964	-	49,964
Transfers In	3,235,717	-	3,235,717
Total START Fund Revenues	22,348,815	-	22,348,815
Intergovernmental	7,283,443	-	7,283,443
Miscellaneous Revenue	170,572	-	170,572
Transfers In	16,106,207	-	16,106,207
Total Capital Projects Fund	23,560,222	-	23,560,222
Miscellaneous Revenue	-	-	-
Total 2006 SPET	-	-	-
Miscellaneous Revenue	2,800	-	2,800
Total 2010 SPET	2,800	-	2,800
Miscellaneous	57,500	-	57,500
Total 2014 SPET	57,500	-	57,500
Miscellaneous	5,300	-	5,300
Total 2016 SPET	5,300	-	5,300
Miscellaneous	-	-	-
Total 2017 SPET	-	-	-
Taxes	5,409,642	-	5,409,642
Intergovernmental	100,000	-	100,000
Miscellaneous	87,500	-	87,500
Total 2019 SPET	5,597,142	-	5,597,142
Water Intergovernmental	-	-	-
Water Charges for Services	3,147,839	-	3,147,839
Water Miscellaneous	130,800	-	130,800
Water Transfers In	-	3,551	3,551
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,961,886	-	2,961,886
Sewage Miscellaneous	81,520	-	81,520
Sewage Transfers In	-	3,551	3,551
Total Enterprise Funds	6,322,045	7,102	6,329,147
Charges for Services	2,947,481	-	2,947,481
Miscellaneous Revenue	36,500	-	36,500
Total Employee Insurance Fund	2,983,981	-	2,983,981
Charges for Services	2,142,541	-	2,142,541
Miscellaneous Revenue	2,700	-	2,700
Transfers In	-	32,164	32,164
Total Fleet Management Fund	2,145,241	32,164	2,177,405
Charges for Services	639,700	-	639,700
Miscellaneous Revenue	15,647	-	15,647
Total Central Equipment Fund	655,347	-	655,347
Charges for Services	1,531,505	-	1,531,505
Miscellaneous Revenue	9,700	-	9,700
Total IT Service Fund	1,541,205	-	1,541,205

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(8,159,681)	(158,631)	(8,318,312)
Affordable Housing	(2,533,996)	-	(2,533,996)
Parking Exactions Fund	(676,000)	-	(676,000)
Park Exactions Fund	(182,900)	-	(182,900)
Employee Housing Fund	(155,352)	-	(155,352)
Animal Care Fund	(23,513)	(1,108)	(24,621)
Lodging Tax Fund	(1,206,547)	-	(1,206,547)
Start Fund	(165,719)	(5,000)	(170,719)
Capital Projects	(1,856,392)	(149,650)	(2,006,042)
2006 SPET	(252,537)	-	(252,537)
2010 SPET	(66,975)	-	(66,975)
2014 SPET	(40,392)	-	(40,392)
2016 SPET	(14,700)	-	(14,700)
2017 SPET	(385,634)	-	(385,634)
2019 SPET	(13,329,466)	-	(13,329,466)
Enterprise Funds	(3,132,127)	(1,274,939)	(4,407,066)
Employee Insurance Fund	(180,834)	-	(180,834)
Fleet Management Fund	(188,518)	32,164	(156,354)
Central Equipment Fund	(362,474)	-	(362,474)
IT Services Fund	226,715	(223,500)	3,215

PASSED, APPROVED, & ADOPTED this 5th day of June , 2023

Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

General Fund Expenditures and Other Uses**Mayor & Council**

Training, Travel, & Meetings	5,000	Additional Approved Items
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Municipal Judge

Public Defender	3,000	Contract Increase Approved at 11/7/2022 Council Meeting
Professional Services	1,500	Interpreter and Alternate Judge Coverage

Town Clerk & Personnel

Employee Recruitment	6,000	Exceeded Budget Due to Vacancies
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Community Development

Salaries & Benefits	9,095	Reclass Internship Budget to Departments
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Town Facilities

Core Maintenance Facility	39,520	Mid-Year Property Insurance Premium
Prof Services - Town Hall	25,000	Cleaning Contract Exceeded Budget

Police - Administration

Printing & Publication	1,400	Citation Printing for Updated Changes
Petroleum Products	2,400	Fuel Price Increases
Prisoner Expense	850	Exceeded Budget

Police - Patrol

Salaries & Benefits	5,296	Reclass Internship Budget to Departments
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Victim Services

Overtime	1,200	Exceeded budget
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Animal Shelter/Control

Overtime	5,400	Exceeded Budget Due to Vacancies
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Public Works Administration

Salaries & Benefits	1,664	Reclass Internship Budget to Departments
Salaries & Benefits	3,000	Wage Adjustments

Engineering

Salaries & Benefits	4,842	Reclass Internship Budget to Departments
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Community Initiatives

Rodeo Grounds/Fair	20,000	Management Agreement Approved at 12/6/2021 Regular Council Meeting
Trash Collection	10,000	Contract Adjustment Approved at 5/16/2022 Council Meeting

Town-Wide Services

Internships	(18,700)	Reclass Internship Budget to Departments
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Transfers Out

Transfer to Fleet Maint Fund	32,164	Implement Compensation Study Approved at 12/19/2022 Council Workshop
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Total General Fund

158,631

Special Revenue Fund Expenditures and Other Uses**Animal Care Fund**

Floor Replacement	1,108	Exceeded budget
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START Administration

Training, Travel, & Meetings	5,000	Exceeded budget
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Total Special Revenue Funds

6,108

Capital Project Fund Expenditures and Other Uses**Capital Projects Fund**

Home Ranch Public Restrooms	20,000	Home Ranch Heat Pump Installation
Annual Street Reconstruction	(20,000)	Change Order Approved at 5/15/2023 Council Meeting
Flat Creek/Karns planning/desi	20,000	Change Order Approved at 5/15/2023 Council Meeting
Public Arts Program Projects	27,830	Public Art Task Force - FY2023 Plan
Fire/EMS Capital - Fund 13	94,718	FY2022 Capital Project Rollover
Transfer to Water Fund	3,551	Close Out Interfund Loan for 155 Pearl St Acquisition
Transfer to Sewage Fund	3,551	Close Out Interfund Loan for 155 Pearl St Acquisition

Total Capital Project Funds

149,650

Water Fund Expenditures and Other Uses**Wells**

Water Tank - State Lease	11,801	FY2022 Lease Payment
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Capital Outlay

Millward Water Main Replacemen	300,000	Project Approved at 10/17/2022 Council Meeting
Flat Creek Dr. South Waterline	99,240	Change Order Approved at 5/15/2023 Council Meeting

Total Water Fund	411,041	
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Sewage Fund Expenditures and Other Uses**Plant Operations**

Salaries & Benefits	(55,321)	Reclass FTE to correct division
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Maintenance & Operations

Salaries & Benefits	55,321	Reclass FTE to correct division
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Capital Outlay

Treatment Lab Make-up Air Unit	26,000	Exceeded Budget
Gill Ave & Alley	920,000	Project approved at 3/6/2023 Council Meeting
Save the Block Alley - 225 LF	(75,000)	Reallocate to Gill Ave per 3/6/2023 Regular Council Meeting

Total Sewage Fund	871,000	
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Internal Service Fund Expenditures and Other Uses**IT Service Fund**

Rubrik Backup System Expansion	32,700	FY2022 Capital Project Rollover
Police Interview Room Camera S	12,000	FY2022 Capital Project Rollover
Contract Maintenance	10,000	Email Security Enhancement April - June
Contract Maintenance	36,000	Microsoft Contract Adjustment
Contract Maintenance	42,800	Door Security Systems Maintenance Contract Increase
Parking Enforcement LPR platform	90,000	Replacement of existing Parking enforcement LPR equipment. Approved by Tyler 5/24

Total Internal Service Fund	223,500	
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Total Expenditures and Other Uses	1,819,930	
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Water Revenues and Other Sources

Transfer In Capital Proj Fund	3,551	Close Out Interfund Loan for 155 Pearl St Acquisition
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Total Water Revenues and Other Sources	3,551	
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Sewer Revenues and Other Sources

Transfer In Capital Proj Fund	3,551	Close Out Interfund Loan for 155 Pearl St Acquisition
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Total Sewer Revenues and Other Sources	3,551	
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Internal Service Fund Revenues and Other Sources**Fleet Management**

Transfer from General Fund	32,164	Implement Compensation Study Approved at 12/19/2022 Council Workshop
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Total Internal Service Fund	32,164	
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Total Revenues and Other Sources	39,266	
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STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	FY2024 Fee Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization through resolutions.

Requested Action.

Staff requests that Council adopt the proposed fee schedule.

Recommendations.

Staff recommends the Town Council consider and discuss the proposed fees, make any changes, and adopt the fee schedule.

Background.

The Town adopted a fee schedule by resolution on March 17, 2021. Town Council reviews the fee schedule during the budget process and adopts a new fee schedule with an effective date coinciding with the new fiscal year (July 1, 2023). Council is not required to adopt a new schedule each year. Council may also adopt fee schedule changes during the fiscal year, not just at the beginning of the fiscal year.

Analysis & Key Questions.

Council and Staff discussed fee schedule adjustments at the April 17, April 24, May 8, May 15 and May 22 budget workshops. Council agreed to increase all fees by 6.41%. This is the annual change per the Denver, CO Consumer Price Index (CPI) issued by U.S. Bureau of Labor Statistics. Council directed staff to include the following four new Public Works fees as follows:

- Demolition Permits
- Encroachment Agreements
- Encroachment Permits
- Flood Development Permits
- Grading Permits

The only edits Council made to the draft fee schedule were around liquor licenses at the May 22 meeting. Council gave direction to double and/or increase to the maximum the current fees as follows:

License	Current Fee	Proposed Fee
Bar & Grill	\$1,514	\$3,028
Limited Retail (Club)	\$505	\$1,010
Restaurant	\$1,514	\$3,000

The attached fee schedule is scheduled to be effective July 3, 2023.

Alternatives.

Council could consider a different CPI.

Council could defer the effective date beyond July 3, 2023.

Comprehensive Plan & Priority Alignment.

Establishing and maintaining a clear and transparent fee schedule aligns with Quality Community Service Provision in the Comp Plan: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The fiscal impact of the Council adopting the fee schedule as proposed is approximately \$110,000.

Staff Impact.

The staff impact of updated fees is approximately 20 hours to update all related applications, documents, etc. that are tied to the fee schedule.

Attachments or Links.

Fee Schedule Resolution 23-09

Appendix A: Fee Schedule

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

I move to approve Resolution 23-09, setting forth and amending the Town of Jackson fee schedule.

RESOLUTION 23-09

A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)

EFFECTIVE JULY 3, 2023

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution, replaces the previously established the **Town of Jackson Fee Schedule**, with the updated Fee Schedule attached hereto as **Appendix A**; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on June 5, 2023, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution #23-09, replacing the previous Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

**RESOLUTION 23-09, APPENDIX A
FEE SCHEDULE, EFFECTIVE 7/3/2023**

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	126.00
	11-49 employees	252.00
	50-99 employees	378.00
	100 employees, or more	630.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	164.00
	11-49 employees	365.00
	50-99 employees	492.00
	100 employees, or more	819.00
5.16.025	Independent Contractors and Agents	126.00
5.16.027	Commercial	128.00
5.16.027	Residential Rentals	128.00
5.06.130	Solicitation - Commercial	128.00
5.06.150	Solicitation - Highway or Street	128.00
5.60.040 C	Short Term Rental	114.00
5.20.010	Installation Permit	32.00
5.32.040	Pawnbroker	33.00
5.20.020	Exposition Licenses	
	< 5 vendors; for-profit expositions	131.00
	> 5 vendors; for-profit expositions	263.00
	< 5 vendors; non-profit expositions	66.00
	> 5 vendors; non-profit expositions	131.00
5.21.060	Transient Merchant	
	per day fee	253.00
	per day fee if a business license holder	47.00
	per day if a non-profit	-
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	47.00
5.12.080 B	Renewal Late Fee	
	\$25 per month on January 30th not to exceed \$100	32.00
5.12.130	Change of Location Fee	
	notice given on new application	47.00

Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	126.00
	> 10 employee	252.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	48.00
	< 30 mpg	72.00
5.50.060 B	Operator License Permit	
	new	120.00
	renewal	61.00
5.50.085	Taxi Fares	
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"	
	https://www.jacksonwy.gov/575/Taxi-Fee-Information	

Miscellaneous		\$ Current Fee
Public Records		
	Copy	
	electronic document, <i>per document</i>	11.00
	black and white paper	0.27 /page
	color paper	0.53 /page
	Plotted Map	
	size 11x17, each	15.00
	size 24x36, each	38.00
	size 36x54, each	53.00
	Photograph	15.00
	Police Report	15.00
	LDRs and Comprehensive Plan	62.00
	Research / Compilation Services	16.00
	External electronic media (disk, usb drive, etc.)	15.00
	Postage / shipping	actual cost
	Other special circumstances	actual cost
	Vehicle Inspection	11.00
	Public Intoxication Administrative Fee (Set by Ordinance)	10.00
	DUI Administrative Fee (Set by Ordinance)	
	Convicted	800.00
	Deferred	750.00
	Boot list Administrative Fee (Set by Ordinance)	50.00
	Municipal Court Record Search	10.00
Jackson Hole Airport		\$ Current Fee
2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commercial aircraft, not to exceed	6.00
Liquor License		\$ Current Fee
6.20.006 C	Annual Liquor License	
	Bar and Grill	3,028.00
	Limited Retail (Club)	1,010.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	3,000.00
	Retail	1,500.00
	Satellite Manufacturer	100.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	50.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	100.00
Animal Shelter Impounding, Board, Adoption		\$ Current Fee
7.02.040 B	Capture of Animals, Impoundment	
	First	33.00
	Same animal, second within one year	46.00
	Same animal, third within one year	65.00
	Same animal fourth and more within one year	130.00
	Impoundment, Boarding	
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	19.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	117.00
Res 09-04	Cat, impounded for 7+ days	101.00

Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	64.00
	Cat, annual fee	64.00
	Owner Surrender	37.00
	Rabies voucher	27.00
	Teton County License	27.00
	Altered	11.00
	Unaltered	27.00

Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	207.00

Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	55.00
8.36.070 C	Second conviction	110.00
8.36.070 C	Third Conviction goes to Municipal Court	-

Encroachment Permit		\$ Current Fee
12.08.030	Encroachment Agreements	
	Deposit on Application: Non-Refundable, applied to final request	50.00
	Request for Encroachment	601.00
	Encroachment Agreement	601.00
	Crane in PROW (set in crane agreements, per license)	
	Crane Swing in PROW (set in crane agreements, per license)	
	Amendments to Agreements: Half the cost of the Agreement Fee	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
12.08.060	Encroachment Activity:	
	Minimum Fee: Non-Refundable, applied to full Permit Fee	50.00
	Amendment to Permit: Non-refundable	25.00
	Utility Excavation in public street - per utility	500.00
	Utility Excavation in public alley - per utility	300.00
	Utility Excavation in public easement - per utility	300.00
	Driveway cuts/curb cuts installation/replacement - each	180.00
	Curb and gutter installation - each block	180.00
	Sidewalk installation - each block	180.00
	Construction-related, occupy street travel lane - per 50 ft of lane/day	75.00
	Construction-related, occupy bike travel lane/pathway/cycle track - per 50 ft of lane/day	20.00
	Construction-related, occupying sidewalk and buffer area - per 50 ft of lane/day	15.00
	Construction-related, occupy public alley - per day	180.00
	Construction-related, occupy time-restricted parking space - per space/day	89.00
	Construction-related, occupy non-time restricted parking space - per space/day	50.00
	House moving, per Town staff assistance - per mile/day	45.00
	Other, as deemed appropriate by Public Works Director	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Excavation, Construction, and Occupancy fees are cumulative	
	Fees are per the table unless otherwise noted, conditioned, or regulated (e.g. restrictions for winter snow removal ordinance). Minimum permit fees may apply. Minimum pay quantity is as shown.	

Fees, other than the Deposit on Permit, are non-refundable unless staff determines that it was notified prior to the permitted dates that the permit activity would not occur.

Full lane closure is inclusive of adjacent parking, does not include sidewalk and buffer area fee.

Fee Waivers are in accordance with the Planning Permit Fee Waiver policy or other established agreements.

Special Event Permit	\$ Current Fee
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12.28.050 F	Applicants:	
	Non-Profit	29.00
	For-Profit, including commercial film/photo	1,000.00
	Expressive Activity	-

Planning Permit	\$ Current Fee
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Fee Waiver

The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:

1. A project that is sponsored by a governmental entity, or a project that received public funding.

2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.

Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.

General Pre-Application Conference (per Pre-App meeting)

Sketch Plan, Special Use, Planned Unit Development	767.00
Conditional Use, Development Plan, Map Amendment	384.00
Development Option Plan	384.00
Grading & Erosion Control	192.00
Optional/Elective Conference with:	
Staff	192.00
Planning Commission or Town Council	original fee
Design Review Committee	255.00

Physical Development

Sketch Plan, Development Plan	3,198.00
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Sign Permit

Per Sign	96.00
Master Signage Plan	384.00

Basic Use Permit	640.00
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Conditional Use Permit

Use Permit only	3,198.00
Concurrent with application requiring public hearing	640.00

Special Use Permit	3,198.00
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Development Option or Subdivision

Development Option Plan	640.00
Subdivision Plat, <i>plus technical review fee</i>	1,279.00
Exempt Land Division	no charge

Boundary Adjustment

Plat Required, <i>plus technical review fee</i>	1,279.00
Without Plat, <i>plus technical review fee</i>	576.00

Interpretations	
Formal Interpretation	640.00
Zoning Compliance Verification	640.00
Amendments	
LDR Text	1,919.00
Zoning Map	1,919.00
Planned Unit Development	1,919.00
Relief	
Administrative Adjustment	640.00
Variance	640.00
Appeal of Administrative Decision	640.00
Beneficial Use Determination	1,279.00
Enforcement	
After-the-Fact Permit	initial fee x 2
Amendments of Permits or Approvals	
Re-Submittal while in review process	half initial fee
To approved plans and permits, <i>fee for permit review required by net change in density/intensity</i>	calculation
To condition requiring Council approval	640.00
Miscellaneous	
Administrative decision elevated to public hearing	640.00
Planner of Day, miscellaneous services, research, <i>per hour</i>	100.00

Building Permit (IBC)		\$ Current Fee
15.04.020 7	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	532.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.60/sf
	Commercial, Office, Multi-family and similar	1.06/sf
	Warehouse, storage and similar	1.06/sf
15.04.090	Remodels and Alterations	
	<u>Total Valuation</u> <u>Fee Calculation</u>	
	\$1 to 17,000	272.00
	\$17,001 to 40,000	\$272 for the first \$17,000 plus \$11 for each additional \$1000 or fraction thereof, to and including \$40,000
	\$40,001 to 100,000	\$518 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
	\$100,001 to 500,000	\$1,093 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000
	\$500,001 to \$1million	\$4,072 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000
	\$1,000,001 to \$5million	\$6,732 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
	\$5million +	\$19,501 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof
15.04.090	Other Inspections	
	Plan review assessed @ 65% of building permit fee	
	outside normal business hours	106.00/hr
	Re-inspection under Section 305(g)	80.00/hr
	No fee specifically indicated	80.00/hr
	Review of revisions made to Approved Plan	106.00/hr

Mechanical Permit (IMC)		\$ Current Fee
15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	53.00
	For issuing each supplemental permit	21.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	27.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	32.00
	Install or relocate each floor furnace, including vent	23.00
	Install or relocate suspended, recessed or floor mounted heater	23.00
	Install, relocate or replace appliance vent	16.00
	Repair or alter any heating, cooling, absorption or evaporative system	21.00
	Install or relocate boiler or compressor to 3 hp	23.00
	Install or relocate absorption system to 100,000 btu/h	23.00
	Install or relocate boiler or compressor 3-15 hp	43.00
	Install or relocate absorption system 100,000-500,000 btu/h	43.00
	Install or relocate boiler or compressor 15-30 hp	59.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	59.00
	Install or relocate boiler or compressor 30-50 hp	90.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	90.00
	Install or relocate boiler or compressor over 50 hp	160.00
	Install or relocate absorption system over 1,750,000 btu/h	160.00
	Each air-handling unit up to 10,000 cfm and attached ducts	21.00
	Each air-handling unit over 10,000 cfm	32.00
	Each evaporative cooler other than portable type	21.00
	Each ventilation fan attached to a single duct	16.00
	Each ventilation system not part of heating or air conditioning system	21.00
	Installation of hood system serving any mechanical exhaust, including ducts	21.00
	Install or relocate domestic type incinerator	32.00
	Install or relocate commercial or industrial incinerator	122.00
	Install, relocate or alter any unclassified equipment	21.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	Gas-piping Systems to 5 outlets	16.00
	For each additional Gas-piping System outlet, per outlet	5.00
15.12.030	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min
	For which no fee is specifically indicated	80.00/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min

Electrical Code		\$ Current Fee
15.20.010 3	Valuation of Electrical Work	
	1.00 to 500	38.00
	500.01 to 600	44.00
	600.01 to 700	49.00
	700.01 to 800	53.00
	800.01 to 900	59.00
	900.01 to 1,000	64.00
	1,000.01 to 1,100	68.00
	1,100.01 to 1,200	73.00
	1,200.01 to 1,300	79.00
	1,300.01 to 1,400	84.00
	1,400.01 to 1,500	88.00
	1,500.01 to 1,600	94.00
	1,600.01 to 1,700	99.00
	1,700.01 to 1,800	103.00

1,800.01 to 1,900	109.00
1,900.01 to 2,000	114.00
2,000.01 to 3,000	129.00
3,000.01 to 4,000	149.00
4,000.01 to 5,000	168.00
5,000.01 to 6,000	188.00
6,000.01 to 7,000	209.00
7,000.01 to 8,000	229.00
8,000.01 to 9,000	249.00
9,000.01 to 10,000	269.00
10,000.01 to 11,000	288.00
11,000.01 to 12,000	309.00
12,000.01 to 13,000	329.00
13,000.01 to 14,000	349.00
14,000.00 to 15,000	369.00
15,000.01 to 16,000	389.00
16,000.01 to 17,000	429.00
17,000.01 to 18,000	449.00
18,000.01 to 19,000	469.00
19,000.01 to 20,000	489.00
20,000.01 to 21,000	510.00
21,000.01 to 22,000	529.00
22,000.01 to 23,000	549.00
23,000.01 to 24,000	569.00
24,000.01 to 25,000	591.00
25,000.01 to 50,000 = \$591.00 for the first \$25,000.00, plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
50,000.01 to 100,000 = \$966.00 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
100,000.01 and Up = \$1,467.00 for the \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof	
Connect all temporary services	35.00

Plumbing Permits		\$ Current Fee
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15.24.030

Plumbing and Fuel Gas Permits	
For issuing each permit	53.00
For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	16.00
For each building sewer and trailer park sewer	27.00
Rainwater systems – per drain (inside building)	16.00
For each water heater and/or vent	16.00
For each gas-piping system of one to five outlets	16.00
For each additional gas-piping system outlet, per outlet	5.00
For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	16.00
For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	16.00
For each repair or alteration of drainage or vent piping, each fixture	16.00
For each lawn sprinkler system on any one meter including backflow protection devices	16.00
For atmospheric-type vacuum breakers not included in Item #10:	-
1 to 5 each	16.00
over 5 each	5.00
For each backflow protective device, other than atmospheric-type vacuum breakers:	-
2 inch diameter and smaller	16.00
over 2 inches in diameter	27.00
Install Hydronic Heating- up to 1000 sq. ft	23.00
Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00

Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
Install Hydronic Heating- 5001 sq. ft. and over	80.00
For each Fire Sprinkler System	16.00
Inspections	
Inspections outside normal business hours	106.00/hr min
Re-inspection fee	80.00/hr min
Inspections for which no fee is specifically indicated	80.00/hr min
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min

Flood Damage Prevention	\$ Current Fee
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15.30.110	Floodplain Development Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Scale of project is determined by the Floodplain Administrator and examples of projects are included in the application:	
	Small Scale	300.00
	Large Scale	750.00
	Floodplain Map Revision (CLOMR and LOMR) Application	1,200.00
	Permit Revisions: half the cost of the original permit	
	Variance Application	750.00
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Contractor Licensing	\$ Current Fee
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15.36.040 i	Classification:	
	General Contractor (Class A)	426.00
	Building Contractor (Class B)	426.00
	Building Contractor Restricted (Class Br)	426.00
	Residential Contractor (Class C)	426.00
	Electrical Contractor	426.00
	Low Voltage Electrical Contractor	426.00
	Plumbing Contractor	426.00
	HVAC Contractor	426.00
	Woodstove/Gas Stove Installer	426.00
	Gas Service Contractor	426.00
	Lawn Sprinkler Installer	426.00
	Water Conditioning Installer	426.00
	Refrigerator Contractor	426.00
	Fire Sprinkler Contractor	426.00
15.36.050 G	Certificates of Qualification	
	Initial Certificate	160.00
	Renewal of Certificate	80.00

Demolition Standards		\$ Current Fee
15.38.010	Demolition Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Demolition Permit	250.00
	Permit Revisions: half the cost of the original permit	
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Grading, Erosion Control, and Stormwater Management		\$ Current Fee
LDR: 5.7	Grading Permit	
	Deposit on Grading Permit: Non-Refundable, applied to full Grading Permit Fee	50.00
	Individual Residential (Primary + 1 accessory):	
	Statement	200.00
	Plan Level	600.00
	Multi-Unit Residential (3+ Units)	
	Statement	200.00/unit
	Plan Level	350.00/unit
	Multi-Lot Residential/Subdivision: Plan Level Only	350.00/lot
	Commercial Development: \$0.10/square foot of total development area; minimum fee \$200	
	Permit Revisions: half the cost of the original permit	
	Fee Specifically Indicated: \$100/hour/reviewer	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	493.00
	Internment - Open/Close Cremation	70.00
	Weekend / Holiday Charge	140.00
	Deed Filing Fee	28.00
	Winter Charge (Dec 1 - April 30)	140.00
	Plot Purchase - Full	422.00
	Plot Purchase - Cremation/Infant	140.00
	Disinterment - Open/Close Full	634.00
	Disinterment - Open/Close Cremation	140.00

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	FY24 Budget Resolution	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approval of a resolution adopting the Town of Jackson's Fiscal Year 2024 budget.

Requested Action.

Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.

Staff recommends that the Mayor & Council approve the attached resolution.

Background.

The Mayor and Council are required by statute 16-4-109 and sound fiscal management practice to formally adopt an annual budget. A budget hearing must be held not later than the third Tuesday in June. After holding a public hearing, Council must adopt a budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1. By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship.

Analysis.

Town staff continues to work to balance current needs while preparing for a positive future, recognizing our responsibility to future generations. Fiscal transparency is a key priority, and this budget was prepared in accordance with applicable Wyoming Statutes and Town Ordinances. The proposed FY24 budget strives to:

- Invest in the Town's incredible employees to retain and recruit staff that provide the services our community relies on.
- Work to complete capital projects to continue to provide important core services, enhance quality of life, and move us towards our transportation goals.
- Implement Council's two-year workplan.
- Rely on traditional funding resources, striving to keep increases modest wherever possible.
- Work to reorganize for the 21st Century and find internal efficiencies in the Town organization.

This budget includes a 0.5 mill assessment. With adoption of the budget, staff will follow the procedure and request the County Assessor assess 0.5 property mills within the Town of Jackson.

Possible Alternatives.

None

Comprehensive Plan & Priority Alignment.

To successfully implement the Comprehensive Plan, Council must set priorities, be strategic, and be disciplined. A critical component is prioritizing and identifying the necessary level of funding to address desired goals, policies, and strategies, which is all critical to the successful implementation of Town Priorities and the Comprehensive Plan. In addition, many of the programs and strategies called for in the Comprehensive Plan come at an additional cost to the community that

current funding levels cannot accommodate. Chapter 8 - Quality Community Service Provision calls for *“Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner.”*

Fiscal Impact.

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

Staff Impact.

The staff impact of preparing this information is estimated at over 350 hours for all department members participating in preparing budget requests and internal staff meetings.

Attachments or Links.

Resolution 23-10 adopting the Fiscal Year 2024 Budget

Suggested Motion.

I move to approve Resolution 23-10 adopting the Town of Jackson’s fiscal year 2024 budget as presented and further direct staff to request the County Assessor assess 0.5 property mills within the Town of Jackson.

RESOLUTION 23-10

A RESOLUTION ADOPTING THE FISCAL YEAR 2022 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2024 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2024
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$17,489,035	\$ 9,314,534	\$25,177,200	\$15,583,345	\$ 4,053,135	\$ 71,617,248
Revenues:						
Taxes	12,512,280	1,425,211	10,000,000	-	-	23,937,491
Licenses & Permits	1,461,623	867,000	-	-	-	2,328,623
Intergovernmental	15,407,435	15,008,954	5,368,933	-	-	35,785,322
Charges for Services	812,558	2,256,492	-	6,394,555	7,439,708	16,903,313
Fines & Forfeitures	385,000	-	-	-	-	385,000
Miscellaneous Revenue	894,012	919,301	670,044	431,280	121,600	3,036,237
Total Revenues	31,472,908	20,476,958	16,038,977	6,825,835	7,561,308	82,375,986
Transfers In	2,064,578	4,582,266	10,036,486	362,662	401,000	17,446,992
Total Sources	33,537,486	25,059,224	26,075,463	7,188,497	7,962,308	99,822,978
Expenditures:						
General Government	8,045,020	635,970	11,191,190	-	5,593,812	25,465,992
Public Safety	11,761,816	-	1,181,975	-	527,600	13,471,391
Public Works	3,576,843	-	8,041,622	8,363,890	3,104,971	23,087,326
Community Health & Human Services	1,240,106	-	-	-	-	1,240,106
Community Initiatives	455,675	1,576,530	-	-	-	2,032,205
Transit	-	20,303,181	-	-	-	20,303,181
Culture & Recreation	2,065,006	1,072,000	8,964,548	-	-	12,101,554
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	729,902	-	-	-	-	729,902
Total Expenditures	27,874,368	23,587,681	29,379,335	8,430,860	9,226,383	98,498,627
Transfers Out	9,475,325	1,834,512	763,662	5,282,556	90,937	17,446,992
Total Uses	37,349,693	25,422,193	30,142,997	13,713,416	9,317,320	115,945,619
Ending Fund Balance	\$ 13,676,828	\$ 8,951,564	\$ 21,109,666	\$ 9,058,426	\$ 2,698,123	\$ 55,494,607
Change in Fund Balance	(3,812,207)	(362,970)	(4,067,534)	(6,524,919)	(1,355,012)	(16,122,642)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2024:

General Fund	
General Government	
Mayor & Town Council	\$ 397,348
Town Attorney	731,370
Municipal Judge	318,646
Administration	471,737
Town Clerk & Personnel	1,016,974
Finance	800,802
Community Development	808,144
Information Technology	1,113,490
Planning	1,413,893
Town Facilities	972,616
Public Safety	
Police	6,452,212
Fire/EMS (County)	2,923,937
Emergency Management (County)	160,169
Communications Center (County)	801,038
Victim Services	434,227
Animal Shelter/Control	461,778
Building Inspections	528,455
Public Works	
Public Works Administration	472,478
Streets	2,253,678
Town Engineer	791,825
Yard Operations	58,862
Health and Welfare	
Social Services	1,240,106
Community Development	
Community Promotion	455,675
Culture and Recreation	
Parks & Recreation (County)	1,954,651
Pathways	75,862
Memorial Park (Cemetery)	34,493
Unallocated	
Town-Wide Services & Insurance	729,902
Transfers Out	9,475,325
Total	<u><u>\$ 37,349,693</u></u>
Special Revenue Funds	
Affordable Housing	
Community Development	\$ 1,571,530
Parking Exactions	
Community Development	5,000
Park Exactions	
Culture & Recreation	522,000
Employee Housing	
General Government	635,970
Transfers Out	101,781
Animal Care	
Transfers Out	55,000
Lodging Tax	
Culture and Recreation	550,000
Transfers Out	1,541,779
START Bus System	
Administration	2,029,987
Operations	7,578,456
Capital Outlay	10,694,738
Transfers Out	135,952
Total	<u><u>\$ 25,422,193</u></u>

Capital Projects Funds

Capital Projects (5th cent)

Public Works

Annual Street Maintenance	\$ 900,000
Annual R&M - Boardwalks	106,000
Annual R&M-Paint Projects	90,000
Stormwater Management Program	343,219
Downtown Pedestrian Project - Center St	20,000
Parking garage structural columns	25,000
Cemetery Privacy fence	29,295
General ROW Improvements	50,000

Pathways

TOJ Bicycle Network Improvements	125,000
Pathways Annual Cap. Repairs	25,000
E-Bike Safety Improvements	300,000
Bike Racks	7,000
Pathway Bench	5,000
USFWS Connector & North Cache	35,000
Scott Lane-Maple Way Bike/Ped	40,000

Culture and Recreation

Parks & Recreation (County)	8,047,548
SK- Patio/Airlock Replacements	30,000
Snow King Center Improvements - New Roof (ski club, 3 phases)	350,000

Public Safety

Fire/EMS (County)	504,160
Emergency Management	59,800
Hand-Held Radios (2)	25,000
Dispatch (County)	593,015

General Government

VH RepairRoof Internal Gutters	25,000
Vertical Harvest stairs, rails - repair and paint	30,000
Core Maintenance Facility	10,141,190
Fuel Island	720,000
Commercial properties radon remediation	25,000
Climate Action Projects	250,000

Transfers Out

763,662

2006 SPET

North King to Forest Service (Rec Center Roadway)	255,384
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2010 SPET

DC Fast Charging	-
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2014 SPET

North Cache Streetscape Phase II	10,000
Gregory Lane Complete St/Drainage	500,000

2016 SPET

West Broadway Landslide	20,000
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2019 SPET

Core Maintenance Facility	5,351,574
Thaw Well Design & Install	341,150
Total	<u>\$ 30,142,997</u>

Enterprise Funds

Water Utility

Public Works

Maintenance and operations	\$ 1,352,738
Water wells	348,171
Billing, accounting, & insurance	325,023
Capital outlay	2,983,485
Debt service	66,970
Transfers Out	2,641,278

Sewage Utility

Public Works

Sewage plant operations	1,037,302
Maintenance and operations	641,590
Billing, accounting, & insurance	203,581
Capital outlay	1,472,000
Transfers Out	2,641,278
Total	<u>\$ 13,713,416</u>

Internal Service Funds

Employee Insurance	\$ 3,502,497
Fleet Management	2,443,971
Central Equipment	1,188,600
IT Services	<u>2,182,252</u>
Total	<u><u>\$ 9,317,320</u></u>

PASSED, APPROVED, & ADOPTED this 5th day of June , 2023
Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Charter Ordinance Related to Vice Mayor and Acting Vice Mayor Appointment by Mayor	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a Charter Ordinance to allow for the Mayor to appoint a Vice Mayor to serve in the absence of the Mayor and an Acting Vice Mayor to serve temporarily in the absence of the Vice Mayor as needed.

Requested Action.

Staff requests Council approve Charter Ordinance M as proposed on first reading.

Recommendations.

Staff recommends Council approve Charter Ordinance M on first reading and utilize the title of 'Acting Vice Mayor' for that position.

Background.

As noted at the Council meeting on May 15, 2023, in 2004, the Town of Jackson became a first class city. When cities move to this status, they are then subject to Article 3 of Title 15, which requires changing from having a Mayor Pro Tem to having a President and Acting President. When the Town of Jackson changed to a first class city, it overlooked this change. In order to provide for the continuity of government and for the Town's business to continue to be transacted in the absence of the Mayor, staff recommended the Town Council move forward with formalizing a second in leadership position for the Town Council.

Wyo. Stat. § 15-3-203 provides as follows:

The governing body may elect from their number a president who, in the absence of the mayor, shall preside at all meetings of the governing body. If the office of mayor is vacant, the president shall occupy the office until the vacancy is filled. The governing body may elect one (1) councilman to serve temporarily as acting president in the president's absence. The president and acting president, when occupying the place of the mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the president or acting president, while so acting, are as binding upon the council and upon the city as if done by the mayor.

The Wyoming Constitution provides in relevant part that municipalities "may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns . . . may not apply to such city or town." Wyo. Stat. § 15-3-203 is not applicable to *all cities and all towns*; rather, it is only applicable to first class cities, and thus the Town may elect to exempt itself from the statute.

At the Town Council meeting on May 15, 2023, the Town Council provided direction to staff to bring forward a charter ordinance to exempt itself from those statutes that require the election from amongst the Council of a President and Acting President and instead allow the Mayor to appoint a Vice Mayor to serve in the absence of the Mayor, preside at meetings, to perform all duties, and if the office of Mayor is vacant, to occupy the office until the vacancy is filled. Council also provided direction for that charter ordinance to allow the Mayor to appoint an Acting Vice Mayor to serve temporarily in the Vice Mayor's absence. At the May 15 meeting, the Council did not come to an agreement on the title for the 'Acting

Vice Mayor’ or ‘Second Vice Mayor’ therefore this question still needs to be answered for staff to make the necessary amendments to the Municipal Code and Council Rules and Procedures. Staff has presented the ordinances utilizing the ‘Vice Mayor’ and ‘Acting Vice Mayor’ titles. Other options for the titles would be Mayor Pro Tempore (Pro Tem) and Acting Mayor Pro Tempore (Pro Tem).

The Wyoming Constitution stipulates that a charter ordinance:

- a. Must be passed by 2/3 vote of all elected members of Council.
- b. Must be read 3 times with 10 days between 1st and 3rd reading.
- c. Must be published after 3rd reading.
- d. Must be published for two consecutive weeks.
- e. Takes effect 60 days after final publication (if there is not an effective petition).

There are references to the Vice Mayor in the Municipal Code and to a ‘senior’ member of Council that need to be updated to reflect the authorization allowed by the charter ordinance. These additional ordinances are presented with a separate staff report. This change will also require changes to the Council’s Rules and Procedures, and those changes will be presented at an upcoming meeting. The schedule for completion of the changes so that the Mayor can make these appointments is listed below.

Vice Mayor and Acting Vice Mayor Process and Timeline			
Date	Event	Requirement	Reference
6/5/2023	1st reading of Charter Ordinance	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
6/5/2023	1st reading of Muni Code Ordinances	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
6/26/2023	2nd reading of Charter Ordinance	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
6/26/2023	2nd reading of Muni Code Ordinances	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
7/10/2023	3rd reading of Charter Ordinance	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
7/10/2023	3rd reading of Muni Code Ordinances	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
7/12/2023	Charter Ordinance Advertised	Adv Once/week for 2 consecutive weeks	Wyo. Const. Art 13, § 1(c)
7/19/2023	Charter Ordinance Advertised	Adv Once/week for 2 consecutive weeks	Wyo. Const. Art 13, § 1(c)
9/18/2023	Date of Charter Ordinance Effect	60 days after final publication	Wyo. Const. Art 13, § 1(c) & Wyo. Stat. § 22-2-110
9/20/2023	Muni Code Ordinances Advertised & Date of Muni Code Ordinances Effect	Shall be published once	Wyo. Stat. § 15-1-116(a)
10/2/2023	Council Rules & Procedures Amendment and Mayoral Appointment of Vice Mayor and Acting Vice Mayor	Governing body determines rules for conduct of its proceedings	Wyo. Stat. § 15-1-106

Analysis & Key Policy Questions.

Key Policy Question No. 1: Does the Council support the use of the title of ‘Acting Vice Mayor’ or ‘Acting Mayor Pro Tempore’ for the person serving in the absence of the Mayor and Vice Mayor?

The position of ‘Acting Vice Mayor’ is an accurate reflection of the duties that would need to be performed. The duties of the position are spelled out in the charter ordinance and reflect the language in the Wyoming Statutes related to ‘Acting President’ of Council. Staff recommends the title of ‘Acting Vice Mayor.’

Possible Alternatives.

The alternative is outlined in the Key Policy Question noted above.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values of community character in the comprehensive plan, continuity of government at the Town Council level is necessary.

Fiscal Impact.

There is no direct cost to amend the Rules and Procedures or appoint a Vice Mayor and Acting Vice Mayor. Once ordinances are adopted, there are costs associated with advertising that may run approximately \$1000 per ordinance, depending on the length. The charter ordinance must be advertised for two consecutive weeks and the regular ordinances once.

Staff Impact.

Staff is estimating the time involved with all of the steps as outlined in the below table.

Staff Impact of Charter Ordinance & Appointments		
Task	Departments	Estimated Hours
Research of Initial Issue	Legal, Administration	9
Staff Report Prep & Review for May 15	Legal, Administration	11
Charter Ordinance Research and Prep	Legal	4
Staff Report Prep & Review for June 5	Legal, Administration	5
Muni Code Ordinance Research and Prep	Legal	4
Staff Report Prep & Review for Aug 21	Legal, Administration	5
Updating Rules and Procedures	Administration	1
Staff Report Prep for Rules & Procedures and Appointments for October 2	Legal, Administration	5
Advertising, Printing, Executing, Archiving & Posting Adopted Charter and Muni Code Ordinances	Town Clerk	7
Checking Work of MuniCode for Municipal Code Updates	Town Clerk	4
		55

Attachments or Links.

Charter Ordinance M.

Suggested Motion.

I move to approve Charter Ordinance M on first reading.

ORDINANCE M

AN ORDINANCE ADDING SECTIONS 2.02.022 AND SECTION 2.02.024 TO THE TOWN OF JACKSON MUNICIPAL CODE, A CHARTER ORDINANCE RELATING TO EXEMPTING THE TOWN FROM WYOMING STATUTE SECTION 15-3-203 REGARDING PRESIDENT AND ACTING PRESIDENT OF COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

SECTION I.

There is hereby added to Title 2 of the Municipal Code of the Town of Jackson, Section 2.02.022 to read as follows:

2.02.022 Exemption from Wyoming Statute §15-3-203.

The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of Wyo. Stat. § 15-3-203 relating to the election by the Town Council of a president and acting president.

(Ord. _____ § 1, 2023.)

SECTION II.

There is hereby added to Title 2 of the Municipal Code of the Town of Jackson, Section 2.02.024 to read as follows:

2.02.024 Appointment of Vice Mayor and Acting Vice Mayor.

- A. At the first regular meeting in January following a general election, and as deemed appropriate otherwise by the Mayor, the Mayor shall appoint a Councilmember, other than the Mayor, to serve as Vice Mayor.
- B. At the first regular meeting in January following a general election, and as deemed appropriate otherwise by the Mayor, the Mayor shall also appoint a Councilmember, other than the Mayor and Vice Mayor, to serve temporarily as acting Vice Mayor in the Vice Mayor's absence.
- C. The Vice Mayor and acting Vice Mayor, when occupying the office of the Mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the Vice Mayor and acting Vice Mayor, while so acting, are as binding upon the Council and upon the Town as if done by the Mayor.

(Ord. _____ § 2, 2023.)

SECTION III

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

This Charter Ordinance shall be passed by a two-thirds vote of all members of the governing body and shall be published once each week for two consecutive weeks in a newspaper for general circulation of the city. This Ordinance shall not take effect until the sixtieth day after its final passage. If prior to the sixtieth day, a petition signed by a number of qualified electors of Jackson, equaling at least ten percent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the Town Clerk, demanding that this ordinance be submitted to referendum, then this ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed.

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

[illegible]

I hereby certify that the foregoing Charter Ordinance 1G was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ and _____ days of _____, 2023.

I further certify that the foregoing Charter Ordinance was duly recorded on Page _____ of Book of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance N: An Ordinance Repealing Duplicate Section for Position of Vice Mayor	Public Comment:	Yes

Purpose & Policy Considerations.

After consideration of the Charter Ordinance related to the Vice Mayor and Acting Vice Mayor appointment and the new section in the Municipal Code that it would create, the purpose of this item is for Council to consider an Ordinance to repeal duplicate language in the Municipal Code related to the position of Vice Mayor.

Requested Action.

Staff requests Council approve Ordinance N as proposed on first reading.

Recommendations.

Staff recommends Council approve Ordinance N on first reading.

Background.

At the Town Council meeting on May 15, 2023, the Town Council provided direction to staff to bring forward a charter ordinance to exempt itself from those statutes that require the election from amongst the Council of a President and Acting President and instead allow the Mayor to appoint a Vice Mayor to serve in the absence of the Mayor, preside at meetings, to perform all duties, and if the office of Mayor is vacant, to occupy the office until the vacancy is filled. Council also provided direction for that charter ordinance to allow the Mayor to appoint an Acting Vice Mayor to serve temporarily in the Vice Mayor's absence.

Because the Charter Ordinance incorporates language into the Municipal Code providing for the appointment of a Vice Mayor and Acting Vice Mayor by the Mayor, the separate section in the Municipal Code, Section 2.04.070, and Section 1 of Ordinance No. 1300 is duplicate and unnecessary.

An additional ordinance, Ordinance O, is also presented at this meeting under a separate staff report to amend the Municipal Code to reflect the duties of the new Vice Mayor and Acting Vice Mayor. The charter ordinance and these ordinance changes will also require changes to the Council's Rules and Procedures, and those changes will be presented at an upcoming meeting. The charter ordinance must take effect prior to the Municipal Code changes and therefore it will be acted on first, advertised, and take effect prior to adoption, advertisement, and effectiveness of the Municipal Code ordinance changes. The schedule for completion of the changes so that the Mayor can make these appointments is listed below.

Vice Mayor and Acting Vice Mayor Process and Timeline			
Date	Event	Requirement	Reference
6/5/2023	1st reading of Charter Ordinance	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
6/5/2023	1st reading of Muni Code Ordinances	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
6/26/2023	2nd reading of Charter Ordinance	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
6/26/2023	2nd reading of Muni Code Ordinances	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
7/10/2023	3rd reading of Charter Ordinance	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
7/10/2023	3rd reading of Muni Code Ordinances	3 rdgs, 10 days between 1st and 3rd rdg	Wyo. Stat. § 15-1-115(c)
7/12/2023	Charter Ordinance Advertised	Adv Once/week for 2 consecutive weeks	Wyo. Const. Art 13, § 1(c)
7/19/2023	Charter Ordinance Advertised	Adv Once/week for 2 consecutive weeks	Wyo. Const. Art 13, § 1(c)
9/18/2023	Date of Charter Ordinance Effect	60 days after final publication	Wyo. Const. Art 13, § 1(c) & Wyo. Stat. § 22-2-110
9/20/2023	Muni Code Ordinances Advertised & Date of Muni Code Ordinances Effect	Shall be published once	Wyo. Stat. § 15-1-116(a)
10/2/2023	Council Rules & Procedures Amendment and Mayoral Appointment of Vice Mayor and Acting Vice Mayor	Governing body determines rules for conduct of its proceedings	Wyo. Stat. § 15-1-106

Analysis & Key Policy Questions.

The Council will have answered the key policy question of the title of the 'Acting Vice Mayor' with adoption on first reading of the charter ordinance.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values of community character in the comprehensive plan, continuity of government at the Town Council level is necessary and accurate and clear language in the Municipal Code is needed.

Fiscal Impact.

There is no direct cost to amend the Rules and Procedures or appoint a Vice Mayor and Acting Vice Mayor. Once ordinances are adopted, there are costs associated with advertising that may run approximately \$1000 per ordinance, depending on the length.

Staff Impact.

Staff is estimating the time involved with all of the steps as outlined in the below table.

Staff Impact of Charter Ordinance & Appointments		
Task	Departments	Estimated Hours
Research of Initial Issue	Legal, Administration	9
Staff Report Prep & Review for May 15	Legal, Administration	11
Charter Ordinance Research and Prep	Legal	4
Staff Report Prep & Review for June 5	Legal, Administration	5
Muni Code Ordinance Research and Prep	Legal	4
Staff Report Prep & Review for Aug 21	Legal, Administration	5
Updating Rules and Procedures	Administration	1
Staff Report Prep for Rules & Procedures and Appointments for October 2	Legal, Administration	5
Advertising, Printing, Executing, Archiving & Posting Adopted Charter and Muni Code Ordinances	Town Clerk	7
Checking Work of MuniCode for Municipal Code Updates	Town Clerk	4
		55

Attachments or Links.

Ordinance N.

Suggested Motion.

I move to approve Ordinance N on first reading.

ORDINANCE N

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE NO. 1300 AND JACKSON MUNICIPAL CODE SECTION 2.04.070 REGARDING VICE MAYOR; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Ordinance No. 1300 and Jackson Municipal Code Section 2.04.070 are hereby repealed.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2023.

PASSED 2ND READING THE _____ DAY OF _____, 2023.

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2023.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance O: An Ordinance Amending Excused Absences and Vacancies Related to Acting Vice Mayor Responsibilities	Public Comment:	Yes

Purpose & Policy Considerations.

With the creation of the Acting Vice Mayor position, the purpose of this item is for Council to consider an Ordinance that would amend the Municipal Code to remove the reference to a senior member of Council and replace it with the Acting Vice Mayor as it relates to excused absences and vacancies.

Requested Action.

Staff requests Council approve Ordinance O as proposed on first reading.

Recommendations.

Staff recommends Council approve Ordinance O on first reading.

Background.

At the Town Council meeting on May 15, 2023, the Town Council provided direction to staff to bring forward a charter ordinance to exempt itself from those statutes that require the election from amongst the Council of a President and Acting President and instead allow the Mayor to appoint a Vice Mayor to serve in the absence of the Mayor, preside at meetings, to perform all duties, and if the office of Mayor is vacant, to occupy the office until the vacancy is filled. Council also provided direction for that charter ordinance to allow the Mayor to appoint an Acting Vice Mayor to serve temporarily in the Vice Mayor's absence.

Because the Charter Ordinance incorporates language into the Municipal Code providing for the appointment of an Acting Vice Mayor, the references to 'a senior member of the Town Council' need to be replaced with 'the acting Vice Mayor.' Section 2.04.060 of the Municipal Code contains those references as they relate to excused absences, vacancies, and procedure for filling.

An additional ordinance, Ordinance N, is also presented at this meeting under a separate staff report to repeal a duplicate section in the Municipal Code related to the position of Vice Mayor. The charter ordinance and these ordinance changes will also require changes to the Council's Rules and Procedures, and those changes will be presented at an upcoming meeting. The charter ordinance must take effect prior to the Municipal Code changes and therefore it will be acted on first, advertised, and take effect prior to adoption, advertisement, and effectiveness of the Municipal Code ordinance changes. The schedule for completion of the changes so that the Mayor can make these appointments is listed below.

Vice Mayor and Acting Vice Mayor Process and Timeline			
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Analysis & Key Policy Questions.

The Council will have answered the key policy question of the title of the 'Acting Vice Mayor' with adoption on first reading of the charter ordinance.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values of community character in the comprehensive plan, continuity of government at the Town Council level is necessary and accurate and clear language in the Municipal Code is needed.

Fiscal Impact.

There is no direct cost to amend the Rules and Procedures or appoint a Vice Mayor and Acting Vice Mayor. Once ordinances are adopted, there are costs associated with advertising that may run approximately \$1000 per ordinance, depending on the length.

Staff Impact.

Staff is estimating the time involved with all of the steps as outlined in the below table.

Staff Impact of Charter Ordinance & Appointments		
Task	Departments	Estimated Hours
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Staff Report Prep & Review for May 15	Legal, Administration	11
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Muni Code Ordinance Research and Prep	Legal	4
Staff Report Prep & Review for Aug 21	Legal, Administration	5
Updating Rules and Procedures	Administration	1
Staff Report Prep for Rules & Procedures and Appointments for October 2	Legal, Administration	5
Advertising, Printing, Executing, Archiving & Posting Adopted Charter and Muni Code Ordinances	Town Clerk	7
Checking Work of MuniCode for Municipal Code Updates	Town Clerk	4
		55

Attachments or Links.

Ordinance O in tracked changes version and in clean version.

Suggested Motion.

I move to approve Ordinance O on first reading.

ORDINANCE O

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1300; AND SECTION 2.04.060 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING EXCUSED ABSENCES AND VACANCY PROCEDURES FOR TOWN COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1300; and Section 2.04.060 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

2.04.060 Excused absences; vacancies; procedure for filling.

...

- C. *Filling a vacancy in the office of Mayor.* If the office of Mayor is declared vacant, the procedure for appointment to fill such vacancy shall include at a minimum:
1. The Vice Mayor, or in their absence, ~~the acting Vice Mayor a senior member of the Town Council will,~~ shall at a regular or special meeting of the Town Council, call for nominations from the Council to determine who among them shall fill the office of Mayor until the next general election. Each Councilmember is limited to one nomination.
 2. The Vice Mayor, or in their absence, ~~the acting Vice Mayor a senior member of the Town Council,~~ shall then call for a motion to vote on the member of the governing body who will fill the office of Mayor. The governing body shall select the Mayor by successive votes, if necessary, until one of the nominees receives a simple majority of the votes.
 3. The member selected to fill the Mayoral vacancy will be required to resign their Council office when sworn in as Mayor.

...

(Ord. _____ § 1, 2023; Ord. 1300 § 1, 2021).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____ 2023.

PASSED 2ND READING THE _____ DAY OF _____ 2023.
PASSED AND APPROVED THE _____ DAY OF _____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2023. I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

ORDINANCE O

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1300; AND SECTION 2.04.060 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING EXCUSED ABSENCES AND VACANCY PROCEDURES FOR TOWN COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1300; and Section 2.04.060 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

2.04.060 Excused absences; vacancies; procedure for filling.

- C. *Filling a vacancy in the office of Mayor.* If the office of Mayor is declared vacant, the procedure for appointment to fill such vacancy shall include at a minimum:
1. The Vice Mayor, or in their absence, the acting Vice Mayor, shall at a regular or special meeting of the Town Council, call for nominations from the Council to determine who among them shall fill the office of Mayor until the next general election. Each Councilmember is limited to one nomination.
 2. The Vice Mayor, or in their absence, the acting Vice Mayor, shall then call for a motion to vote on the member of the governing body who will fill the office of Mayor. The governing body shall select the Mayor by successive votes, if necessary, until one of the nominees receives a simple majority of the votes.
 3. The member selected to fill the Mayoral vacancy will be required to resign their Council office when sworn in as Mayor.

(Ord. _____ § 1, 2023; Ord. 1300 § 1, 2021).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____ 2023.

PASSED 2ND READING THE _____ DAY OF _____ 2023.

PASSED AND APPROVED THE _____ DAY OF _____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2023. I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

STAFF REPORT



Meeting Date:	5 June 2023	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo and Brian Lenz
Agenda Item:	Ordinance: Construction Management Plans	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is to consider approval at First Reading of Ordinance P to update the Town of Jackson Municipal Code (JMC) to establish a Construction Management Plan (CMP) requirement.

Requested Action.

Staff requests that Council review the Ordinance presented, and either approve as presented or direct modifications.

Recommendations.

Staff recommends approving the Ordinance as presented in this staff report. Staff's recommendation to codify the CMP requirement enables the Town to continue to refine its policies and requirements related to specific components of the CMP. Standard materials, such as the checklist and a new CMP template will be utilized as the basis of the requirements subject to CMP review and approval. Staff recommends approving the Ordinance on this First Reading.

Background.

At the August 15, 2022 Regular Meeting, Council directed staff to provide a Scoping Staff Report for CMPs. At the October 3, 2022 Regular Meeting, staff provided a scoping report and Council directed staff to proceed with the proposed review and draft amendment of Town construction management review requirements.

At the February 27, 2023 Town Council Workshop, staff presented the progression of construction management related requirements that has occurred since 2018, in response to in-town private development projects becoming larger and more complex. Council directed staff to present a draft Ordinance to amend the JMC at a future Council meeting.

The intent of CMPs is to set expectations, mitigate the impacts of construction, and coordinate communication. The Town's objective is also to make the processes and community impacts involved in development activities as efficient and community-sensitive as possible. CMPs are currently reviewed as part of other types of Building, Planning, or Engineering applications including Building and Grading Permits, and Development Plans. The Engineering Division reviews CMPs using a four-page checklist that has evolved over time to address issues that become common to development projects in this new era of increasing construction project scope and scale. The associated permits are not issued until the CMP component is approved. JMC Titles 8, 10, and 12 contain elements relevant to CMPs, and staff has administered CMP reviews through the Encroachment Permit sections in Title 12.

Analysis & Key Policy Questions.

Staff proposes amending the JMC to include this Ordinance that will define the CMP purpose, requirement, and applicability. There was no public comment on the presentation at the Workshop. Below are key factors that Council considered at the February 27, 2023 Workshop, with a summary of the discussion.

Parking

Council accepted staff's recommendation to codify CMPs and continue reviewing the parking component, noting that it will aid Town enforcement efforts. Council additionally stated that staff can consider increasing enforcement under the current laws, and staff can pilot or model better practices such as off-site parking. Council was also in favor of further evaluating the parking aspects of CMPs as a component of a future holistic parking management strategy, acknowledging that parking management is not in Council's current prioritized 2-year work plan.

Traffic

Council agreed with staff's recommendation to continue reviewing the traffic control plan and require a Public Right-of-Way (PROW) Permit when an encroachment into the public way is needed to implement the traffic control plan component of the CMP.

Staging

Council agreed with staff's recommendation to continue reviewing the staging plan and require a Public Right-of-Way (PROW) Permit when an encroachment into the public way is needed to implement the staging plan. The Planning Director also noted that the Planning Department has already been evaluating some options for Temporary Use Permits for staging on residential lots and other avenues to better define staging allowances.

Communications

Council agreed with staff's recommendation to continue providing guidance and requiring a neighbor list for regularly communicating project information. Council additionally requested that earlier, more frequent, and multiple means of communication from the contractors occur. Council also agreed that staff does not need to manage the neighborhood meetings process on behalf of development teams.

Cranes

Council agreed with staff's recommendation to continue requiring a Crane Agreement when encroachment of the public way will occur (either on the ground or swinging overhead).

Ordinance

Council did not discuss an alternate CMP purpose or requirement from staff's recommendation (refer to the attached proposed amendment in the JMC section 12.08.045: *A. Purpose* and *C. Construction management plan required*). Most of Council's discussion on a potential ordinance encouraged staff to consider the applicability, or triggers, for a project to require a CMP. Staff considered various alternatives:

- Size threshold, such as square feet of development. Staff discussion on this topic identified nuances that would make it difficult to justify and administer. Some projects constructing a large footprint can be less impactful than others that minimally increase building footprint on a lot. Too many factors complicated our ability to recommend a certain threshold that would capture the intent of the CMP to reduce impacts. Staff also does not want to enact overly-complicated processes where they may not be necessary to achieve the intent of reducing impacts to the community.
- Commercial versus residential, private versus public, multi-unit residential versus single-dwelling units versus ARUs, new construction versus remodels, or *any* permit (removing the "and" from the recommended applicability). Staff considered this and determined that because there are so many

different types of permits, many of which do not stage or physically impact areas outside the property, a CMP would not be necessary. The proposed “and” captures those projects that cause broader impact.

- Extent/size related to lot size (e.g., developing lot line-to-lot line versus only a central portion of the property). Staff determined that projects that take up the majority of a lot will likely require a Public Right-of-Way (PROW) Permit anyway and would require a CMP using the proposed applicability.
- Cost threshold. This is difficult to pin down, as project and material costs are volatile and may change more rapidly than policies related to community impacts could react. In Council discussion, this was agreed upon and staff did not further evaluate.

Refer to the attached proposed amendment, in the JMC section 12.08.045 *B. Applicability*, for staff’s recommended applicability.

Fees

Council directed staff to update the fee schedule to include all components of the public way and to expand applicability to all areas of town. Fees associated with construction management have been proposed with the FY24 recommended budget. These are summarized in the Fiscal Impact section below. Staff anticipates proposing modifications or further additions with the FY25 budget as well.

Enforcement

Council feedback on most items heavily considered enforcement, which would come from the Police, Building, and/or Public Works Departments depending on the code violated. Council expressed a desire to move Town enforcement beyond the existing complaint-based system, additionally utilizing random and probable-cause tactics, which staff can consider feasibility and implementation of separately from and in addition to this ordinance. These efforts may also result in assessment of fines related to citations, which was part of Council’s discussion as well.

Council conversation also led to an understanding that staff’s recommendation of codifying a requirement gives authority and leverage to staff to issue warnings, as well as citations. This would inherently encourage more compliance than is garnered with the existing Code sections that lack clarity.

Possible Alternatives.

In the alternative to the ordinance recommended, Council could:

1. Direct staff to modify the draft ordinance before approving it at first reading.
2. Not make a motion, effectively not clarifying the CMP requirement in the JMC.

Comprehensive Plan & Priority Alignment.

Increased oversight and regulation of construction management plans contributes to the following Comp Plan goals:

- Chapter 8 – Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery
 - Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

Review and administration of CMPs is currently conducted as part of existing permit application reviews (e.g., as part of a Building Permit). There is currently no separate fee for CMP review, and staff will continue to

evaluate how to potentially administer a fee and/or update the other permit fees to account for the additional time involved in CMP review and approval.

Crane Agreements stipulate one-time administration and annual fees. The Town assesses daily fees for construction-related encroachments that occupy travel lanes (\$337), public alleys (\$169), and time restricted parking spaces (\$84 per space).

At Council's direction, as noted above in the fees portion of the *Analysis & Key Policy Questions* section of this staff report, staff's proposed fees for FY24 include applying the occupancy fees on all streets (e.g., parking space fees everywhere rather than limited to only time-restricted parking areas). Proposed FY24 fee modifications also include removing the limit of occupancy fee applicability (currently only applies to parking and travel lanes), so that occupancy fees also apply to the sidewalk, bike paths, and other portions of the public way.

Staff Impact.

Staff from the Public Works, Planning and Building, Legal, and Police Departments have contributed approximately 50 hours to creating and presenting the February Workshop item, this draft ordinance, and the associated staff reports and presentation materials.

Attachments or Links.

Ordinance P

Suggested Motion.

I move to approve Ordinance P on First Reading.

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 571, 943, 947, AND 1228; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 579; AND SECTIONS 12.08.040, 12.08.045, AND 12.08.380 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CONSTRUCTION MANAGEMENT PLANS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of the Town of Jackson Ordinance Nos. 571, 943, 947, and 1228; Section 2 of the Town of Jackson Ordinance No. 579; and Sections 12.08.040, 12.08.045, and 12.08.380 of the Town of Jackson Municipal Code are hereby amended and reenacted as follows:

12.08.040 - Encroachment Permit—Required.

- A. An Encroachment Permit is required:
 - 1. To construct public infrastructure improvements such as, but not limited to, sidewalk, boardwalk, curbs, gutters, telecommunication facilities, utilities and/or street paving within any street;
 - 2. To dig up, break, excavate, tunnel, undermine, or in any manner break up any street;
 - 3. To make or cause to be made any excavation in or under the surface of any street for any purpose;
 - 4. To place, deposit, or leave upon any street any earth or other excavated material, construction supplies, equipment, dumpsters or materials obstructing or tending to interfere with the free use of the street;
 - 5. To move an existing house, building, or structure on or over any street;
 - 6. To occupy any street, sidewalk or any parking space for the purposes of construction, excavation, tunneling, tree removal/care, snow removal from structures, or storage of materials or for activities which would facilitate such.
- B. No Encroachment Permit to occupy any street travel lane, sidewalk, or parking space for the purposes for which an Encroachment Permit is required shall be issued for the time period between and including June 15 and September 25 of each calendar year for properties which are entirely within the area described as follows: beginning at the intersection of North Jackson Street and West Gill Avenue southward along Jackson Street to Hansen Avenue then eastward along Hansen to Willow Street then northward along Willow to East Gill Avenue then westward along Gill to North Cache Street then northward along Cache to Mercill Avenue then westward along Mercill to North Millward Steet then south along Millward to West Gill Avenue then westward along Gill to the point of beginning, except for reasons which the Public Works Director deems are: 1) unavoidable on the part of the Applicant; 2) for the purposes of routine maintenance, or 3) acceptable pursuant to an approved construction plan and/or staging plan as set forth in Section 12.08.045 below.

(Ord. _____ § 1, 2023; Ord. 1228 § 1, 2019; Ord. 947 § 1, 2009; Ord. 571 § 1, 1996).

12.08.045 -Construction management plan.

- A. Purpose. The purpose of this section is to require submission and approval of construction management plans for certain construction projects in order to coordinate, communicate, and manage the temporary effects of construction activity on surrounding residents, businesses, and traffic in the community.
- B. Applicability. This section applies to all construction sites and development projects in the Town of Jackson that require a permit (Building, Grading, Encroachment, PROW, or Other) to construct and any one or more of the following:
 - 1. Utilization of the public way for construction and/or staging.
 - 2. Utilization of private off-site locations for construction and/or staging.
 - 3. Utilization of a crane.
- C. Construction management plan required. A construction management plan is required and must be approved by the Public Works Director, or their designee, prior to permit issuance for all construction sites and development projects to which this section applies.
- D. Construction management plan compliance. The approved construction management plan must be complied with at all times beginning with permit issuance and concluding with the expiration date in the construction management plan.
- E. Required Contents of construction management plan. The required contents of construction management plans shall be established by the Public Works Director, or their designee, consistent with the purpose set forth in Section 12.08.045.A and shall be set forth in the form provided by the Town.
- F. Maintenance of construction management plan.
 - 1. Following approval, the construction management plan shall be kept on the project site and be produced upon request by the Town for the duration of the project construction.
 - 2. No revisions or changes to an approved construction management plan may be implemented prior to approval of said revisions or changes by the Public Works Director, or their designee.
 - 3. When necessary to best effectuate the purpose of this Chapter, the Public Works Director, or their designee, is authorized to modify the construction management plan.
- G. Eminent domain. Nothing herein shall be deemed or construed to impair or affect, in any way or to any extent, any right the Town may have to acquire the property of the ROW-user through the exercise of the power of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, any power of eminent domain the Town may have with respect to any facility, system or property, or to alter in any way the interest the Town may have in any ROW, easements, or other property over which a construction site and development project may be placed.

(Ord. _____ § 1, 2023; Ord. 947 § 1, 2009; Ord. 579 § 2, 1997).

...

12.08.380 - Inspections—Enforcement.

- A. The Town Public Works Department and Town Building Department shall make such inspections as are reasonably necessary in the enforcement of this Chapter and shall have the authority to promulgate and cause to be enforced such rules and regulations as may be reasonably necessary to enforce and carry out the intent of this Chapter.
- B. No release of the surety bond required under Section 12.08.080 shall take place without the prior approval of the Public Works Director, or their designee.

(Ord. _____ § 1, 2023; Ord. 943 § 1, 2009; Ord. 571 § 1, 1996).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____ 2023.
PASSED 2ND READING THE _____ DAY OF _____ 2023.
PASSED AND APPROVED THE _____ DAY OF _____ 2023.

TOWN OF JACKSON

ATTEST: Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2023. I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 571, 943, 947, AND 1228; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 579; AND SECTIONS 12.08.040, 12.08.045, AND 12.08.380 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CONSTRUCTION MANAGEMENT PLANS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of the Town of Jackson Ordinance Nos. 571, 943, 947, and 1228; Section 2 of the Town of Jackson Ordinance No. 579; and Sections 12.08.040, 12.08.045, and 12.08.380 of the Town of Jackson Municipal Code are hereby amended and reenacted as follows:

12.08.040 - Encroachment Permit—Required.

A. An Encroachment Permit is required:

1. To construct public infrastructure improvements such as, but not limited to, sidewalk, boardwalk, curbs, gutters, telecommunication facilities, utilities and/or ~~S~~street paving within any ~~S~~street;
2. To dig up, break, excavate, tunnel, undermine, or in any manner break up any ~~S~~street;
3. To make or cause to be made any excavation in or under the surface of any ~~S~~street for any purpose;
4. To place, deposit, or leave upon any ~~S~~street any earth or other excavated material, construction supplies, equipment, dumpsters or materials obstructing or tending to interfere with the free use of the ~~S~~street;
5. To move an existing house, building, or structure on or over any ~~S~~street;
6. To ~~O~~ccupy any ~~S~~street, sidewalk or any ~~Time-Restricted P~~arking ~~S~~space for the purposes of construction, excavation, tunneling, tree removal/care, snow removal from structures, or storage of materials or for activities which would facilitate such.

- B. No Encroachment Permit to ~~O~~ccupy any ~~S~~street travel lane, sidewalk, or ~~Time-Restricted P~~ parking ~~S~~space for the purposes of construction, excavation, tunneling, or storage of materials or for activities which would facilitate such for which an Encroachment Permit is required shall be issued for the time period between and including June 15 and September 25 of each calendar year for properties which are entirely within the area ~~described in the below map of area and~~ described as follows: beginning at the intersection of North Jackson ~~Street~~ and West Gill ~~Avenue~~ southward along Jackson ~~Street~~ to ~~Simpson Street~~ Hansen Avenue then n eastward along Hansen to Willow ~~Street~~ then northward along Willow to East Gill ~~Avenue~~ then westward along Gill to North Cache ~~Street~~ then northward along Cache to Mercill Avenue then ~~east~~ westward along Mercill to North Millward ~~Steet~~ then south along Millward to ~~w~~West Gill ~~Avenue~~ then n westward along Gill to the point of beginning, except for reasons which the Public Works Director deems are: 1) unavoidable on the part of the Applicant; 2) for the purposes of routine maintenance, or 3) acceptable pursuant to an approved construction plan and/or staging plan as set forth in Section 12.08.045 below.

- ~~C. No Encroachment Permit shall be issued without an approved construction plan and/or staging plan from the Town Planning Director and Town Engineer as required and set forth in this chapter.~~

(Ord. § 1, 2023; Ord. 1228 § 1, 2019; Ord. 947 § 1, 2009; Ord. 571 § 1, 1996).

12.08.045 – ~~Encroachment Permit~~ – Construction management plan and/or staging plan.

- A. Purpose. The purpose of this section is to require submission and approval of construction management plans for certain construction projects in order to coordinate, communicate, and manage the temporary effects of construction activity on surrounding residents, businesses, and traffic in the community.
- B. Applicability. This section applies to all construction sites and development projects in the Town of Jackson that require a permit (Building, Grading, Encroachment, PROW, or Other) to construct and any one or more of the following:
 - 1. Utilization of the public way for construction and/or staging.
 - 2. Utilization of private off-site locations for construction and/or staging.
 - 3. Utilization of a crane.
- C. Construction management plan required. A construction management plan is required and must be approved by the Public Works Director, or their designee, prior to permit issuance for all construction sites and development projects to which this section applies.
- D. Construction management plan compliance. The approved construction management plan must be complied with at all times beginning with permit issuance and concluding with the expiration date in the construction management plan.
- E. **Required** Contents of construction management plan. The **required** contents of construction management plans shall be established by the Public Works Director, or their designee, consistent with the purpose set forth in Section 12.08.045.A and shall be **set forth** in the form provided by the Town.
- F. Maintenance of construction management plan.
 - 1. Following approval, the construction management plan shall be kept on the project site and be produced upon request by the Town for the duration of the project construction.
 - 2. No revisions or changes to an approved construction management plan may be implemented prior to approval of said revisions or changes by the Public Works Director, or their designee.
 - 3. When necessary to best effectuate the purpose of this **Chapter**, the Public Works Director, or their designee, **is authorized** to **modify** the construction management plan.
- G. Eminent domain. Nothing herein shall be deemed or construed to impair or affect, in any way or to any extent, any right the Town may have to acquire the property of the ROW-user through the exercise of the power of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, any power of eminent domain the Town may have with respect to any facility, system or property, or to alter in any way the interest the Town may have in any ROW, easements, or other property over which a construction site and development project may be placed.
- ~~A. An Applicant for an Encroachment Permit shall be required to obtain approval of a construction plan and/or staging plan for the public infrastructure improvements from the Town Planning Director and Town Engineer. Based on the magnitude of the development, the Town Planning Director and Town Engineer may require that the Applicant conduct a meeting with property owners in the affected area to review and provide input on the proposed construction and/or staging plan. To minimize the impact to the general public, the Town Planning Director and Town Engineer will have the authority to require modifications to the construction and/or staging plan. The Town Planning Director and Town Engineer may allow construction related activity to work within the right of way during the restricted time period referenced in Section 12.08.040 above if deemed appropriate in their discretion.~~

~~B. Should the Applicant, Town Planning Director and Town Engineer not agree on an appropriate construction and/or staging plan, the Applicant will have the option to request a review by the Town Council.~~

(Ord. ~~§ 1, 2023~~; Ord. 947 § 1, 2009; Ord. 579 § 2, 1997).

...

12.08.380 - Inspections—Enforcement.

A. The Town Public Works Department and Town Building Department shall make such inspections as are reasonably necessary in the enforcement of this Chapter and shall have the authority to promulgate and cause to be enforced such rules and regulations as may be reasonably necessary to enforce and carry out the intent of this Chapter.

~~B. Any person or persons violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof, except in cases where a specific penalty is provided, shall be punished in accordance with Section 1.12.010 of this Code.~~

~~C. For all permitted work which occurs that is not in compliance with an approved construction staging and/or encroachment management plan, enforcement procedures shall be as follows:~~

~~1. First offense—The project will receive verbal and written notice of the obligations to conform to the approved construction encroachment management and/or staging plan.~~

~~2. Second offense—The project will receive verbal and written notice of the obligations to conform to the approved construction encroachment management and/or staging plan.~~

~~3. Third offense—The project will receive written notice of the infractions and their obligations to conform to approved construction management staging plan and be receive "red tagged" (shut down) for a 24-hour period.~~

~~4. Fourth offense—The project will receive written notice of the infractions, be "red tagged" for a period of 24 hours, and be given a citation to the Jackson Municipal Court.~~

~~5.1. Fifth offense and beyond—The project will receive written notice of the infractions, be "red tagged" for a three or more working days depending on the level of the infraction, and receive an additional citation to appear in the Jackson Municipal Court.~~

~~D.B.~~ No release of the surety bond required under Section 12.08.080 shall take place without the prior approval of the Public Works Director, or their designee.

(Ord. ~~§ 1, 2023~~; Ord. 943 § 1, 2009; Ord. 571 § 1, 1996).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED AND APPROVED THE _____ DAY OF _____ 2023.

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	June 5, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Town Clerk	Presenter:	Riley Taylor
Agenda Item:	Central Wyoming College Annexation Public Hearing Date	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to discuss the Annexation Petition submitted by Fremont Community College District dba Central Wyoming College ("CWC") and set a date for the public hearing.

Requested Action.

Staff requests that Council set a date of September 18, 2023 for the public hearing. Staff is waiting to hear back from potential consultants and may have an update on the potential for an earlier public hearing date and will present that information at the meeting.

Recommendations.

Staff recommends Council set a date for the public hearing so that staff can begin preparing the annexation report.

Background.

Specific Purpose Excise Tax (SPET) funding in the amount of \$10 million was approved by Teton County voters in November of 2022 for CWC to build a new 21,000 square foot outreach campus off High School Road. CWC is now requesting that their 2-acre parcel on High School Road, intended for the new campus, be annexed into the Town of Jackson.

Analysis & Key Policy Questions.

Pursuant to Wyoming Statute §15-1-405, Council shall establish a date, time and place for a public hearing not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete. The petition was certified complete by the Clerk on May 5, 2023. The date range for the public hearing is between June 4 and November 1, 2023. However, staff recommends a public hearing date towards the end of the date range to allow sufficient time to complete all necessary research prior to the public hearing.

Possible Alternatives.

None. Pursuant to Wyoming Statute §15-1-405, Council shall establish a date, time, and place for a public hearing not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete. The petition was certified complete by the Clerk on May 5, 2023.

Comprehensive Plan & Priority Alignment.

Annexation of proximate properties into the Town of Jackson contributes to Section 3 of the Comprehensive Plan related to Responsible Growth Management, which aims to direct future growth into a series of connected, Complete neighborhoods in order to preserve critical habitat, scenery, and open space in our Rural Areas.

Fiscal Impact.

The Town of Jackson may collect the cost of preparing the annexation report from the petitioning landowners pursuant to W.S. 15-1-402(d). Staff will track time spent preparing the annexation report to determine what the petitioner will be charged. The Town does not have additional fees for annexation other than those associated with relevant zoning amendments and utility connections.

Staff Impact.

Annexing this property will require approximately 24 hours from the Legal, Planning, and Town Clerk departments. An additional 12 hours will be required of the Public Works and Engineering departments to coordinate public utilities and infrastructure improvements pursuant to Wyoming Statute §15-1-402.

Attachments or Links.

Annexation Petition for CWC Campus into the Town of Jackson
Compliance Certification for Annexation Petition

Suggested Motion.

I move to set a date of September 18, 2023 for the public hearing of the Central Wyoming College ("CWC") Campus annexation.



May 1, 2023

Via Hand Delivery

Riley Taylor, Town Clerk
Town of Jackson (the "Town")
150 E. Pearl Ave.
Jackson, WY 83001

RE: Annexation Petition for CWC Campus into the Town of Jackson

Dear Ms. Taylor

Holland & Hart LLP represents Fremont County Community College District DBA Central Wyoming College, ("CWC"), who is the owner of the real property adjacent to the Jackson Hole High School (the "High School"), directly across High School Road from the Cottonwood neighborhood within the Town of Jackson, and more particularly described and shown on Exhibits A and B of the enclosed petition (the "Property"). The Property sits immediately to the south of the Town of Jackson boundary on the south side of High School Road. CWC respectfully requests that the Town of Jackson annex the Property into the Town of Jackson pursuant to Wyoming Statutes §§ 15-1-401 et al.

As further evidence of the suitability of the Property to be annexed into the Town of Jackson, we submit to you the following for the Town's consideration:

W.S. § 15-1-405(i): An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town.

Annexing the CWC Property into the Town of Jackson will provide the Town with a community asset, serving the higher educational needs of its citizens and providing an array of cultural opportunities for the valley to experience through the new campus.

With the Town of Jackson's focus on outdoor education and conservation, CWC will provide unique opportunities for students seeking hands-on learning experiences in a variety of environmental fields and certifications.

The Town of Jackson has a rich legacy of supporting education and providing opportunities for locals to enrich their lives. CWC sees this annexation as continuing that history and building a strong future for higher education in Jackson.

Location	Mailing Address	Contact
645 South Cache Street, Suite 100 Jackson, WY 83001	P.O. Box 68 Jackson, WY 83001	t: 307.739.9741 f: 307.739.9744 www.hollandhart.com

Additionally, the location of the CWC Property on High School Road allows for inclusion in the Town of Jackson alternative transportation network and will provide a welcome addition to the pathways and bus routes.

W.S. § 15-1-405(ii): The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town.

The Property sits just to the south of the Town of Jackson boundary across the street from the Town of Jackson boundary where the Cottonwood neighborhood is located. Annexing the Property into the Town of Jackson would provide a natural addition of the Town of Jackson boundary on the south side of High School Road.

Annexation of the CWC Property allows for inclusion of the CWC campus into Town of Jackson alternative transportation plans, and will provide opportunities for comprehensive planning with other areas within Town of Jackson boundaries.

Additionally, the location of the CWC campus would be a natural and social part of the educational focus of the surrounding area, due to the High School, Colter Elementary School, and Jackson Hole Middle School all being adjacent or very near to the CWC Property.

W.S. § 15-1-405(iii): The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed.

The Property will be required to connect to Town of Jackson water and sewer via proximity, and as such, simplifies services provided via annexation rather than a water and sewer agreement.

W.S. § 15-1-405(iv): The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. § 15-1-407.

The Property is both contiguous and adjacent to the Town of Jackson to the north. High School Road is the only area between Town of Jackson property and the CWC Property. W.S. § 15-1-405(b) provides that contiguity shall not be adversely affected by the existence of a public right of way (i.e. High School Road), and therefore the Property is contiguous and adjacent to the Town of Jackson.

W.S. § 15-1-405(vi): The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. § 15-1-405(a).

Location	Mailing Address	Contact
645 South Cache Street, Suite 100 Jackson, WY 83001	P.O. Box 68 Jackson, WY 83001	t: 307.739.9741 f: 307.739.9744 www.hollandhart.com



We are happy to offer any assistance the Town of Jackson may need to comply with this requirement.

We believe that the Town of Jackson will find that the annexation of the Property into the Town of Jackson will fulfill each of the requirements of W.S. § 15-1-401, *et. seq.* Should you need any additional information to make these findings, please do not hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad Flynt', with a long horizontal stroke extending to the right.

Brad Flynt, Holland & Hart LLP

21298497_v1

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com

Exhibit A

Legal Description

A parcel of land lying within the NE1/4SW1/4 and SE1/4NW1/4 of Section 6, T.40N., R.116W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the Guy Bush position for the center one-quarter corner of said Section 6 as shown on map T-313A on file in the Office of the Clerk of Teton County, Wyoming;

THENCE S65°36'03"W, 190.75 feet, along the westerly line of Jackson Hole Hereford Ranch Tract 3 as described in that Quitclaim Deed recorded as doc. no.1018284 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S00°57'16"E, 136.17 feet, continuing along said westerly line to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S89°37'02"W, 375.87 feet, parallel with that boundary agreement line set forth in doc. no. 0248124 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N00°57'16"W, 213.81 feet, parallel with said westerly line of Jackson Hole Hereford Ranch Tract 3 to a point of intersection with said boundary agreement line, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N89°37'02"E, 550.88 feet, along said boundary agreement line to the Point of Beginning.

Said parcel encompasses 2.00 acres, more or less.

The basis of bearings for this description is N00°04'18"W along the west line of said Section 6.

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com



Exhibit B

Property Depiction

[to be inserted]

21298497_v2

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com



The basis of bearings for this survey is N000°04'30"W along the west line of Section 6 between the SW and NW section corners.

LEGEND

[illegible]

PLS 13002™ set USA survey

- bottom line
- national submarine line
- boundary, suball and perlers
- boundary, defining property
- boundary, road right-of-way
- boundary, road, easement

CERTIFICATE OF SURVEYOR

Matthew P. Githen, Wyoming Professional Land Surveyor No. 13007, do hereby certify that this map was prepared from data collected during field surveys performed under my direction in accordance with the provisions of the Surveyors' Act of 1907, and from information received by Josephson Associates, P.C. and Josephson Associates, Inc., and from information in the files of the Clerk of Teton County, Wyoming.



Address: B. Guller, Varming A/S 13022

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JORGENSEN
CHRYSLER FINANCIAL
SERVICES

CERTIFICATE OF ACKNOWLEDGMENT

State of Wyoming)
) SS
County of Frem)

By: Kelly D. Lockhart, Manager
The foregoing instrument was acknowledged before me by Kelly D. Lockhart as Manager of Brower SGA, LLC, this ____ day of _____, 2021.
Witness my hand and official seal.

Notary Public
My Commission Expires _____

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MEMORANDUM

TO: Mayor and Town Council
FR: Riley Taylor, Town Clerk
DT: May 5, 2023
RE: Compliance Certification for Annexation Petition

On May 1, 2023, I received a petition for annexation from Fremont Community College District dba Central Wyoming College, dated the same, May 1st. The land in question can generally be described as the property west of Jackson Hole High School, directly across High School Road from the Cottonwood neighborhood, immediately to the south of the Town of Jackson boundary.

After reviewing the petition according to Wyoming Statute 15-1-403, I hereby certify that the petition itself substantially complies with Article 4 of Title 15 of the Wyoming Statutes.

Following the timeline set forth by Wyoming Statutes and upon this certification to the Town Council, the Council must then set a date for a public hearing to determine if the proposed annexation complies with Wyoming Statute 15-1-402. The hearing must be held between 30 and 180 days of the certification, or between June 4 and November 1, 2023. Once Council sets the public hearing date, staff will begin making the findings, preparing the necessary documents, and issuing public notices as required.

An agenda item will be added to the Matters from Mayor and Council section of the regularly scheduled May 15, 2023 meeting, as a reminder to discuss and set the date for the public hearing.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: June 5, 2023

RE: Town Manager's Report

Support for Bear Wise Jackson Hole

Bear Wise Jackson Hole has supported the Town of Jackson with education and outreach related to our Wildlife Feeding and Bear Resistant Trash Regulations. This has expanded our reach far beyond what our staff have the capacity to do. Staff recommend allocating \$4,000 to Bear Wise Jackson Hole from the Ecosystem Stewardship FY23 match funding budget to continue to create and distribute materials and programming to residents. With the approval of the Town Manager's report, staff will complete the necessary paperwork to complete this allocation.

Council presence at Summer Events

Staff has requested that Council attend or participate in the following events.

- July 4th Parade: July 4 | Time TBD
- Snow King Chair Grand Opening: June 14 @ 5:00pm | Snow King Old Ball Park Field
- Flat Creek Apartments Groundbreaking: June 26 @ 10:00am
- Kelly Place Housing Ribbon Cutting: July 10 @ 12:00pm
- Parks & Rec "Topping Off" Signatures on brick/final piece of Rec Center | Dates & Times TBD
- Council Appreciation of Staff Summer Picnic: Date & Time TBD

People's Markets: The Town has reserved a table at four People's Markets this summer and Councilmembers are invited to join staff to help inform and engage with community members about the great work the Town does. The dates and times are listed below, being present for some but not all of the three hours is fine. Please contact Susan (sscarlata@jacksonwy.gov) if you would like to attend any of the following markets (limited to two Councilmembers each).

- June 28 from 4:00 – 7:00pm | Center for the Arts Lawn
- July 26 from 4:00 – 7:00pm | Center for the Arts Lawn
- August 30 from 4:00 – 7:00pm | Center for the Arts Lawn
- September 27 from 4:00 – 7:00pm | Center for the Arts Lawn

Special Events in June

Below is a list of special events occurring in Jackson during the month of June that are approved at the staff level. Please reach out with questions you may have.

MAIN EVENT DATE/DATE RANGE		EVENT NAME
JUNE EVENTS		
JUNE	Friday, June 2	Prom Dress Rugby
	Saturday, June 3	11 th Annual Touch-a-Truck
	Every Wednesday – June 7 – September 27	People's Market
	Saturday, June 10	JH Half Marathon & 5K
	Sunday, June 11	Corpus Christi Procession
	Sunday, June 11	JH Fire EMS Appreciation Banquet
	Wednesday, June 14	JH Public Art's Snow King Connector Ribbon Cutting
	Wednesday, June 14	Flag Day Ritual
	Monday, June 26	Annual Center Benefit
	Every Monday – June 26 – September 11	Mondays in May
	Every Tuesday – June 27 – September 12	Powderhorn Park Food Trucks

Mountains of Color Film Fest | June 5

The Town was asked to support this event and the Town Manager tentatively agreed to provide \$1,000 from the Community Initiative account. This film Fest showcases outdoor films about or created by BIPOC+ (Black, Indigenous, People of Color) for people to share, learn, and celebrate stories that are not typically featured in mainstream mountain town culture. The joy showcased through the stories of BIPOC+ people connecting with the mountains and the outdoors through fly fishing, mountain biking, skiing, running, and rafting is meant to inspire our community of Jackson Hole, WY, to explore these connections for themselves and create a welcoming and inclusive culture for all. This film festival will be the first of its kind as there are currently no outdoor film festivals like it.

Recruitment and Housing Update

The Town has filled all of the seven authorized summer internship positions. The internship program provides an opportunity for college students to gain valuable knowledge of municipal operations, for college students to assist the Town with various special projects, and is a way to cultivate future Town employees. Town staff are very appreciative of Council's support of our ongoing internship program. Below is a snapshot of our active recruitments, as well as our housing needs should the positions be filled by out of Town candidates.

Active Recruitments and Housing Needs as of May 30, 2023							Units Needed Flexible Location	Commuter Units Needed
FTE	Position	Dept	Status	Housing				
1	1.0 Transit Operator Full Time Slot #22	Transit	Not Currently Under Recruitment - Waiting for Service To Ramp Up	No Housing Identified			1	
2	1.0 Transit Operator Full Time Slot #26	Transit	Not Currently Under Recruitment - Waiting for Service To Ramp Up	No Housing Identified			1	
3	1.0 TV Commuter Operator Full Time Slot #21	Transit	Not Currently Under Recruitment - Waiting for Service To Ramp Up	No Housing Identified				1
4	1.0 SV Commuter Operator Full Time Slot #20	Transit	Not Currently Under Recruitment - Waiting for Service To Ramp Up	No Housing Identified				1
5	1.0 Police Officer for Corporal Slot #11	Police	Currently Under Recruitment	No Housing Identified			1	
6	1.0 Police Officer Slot #20	Police	Currently In Background	1BR Primary Leased Unit Reserved (Kelly Ave)				
7	1.0 Police Officer Slot #24	Police	Currently Under Recruitment Testing Scheduled June 2023	No Housing Identified			1	
8	0.5 Kennel Tech	Police	Currently Under Recruitment	Not Eligible for Housing				
9	1.0 Police Systems Administrator	Police	Testing Scheduled June 2023	No Housing Identified			1	
10	1.0 Community Service Officer Shelter Operati	Police	Currently Under Recruitment	No Housing Identified			1	
11	1.0 Water Utility Operator Slot #37	Public	Currently Under Recruitment	2 BR Primary Leased Unit Reserved (Victor)				
12	1.0 Street Operator/Meter Reader Slot #22	Public	Currently Under Recruitment	1 BR Primary Leased Unit Reserved (Wilson)				
13	1.0 Street Operator Slot #19	Public	Currently Under Recruitment	1 BR Primary Leased Unit Reserved (Thayne)				
12.50							6	2

Age-Friendly Community Action Plan

The Town of Jackson and Teton County, Wyoming, completed the first 5-year cycle (2018-2022) as an AARP/World Health Organization (WHO) Age Friendly Community in April 2022. Age Friendly Jackson Hole (AFJH) spearheaded this effort and saw progress in increasing access and inclusion for people of all ages and abilities in the community. AFJH has drafted Action Plan II for the next 5-year cycle (2023-2027) to maintain our status as an Age Friendly Community. AFJH hopes to include letters from the Mayor and from the Commission Chair in support of these efforts. Attached is a draft letter for the Mayor's signature. Also attached are the final report from the first 5-year plan and the draft Action Plan II for this new 5-year cycle. With Council's approval of the Town Manager's Report, staff will obtain the Mayor's signature and provide it to AFJH.



RE: Age Friendly Jackson Hole, new Five-Year Action Plan

Dear AARP:

I am pleased to share that the Town of Jackson and Teton County, Wyoming have completed our first 5-year cycle as an AARP/World Health Organization (WHO). One of our Town and County's partners, Age Friendly Jackson Hole (AFJH), spearheaded this effort and has demonstrated progress in increasing access and inclusion for people of all ages and abilities in our community. This dedicated group keeps a watchful eye on our community's commitment and regularly participates in public processes to advocate, remind, and innovate, increasing the broader community's awareness as they live their mission and vision.

As Jackson's Mayor, I am happy to report that we continue to be an enthusiastic Age Friendly community. We strive to ensure that people of all ages and abilities are included and have equitable access to our community services and events. In 2022, we launched an Equity Task Force to bring more, varied voices and perspectives into local government processes and appointed a member to that group who is active in Age Friendly Jackson Hole as well. The Town of Jackson is a strong supporter of Age Friendly Jackson Hole and looks forward to our on-going collaboration. AFJH has drafted a second Action Plan for the next 5-year AARP/WHO cycle from 2023 – 2027, which plans out various steps for maintaining our Age Friendly Community designation. Please let us know if you have any related questions.

Sincerely,

Hailey Morton Levinson
Mayor



AARP/WHO Network of Age Friendly Communities

2019 Action Plan – Progress Report for Town of Jackson and Teton County, Wyoming April 2022



The mission of Age Friendly Jackson Hole is to ensure and enhance accessibility and inclusivity of older adults and people of all ages and abilities in all aspects of life in Jackson Hole.



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Introduction

Age Friendly Jackson Hole (AFJH) began in 2014 as a grass roots effort to discuss and study our community's seniors/all-age friendliness. AFJH obtained the commitment and endorsement of the Jackson Town Council and Teton County Commissioners to become more age friendly through applying for membership in the AARP and World Health Organization (WHO) Network of Age Friendly Communities. The Town of Jackson and Teton County, Wyoming, received designation as a member of the AARP Network of Age Friendly Communities in May of 2017, followed by membership in the WHO Global Network for Age Friendly Cities and Communities in July 2018. This started the five-year action plan and reporting cycle required for members of the network of livable communities. Since this designation, AFJH has been working on a variety of projects to help make our community more age friendly.

An Action Plan was submitted in April of 2019 outlining the age friendly goals for the following 36 months. This document details progress made on the 2019 Action Plan according to the outcome metrics.

The 2019 Action Plan was broken into three time blocks, rather than by project: 6 months; 6-24 months; and 24-36 months. We have kept to that format for consistency in reporting.

The work to make the Town of Jackson and Teton County, Wyoming more age friendly is truly a "grass roots" effort. AFJH takes the lead in bringing age friendly issues to the Jackson Town Council and Teton County Commissioners. We are grateful to the many people who have given generously of their time, talent, and wisdom to further this work. We look forward to developing our next Action Plan to make our unique community more accessible and inclusive for older adults and people of all ages and abilities.

Executive Summary

Over the past three years Age Friendly Jackson Hole (AFJH) has been working towards the goals set in the April 2019 Action Plan. Substantial progress has been made towards these goals and making the Town of Jackson and Teton County, Wyoming, a more age friendly place to live.

Most notable is the impact that Age Friendly Jackson Hole has had in instilling age friendly concepts as standard considerations in community projects. We have seen this consistently through the work of the Town of Jackson, Teton County, and several other local organizations. AFJH is frequently sought out for input on projects which is a significant step in the right direction. We also have AFJH representation on the newly formed Town of Jackson Equity Task Force.

Pedestrian safety has been greatly improved by the efforts of AFJH. The Town of Jackson has committed to continuing implementation of Town-wide “complete street” improvements identified in its Community Streets Plan. Numerous streets now have continuous pedestrian friendly sidewalks with curb cuts, and more are planned over the next several years. Our “safe crossings” project has increased pedestrian safety in winter at more intersections by providing ski poles for pedestrian use in crossing icy streets.

We successfully completed conceptual plans for the Wellness Garden at May Park and provided them to Parks and Rec. We also completed initial fundraising to advance the project into final design and construction. The Wellness Garden is now included in the May Park Master Plan.

The impact of the COVID pandemic changed the focus and momentum of some of our projects. But it also offered the opportunity to connect with the community in different ways. We were able to offer more options for virtual

participation in community events. We helped to get vital health and safety information out to the community, and we identified new areas of need that will help inform our next Action Plan.

Next Steps

There is still much to do, and we are anxious to get started on the next five-year cycle as an Age Friendly Community. Over the next nine months, we will develop an Action Plan for 2023 through 2027. The activities involved in this process are:

- review the results of recent community surveys such as the updated Community Health Needs Assessment and the Behavioral Health Needs Assessment,
- meet with elected officials of the Town of Jackson and Teton County Commissioners for their input on priorities for increasing access and inclusiveness in our community,
- seek input from the senior community and other stakeholder organizations, and
- re-invigorate our base and collaborators (post-COVID) around advocacy for seniors.

The 2023-2027 Action Plan will identify the goals and projects that our membership decides are the most beneficial and feasible to implement. It will also establish a new role of advocacy, where the membership again will contribute to determining what age and ability groups are in greatest need of advocacy, and what topics are most important and appropriate for the group to address. The specific actions selected will depend on the outcome of the process described above, as the number and character of our membership will directly impact what the group can achieve.

Community Profile Update

Teton County and the Town of Jackson are the heart of an area commonly referred to as “Jackson Hole.” “Hole” is a term first used by early explorers to describe the high elevation valley nearly surrounded by mountains: the Gros Ventre Range and the Tetons. The valley is rimmed on all sides by canyons and mountain passes. The highest point, the Grand Teton is 13,770 feet above sea level.

Teton County, Wyoming is a small county compared to Wyoming standards, located in western Wyoming. The County has a population of 23,464 according to the 2020 United States Census. Teton County is comprised of the Town of Jackson as the county seat, and several smaller towns such as Wilson and Teton Village among others. Teton County is approximately 60 miles long and 20 miles wide, including 4,214 square miles. National Forest, National Parks and other federal & state properties make up 97% of the county’s 2.7 million acres. The remaining 3% is held by private landowners, of which 1% is under conservation easements, restricting development to a very limited area. The closest city is Idaho Falls, Idaho, 90 miles away.

The climate is typical for the Rocky Mountains, snowy and cold much of the year (Nov-May) with the highest snow fall of 558 inches during the 2010-2011 season and a record low temperature of -63 degrees in 1979. Typical high temperatures are in the 20’s for winter and 70’s for summer. Low temperatures (below 0) are common in winter and freezing temperatures can be experienced even during the summer months.

Jackson Hole’s proximity to wilderness and acclaimed recreational opportunities makes it an attractive tourist destination for all ages and abilities. Summer weather is ideal for National Park tourism, backpacking, hiking, paddling, biking, wildlife viewing, and other outdoor activities. Winter weather is ideal for all types of skiing, snowshoeing, sledding, wildlife viewing, and other winter

activities. The region also has a rich history and strong artist base comprised of and appealing to all ages. These myriad tourism opportunities are the central driver of the local economy.

Although remote, Teton County attracts residents of great wealth. Wealthy residents and tourism create the need for a large working class, some of whom reside in the Jackson area, while others travel from nearby communities in Idaho or further south in Wyoming to Alpine and Star Valley. This creates substantial socio-economic disparities. According to income inequality research regularly conducted by the Economic Policy Institute, Teton County, WY is the most unequal county in the United States and the Jackson, WY-ID metro area is the most unequal metro area in the United States.

As an affluent community, Teton County prides itself on the aesthetics of the community as well as providing philanthropic services to the arts, the environment, and persons classified as “in poverty”. There is not a great deal of cultural diversity in the population of the Town of Jackson and Teton County, with 80.4% of residents identifying as non-Hispanic/white and 14.1% Hispanic (according to 2020 Census data). There is, however, increasing diversity in ethnicity of our residents, eastern European, Russian, Asian, etc., including residents from most every state in the United States and many countries of the world which brings diversity of opinions and thought from multiple backgrounds.

Teton County is also considered the healthiest county in the state of Wyoming and scores better than the nation on some of the most critical indicators for overall health. However, recent assessments have shown the impact of the COVID pandemic on mental health of the community, as we struggle with high alcohol consumption rates and higher than average suicide rates. Wyoming’s population is also aging at a rapid rate, causing an increase in need for services for seniors. In Teton County, the 2020 percentage of people age 60+ was 22.3%,

compared to a mere 10% in 2000. As the nation's baby boomers age, we anticipate these numbers to continue to increase significantly until 2030. However, with many youths coming to the area for the sports and outdoor activities, the median age of Teton County residents is 39.3 (2019 data).

The Town of Jackson historically scored 70 on the AARP Livability Index, and Teton County 66. The Town and County both scored highest on engagement, health, and opportunity (in that order). Both the Town and County scored lowest on neighborhood (Town 52, County 39) and housing (Town 54, County 49). Teton County also scored lower on Transportation (52).

The COVID pandemic from March 2020-March 2022 had a significant impact on our community. Second homeowners became permanent residents, home prices skyrocketed, and many long-time members of the community sold their properties and moved. This has had a destabilizing impact on the community as a whole. Workforce housing is critically unavailable and over-priced, staffing shortages abound and, as a result, many projects have been put on hold. Our community is struggling to overcome these new obstacles.

At the same time, new opportunities have arisen. There is new recognition of the vulnerability of seniors and people with disabilities. The Town of Jackson has formed a new Equity Task Force, where AFJH has representation. We look forward to other new opportunities to improve our community to continue becoming more accessible, inclusive, and age friendly.

(Sources: 2018 Community Health Needs Assessment; 2020 US Census Data; AARP Livability Index; 2018 Economic Policy Institute report)

Action Plan – Outcomes

The Action Plan has four focus areas that were broken down into action items.

Focus areas were as follows:

1. Transportation – Vehicular focus

The work of the Transportation Committee is to ensure adequate and accessible parking and transportation in the Jackson/Teton County area.

2. Pedestrian

The work of the Pedestrian Committee is to ensure safe pathways for multiple uses, safe pedestrian crossings, and seating on pathways and in public areas.

3. May Park – Wellness Garden

The May Park Wellness Garden Committee is working with Jackson/Teton County Parks & Rec in the concept, design, access, funding, and development of a Wellness Garden. The Wellness Garden is planned by AFJH to be a quiet, relaxed space within a small park in East Jackson.

4. Community Relations

The Community Relations Committee is focused on engaging Jackson/Teton County residents, businesses, and organizations in awareness, assistance, and support of age friendly initiatives.

The Action Plan focused on these four areas over the past 36 months, as shown in the time blocks below.

Category	Strategy	Timeline	Dates
A	Sustain & Maintain	Actions to be completed in the next 6 months	June-Nov 2019
B	Short Term Plan	Actions to be completed in the next 6-24 months	Nov 2019 - May 2021

C	Long Term Plan	Actions to be completed in the next 24-36 months	May 2021-May 2022
Future Project Horizon	Possibilities for work at the completion of this action plan		

Specific projects for the four focus areas are listed in the tables that follow, along with the goals and outcomes for each.

Category A — Sustain and Maintain (0-6 months: June thru Nov 2019)

Those activities of benefit to an age friendly community that are already being carried out by AFJH and other organizations and will be ongoing.

<i>Action Item & AFJH Focus Area</i>	Domain(s) Addressed	Goal of Project	Community Partners	Metrics	Outcome
<i>A.1 Pedestrian</i>	Outdoor Spaces	Addressing elderly and ADA mobility needs through the Complete Streets Plan	Town of Jackson Planning, Public Works Departments	Increased # of sidewalks added, or accessibility improvement made	ADA Sidewalks: Hansen Street and Simpson Street completed 2021. Rancher St., Pearl Ave scheduled for 2022. N King St, Vine St planned for 2024. Center St. input given, 2025. Gregory Lane, Snow King/Maple Way intersection 2025. E Broadway 2027.

Category A — Sustain and Maintain (0-6 months: June thru Nov 2019)

Those activities of benefit to an age friendly community that are already being carried out by AFJH and other organizations and will be ongoing.

<i>Action Item & AFJH Focus Area</i>	<i>Domain(s) Addressed</i>	<i>Goal of Project</i>	<i>Community Partners</i>	<i>Metrics</i>	<i>Outcome</i>
<i>A.2 Pedestrian</i>	Outdoor Spaces, Health	Provide locations of rest (benches) for pedestrians	Town of Jackson Planning, Public Works Departments	Increased number of benches placed per year	7 installed from 2019-2021. Elk design benches placed - 10. Three benches at The Block installed and scheduled for Spring 2022. Added protective bollards to existing bench.
<i>A.3 Pedestrian</i>	Outdoor Spaces	Safe Crossings: Provide ski poles at town intersections to assist with safe crossings during inclement weather	St. John's Living Center (residents), Community Entry Services (clients)	Increased number of crossings with ski poles during winter/spring seasons	Increased locations from 6 to 11. Holders for poles installed where there were none.

Category A — Sustain and Maintain (0-6 months: June thru Nov 2019)

Those activities of benefit to an age friendly community that are already being carried out by AFJH and other organizations and will be ongoing.

<i>Action Item & AFJH Focus Area</i>	<i>Domain(s) Addressed</i>	<i>Goal of Project</i>	<i>Community Partners</i>	<i>Metrics</i>	<i>Outcome</i>
<i>A.4 Community Relations</i>	Community Support & Health	Distribute File of Life cards to post on fridge to elderly & people with disabilities	Teton County Health Department, Senior Center of Jackson Hole, Community Entry Services	Number of 'file of life' cards distributed	5,000 File of Life packets ordered and most distributed.
<i>A.5 Community Relations</i>	Communication & Information	Elder Resource Guide update: One-stop place for obtaining information on aging resources.	Elder Care Advisors, Senior Center of Jackson Hole	Update completed annually	Ongoing

Category A — Sustain and Maintain (0-6 months: June thru Nov 2019)

Those activities of benefit to an age friendly community that are already being carried out by AFJH and other organizations and will be ongoing.

<i>Action Item & AFJH Focus Area</i>	<i>Domain(s) Addressed</i>	<i>Goal of Project</i>	<i>Community Partners</i>	<i>Metrics</i>	<i>Outcome</i>
<i>A.6 Community Relations</i>	Respect & Social Inclusion, others?	Recognition of age friendly initiatives by other organizations	Chamber of Commerce	# of organizations recognized in 36-month period	Placed on hold due to COVID (Focus has been on elected officials.)
<i>A.7 Transportation</i>	Transportation	Mapping of ADA parking spaces; spaces accessible and available	Town of Jackson, Public Works	Mapping complete	ADA parking spaces complete in Town of Jackson, Teton Village & Wilson. ADA parking spaces surveyed at community parks.
<i>A.8 Transportation</i>	Transportation	ADA parking spaces displayed on visitor maps	Chamber of Commerce	Fold and tear-off maps updated annually	Completed & ongoing.

Category A — Sustain and Maintain (0-6 months: June thru Nov 2019)

Those activities of benefit to an age friendly community that are already being carried out by AFJH and other organizations and will be ongoing.

<i>Action Item & AFJH Focus Area</i>	<i>Domain(s) Addressed</i>	<i>Goal of Project</i>	<i>Community Partners</i>	<i>Metrics</i>	<i>Outcome</i>
<i>A.9 May Park</i>	Outdoor Spaces, Social Participation, Community Support & Health Services	Finalize plans for Wellness Garden at May Park	Parks & Rec, Town of Jackson	Site plan of Wellness Garden Complete	Site plan complete and turned over to Parks and Rec. Wellness Garden is in May Park master plan.
<i>A.10 May Park</i>	Outdoor Spaces, Social Participation, Community Support & Health Services, Communication & information	Community awareness of Wellness Garden at May Park	Parks & Rec, Town of Jackson, Teton County Library, Senior Center of Jackson Hole, Community Foundation of Jackson Hole	Public displays & info sessions on Wellness Garden	Public display at Library; publicity and fundraising events held at public venues; events planned but put on hold due to COVID.

Category B — Short Term Projects (6 to 24 months: Nov 2019 thru May 2021)

The short-term plan is to take the foundation laid above and take further action along the same four focus areas.

AFJH Action Item	Domain(s) Addressed	Goal of Project	AFJH Lead & Community Partners	Metrics	Outcome
B.1 <i>Pedestrian</i>	Outdoor Spaces	ADA Sidewalk ramps placed at intersections	Town of Jackson Public Works	Increased number of ramps placed annually	40 completed 2019-2022.
B.2 <i>Transportation</i>	Transportation	Additional ADA parking spaces, particularly in the downtown core	Town of Jackson Planning and Public Works Departments	Percentage of desired ADA spaces in place	30% of recommended ADA spaces installed
B.3 <i>Community Relations</i>	Respect and Social Inclusion, others?	Establish criteria for organization to be designated as “age friendly”	Chamber of Commerce, St John’s Medical Center, Systems of Care	Completion of designation criteria; # of organizations seeking & receiving designation	Put on hold due to COVID

B.4 Community Relations	Respect & Social Inclusion	Community awareness of ageism & age friendly concepts	local newspaper, radio, Systems of Care, Town of Jackson, Teton County, Chamber of Commerce, Senior Center, MD & PT offices, Sage Living, Legacy Lodge	Number of media announcements, presentations & outreach events; number of established, social media outlets	COVID presented new opportunities: SCJH Newsletter, Newspaper articles, flyers, volunteer section of newspaper, community safety calendar, community forums, and public events. AFJH representation on newly formed Equity Task Force.
B.5 May Park	Outdoor Spaces	Fund raising to make Wellness Garden a reality	Community Foundation of Jackson Hole, Town of Jackson, Parks & Rec, St John's Hospital Foundation	Funding secured to build May Park Wellness Garden	Funds raised in amount of \$24,332 that will be directly donated to Jackson/Teton Parks & Rec to construct. Further fundraising placed on hold due to COVID. Wellness Garden on May Park Master Plan.

B.6 May Park	Outdoor Spaces	Street enhancements around May Park	Town of Jackson, Public Works, Parks & Rec	Improved access to May Park	Attended design and Town workshops; provided AFJH recommendations; Access construction updates are awaiting scheduling and funding. Intersection at Hansen/Rancher will be constructed with ADA access in 2022.
B.7 Transportation	Transportation	Expand ADA Parking mapping to Wilson & Teton Village	Teton County	ADA Parking Mapping Complete of Wilson & Teton Village	Field inventory completed; mapping is pending
B.8 Transportation	Transportation	Creation of additional accessible parking spaces	Teton County	Number of additional spaces added	30% of recommended ADA spaced installed in Town. No known progress outside Town limits.

B.9 Transportation	Transportation	Well maintained accessible spaces	Chamber of Commerce, Town of Jackson, Teton County, private businesses	Increased percentage of spaces in good condition	Annual Town improvements include painting, striping and signage of ADA spaces. Some private businesses have become complacent during COVID due to lack of funds and personnel.
B.10 Pedestrian	Outdoor Spaces	Safe places to cross	Town of Jackson	# of additional safe crossing locations added	Town increased the number of crossings; AFJH increased number of ski poles placed at intersections.
B.11 Pedestrian	Outdoor Spaces, Respect & Social Inclusion	Age friendly representation as pathways ambassador	Friends of Pathways, Town/County	# of hours of participation in Pathways ambassador program	Pathway Ambassador program placed on hold during COVID
B.12 May Park	Outdoor Spaces	Approval through all agencies/departments for May Park Wellness Garden	Town of Jackson, Public Works, Parks & Rec	Green light to begin project	Parks & Rec has completed May Park master plan & continues to realign project workload with funding and personnel capacity.

Category C — Long Term Projects (24 to 36 months: May 2021 thru MAY 2022)

Long term projects are defined as those that will likely take up to 36 months to complete. We anticipate these projects to fall in the same four focus areas as listed above.

AFJH Action Item	Domain(s) Addressed	Goal of Project	AFJH Lead & Community Partners	Metrics	Outcome
C.1 <i>Community Relations</i>	Respect & Social Inclusion	Establish an age friendly training program for organizations	Systems of Care; Chamber of Commerce	Number of organizations who receive training.	No action.
C.2 <i>Transportation</i>	Transportation	ADA space proposal to the Town/County	Town of Jackson, Teton County	AFJH annual letter to Town/County	AFJH provided letter to Town with recommended ADA needs; Town has been active in response and actual installation commensurate with funding and personnel; still need more.

Category C — Long Term Projects (24 to 36 months: May 2021 thru MAY 2022)

Long term projects are defined as those that will likely take up to 36 months to complete. We anticipate these projects to fall in the same four focus areas as listed above.

AFJH Action Item	Domain(s) Addressed	Goal of Project	AFJH Lead & Community Partners	Metrics	Outcome
C.3 <i>Transportation</i>	Transportation	Rural transportation - Improved access to transportation outside of Jackson town limits	Senior Center of Jackson Hole, Teton County	Increase in options for transportation outside of town limits	Pending. Senior Center Board has commissioned a Transportation Committee to explore needs and wants; Town has significantly changed public transport with bus-on-demand service in E. Jackson & increased commuter service between Jackson and other County locations.

Category C — Long Term Projects (24 to 36 months: May 2021 thru MAY 2022)

Long term projects are defined as those that will likely take up to 36 months to complete. We anticipate these projects to fall in the same four focus areas as listed above.

AFJH Action Item	Domain(s) Addressed	Goal of Project	AFJH Lead & Community Partners	Metrics	Outcome
C.4 <i>Pedestrian</i>	Outdoor spaces	Mapping of bench locations	Town/County, Pathways, Friends of Pathways	Completion of bench mapping & condition status	Town is in the process of creating and updating infrastructure system GIS maps. Bench locations will be included but have not begun compilation yet.
C.5 <i>Pedestrian</i>	Outdoor Spaces	Additional benches	Town/County, Pathways, Friends of Pathways	# of additional benches	10 benches installed.

Category C — Long Term Projects (24 to 36 months: May 2021 thru MAY 2022)

Long term projects are defined as those that will likely take up to 36 months to complete. We anticipate these projects to fall in the same four focus areas as listed above.

AFJH Action Item	Domain(s) Addressed	Goal of Project	AFJH Lead & Community Partners	Metrics	Outcome
C.6 <i>Community Relations</i>	Communication & Information	Access to information about age friendly concepts	Town of Jackson, Teton County, St John's Medical Center, Senior Center of Jackson Hole	Number of web site hits	AFJH has tab on the Senior Center website but unable to measure number of AFJH hits at present. Wellness Garden web site also established.
C.7 <i>May Park</i>	Outdoor Spaces	Turn over plans for May Park Wellness Garden to Parks & Rec for building	Parks & Rec	Handoff complete	Plans turned over to Parks & Rec and Wellness Garden is on the May Park master plan. Placed on hold; awaiting Parks & Rec funding and project approval by Town Council/Commissioners.

Category C — Long Term Projects (24 to 36 months: May 2021 thru MAY 2022)

Long term projects are defined as those that will likely take up to 36 months to complete. We anticipate these projects to fall in the same four focus areas as listed above.

AFJH Action Item	Domain(s) Addressed	Goal of Project	AFJH Lead & Community Partners	Metrics	Outcome
C.8 <i>May Park</i>	Outdoor Spaces, Social Participation	Celebration of May Park Wellness Garden	Parks & Rec, St John's Medical Center	Event to celebrate Wellness Garden	Event planned but cancelled due to COVID

AARP/WHO Network of Age Friendly Communities

Action Plan II

for Town of Jackson & Teton County, Wyoming
2023-2027 (final draft)



*The mission of Age Friendly Jackson Hole is to support and
advocate for people of all ages and abilities in Jackson Hole.*



Executive Summary

The Town of Jackson and Teton County, Wyoming, completed the first five- year cycle as an AARP/World Health Organization (WHO) Age Friendly Community in April 2022. Age Friendly Jackson Hole (AFJH) spearheaded this effort and saw progress in increasing access and inclusion for people of all ages and abilities in the community. Successful projects included increased pedestrian safety, planning for a wellness garden, assessing and advocating for accessible parking spaces and evaluating accessibility of community parks. The COVID pandemic created an inevitable slow-down in reaching all of the goals of our initial Action Plan. While many projects went forward, there are a few that will need follow-up in the future. However, the most significant success has been increased incorporation of age friendly concepts as standard considerations in many community projects.

To embark on the next five-year cycle of creating a more age friendly community we sought information from a number of sources. These included listening sessions, meetings with elected officials and candidates for office, informal meetings with seniors and people with disabilities, community wide meetings on specific issues, and review of community surveys on specific topics.

The Age Friendly Jackson Hole (AFJH) Steering Committee has identified three primary areas to focus on in the 2023-2027 **Action Plan II**:

1. Advocacy
2. Transportation (Pedestrian Safety and Service Gaps)
3. Age Friendly Business (AFB) Certification Program

While the topic of Advocacy is broad, it will impact several specifically identified areas of need and raise awareness of Seniors' needs generally throughout our community.

The Age Friendly Jackson Hole Steering Committee is grateful to the Jackson Town Council and Teton County Commissioners for their endorsement and support of age friendly initiatives in our community. Letters of support from the Mayor and Commission Chair are included in the Appendices.

We look forward to also collaborating with other AARP Age Friendly Communities in Wyoming and nationally, sharing information, initiatives, and resources. There is much to do and we look forward to engaging community members and partners in the important work to be done in our Action Plan II.

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Community Profile

INTRODUCTION TO THE COMMUNITY

Teton County and the Town of Jackson sit in an area commonly referred to as “Jackson Hole”. “Hole” is a term first used by early explorers to describe the high elevation valley nearly surrounded by the Gros Ventre Mountain Range and the Grand Teton Mountain Range. The Town of Jackson is the county seat of Teton County which includes several smaller towns such as Wilson and Teton Village, among others. Teton County is approximately 60 miles long and 20 miles wide, including 4,214 square miles. National Forest, National Parks and other state and federal lands comprise 97% of the county’s 2.7 million acre land base. The remaining 3% is held by private land owners, of which 1% is under conservation easements, restricting development to a very limited area. The valley is rimmed on all sides by canyons and mountain passes. The closest metropolitan area is Idaho Falls, Idaho, 90 miles away. The highest point, the Grand Teton is 13,770 feet above sea level. The climate is typical for the Rocky Mountains, snowy and cold much of the year (Nov-May) with the highest snow fall of 595 inches during the 2022-2023 season and a record low temperature of -63 degrees in 1979. Typical high temperatures for winter are in the 20’s and summer high temperatures are in the 70’s. Low temperatures (below 0) are common in winter and freezing temperatures can be experienced even during the summer months.

AGE FRIENDLY INITIATIVES

As an outgrowth of focus groups for the 2014 Community Health Needs Assessment, interested individuals gathered in September 2014 at the Senior Center of Jackson Hole to discuss our community’s age friendliness. This meeting was the catalyst for the formation of Age Friendly Jackson Hole (AFJH) under the umbrella of the Senior Center of Jackson Hole. AFJH

obtained the commitment and enthusiastic endorsement of the Jackson Town Council and Teton County Commissioners to become more age friendly through applying for membership in the AARP and World Health Organization (WHO) network of age friendly communities. The Town of Jackson and Teton County, Wyoming, received designation as a member of the AARP Network of Age-Friendly Communities in May of 2017. This was followed by membership in the WHO Global Network for Age-Friendly Cities & Communities in July 2018. This started the five-year action plan and reporting cycle required for members of the network of livable communities. AFJH submitted a progress report in April 2022, thus completing the first five-year cycle.

Substantial progress has been made towards making the Town of Jackson and Teton County, Wyoming, a more age friendly place to live. Most notable is the impact that Age Friendly Jackson Hole has had in instilling age friendly concepts as standard considerations in community projects. We have seen this consistently through the work of the Town of Jackson, Teton County, and several other local organizations. We also have AFJH representation on the newly formed Town of Jackson Equity Task Force, which is focused on diversity, equity, and inclusion in all aspects of our community.

Pedestrian safety has been greatly improved by the efforts of AFJH. The Town of Jackson has committed to continuing implementation of Town-wide “complete street” improvements identified in its Community Streets Plan. Our “safe crossings” project has increased pedestrian safety in winter at more intersections by providing ski poles for pedestrian use in crossing icy streets.

We successfully completed conceptual plans for the Wellness Garden at May Park which is now included in the Parks and Rec Department May Park

Master Plan. We also completed initial fundraising to advance the project into final design and construction.

Age Friendly Jackson Hole completed an accessibility assessment of the community parks. We have also mapped the handicapped parking spots in Jackson and much of the County and noted where more parking spaces are needed, advocated for them, and four new accessible spaces were created.

Age Friendly Jackson Hole is frequently sought out for input on projects. From the outset, AFJH meetings have attracted involvement by seniors, caregivers, and community leaders. Participation with AFJH has fluctuated over the years and is often driven by the particular issues and projects undertaken by the group. We have a strong, committed, four-member Steering Committee that has guided the age friendly work, even through the challenges of the COVID pandemic.

AFJH has become known in the community because of the projects and actions we have undertaken and completed. AFJH is also known to help inspire others in the community to take actions that make our community more accessible and inclusive.

DEMOGRAPHIC AND DIVERSITY DATA

Located in western Wyoming, Teton County is a small county compared to Wyoming standards. The Town of Jackson has an estimated population of 10,849 while the County is estimated at 23,575 according to 2021 U.S. Census data. Wyoming's population is aging at a rapid rate. It is projected that residents age 65+ will comprise over 20% of the population by 2030. Wyoming is home to one of the nation's largest proportion of baby boomers (born 1946-1964) which is projected to account for this increase. In Teton County, the

estimated 2021 population of people age 65+ was 17% (3,984 people) with people age 50+ making up 36% of the county population. Households including people with disabilities are 6.3%

The region offers acclaimed outdoor recreation throughout all four seasons and tourism is a central driver of the local economy. Although remote, Teton County attracts residents of great wealth. As a result, there is need for a large working class, some of whom reside in the Jackson area, while others travel from nearby communities in Wyoming and Idaho. This creates substantial socio-economic disparities. According to the Wyoming Department of Administration and Information it is estimated that 10,347 people commute into Jackson Hole for work.

Teton County is considered one of the wealthiest counties in the United States, with a trend of higher income residents, remote workers and rapidly rising housing costs. This trend was accelerated as a result of the COVID pandemic, with an influx of new residents who left larger cities, causing the average house price to rise to \$5M. Increased property taxes are causing some long-time residents living on fixed incomes to leave the area. Due to the extreme income disparity and the high cost of living, other impacts to the community, both positive and negative, are anticipated over the next few years.

As an affluent community, Teton County prides itself on the aesthetics of the community as well as providing philanthropic services to the arts, the environment, and, to a lesser degree, to social services. Approximately 6.5% of the population has earnings under the Federal Poverty Level (FPL) according to the Wyoming Department of Administration and Information, so are officially “in poverty”. However, due to the high cost of housing in the area, many more people are living as if in poverty.

There is not a great deal of cultural diversity in the population of the Town of Jackson and Teton County, with 80.8% of residents identifying as non-Hispanic/white and 15% Hispanic. It is commonly thought that the number of Hispanic residents may be underrepresented in these statistics. There is, however, also increasing diversity in the ethnicity of our population as people of eastern European, Russian, Chinese, Native American, and Jamaican descent, as well as residents from most every state in the United States, bring diversity of opinions and thought from multiple backgrounds.

Introduction to the Plan

AFJH BACKGROUND

Mission Statement

The mission of Age Friendly Jackson Hole (AFJH) is to support and advocate for people of all ages and abilities in Jackson Hole.

Vision

People of all ages and abilities are included and have access to community life in Jackson Hole.

Values

Inclusion, access, visibility, dignity (of the individual), and respect (for others).

DEVELOPMENT OF ACTION PLAN

Action Plan II was formulated and written by the four member Steering Committee utilizing information gleaned from the community as detailed in the following section. Members of the Steering Committee are:

Becky Zaist, AFJH Co-Chair, Former Executive Director of Senior Center of Jackson Hole

- o Access to what seniors want/need to assist leading their best lives
 - o AF voice at the agenda-setting and decision-making table
- Jean Day, AFJH Co-Chair, Attorney, serves on the Town of Jackson Equity Task Force
 - o Ability to highlight seniors needs and advocate for access, inclusion, and service
 - o AF voice on advisory team to the Town Council
- Floren Poliseo, Director of Public Works for the Town of Jackson
 - o Access to what is being contemplated, why, when, impact on seniors

- o AF voice at the agenda-setting and decision-making table
- Michael Schrotz, Board Vice Chair of Senior Center of Jackson Hole
 - o Access to what services are offered and planned through Senior Center
 - o AF voice at the agenda-setting and decision making table

COMMUNITY ASSESSMENT

Information Collection

To glean information of importance to our community in formulating Action Plan II we utilized the following:

- Two listening sessions in June 2022
 - o Number of participants - 17
 - o Topics of interest and importance to seniors are listed in the Appendix
- Political candidate forums attended in the 2022 election cycle
 - o Town, County, and State offices
 - o Age Friendly questions submitted in advance
 - o Age Friendly questions submitted from the floor
 - o Numerous conversations with elected officials and candidates about age friendly issues
- Meetings of the Steering Committee of AFJH
 - o Meet minimum of monthly and often weekly
 - o Focus, strategizing, planning
 - o April 2022 Progress Report on 2017 Action Plan, bringing to our attention more things to do/finish
- Attendance at community-wide meetings
 - o Regarding public transportation, especially in east Jackson and Town core, where many seniors live
 - o Regarding sidewalks, pathways

- o Regarding “complete streets,” with provision for safe roadways and neighborhoods
 - o Regarding need for Assisted Living facility
 - o Regarding new property tax assessments
 - o Regarding community mental health needs assessment
 - o Regularly scheduled meetings of Systems of Care and Human Service Council
 - o Regular and specially called meetings of Town of Jackson Council
 - o Regularly and specially called meetings of Teton County Commission
- Attendance at meetings and special trainings by local non-profit agency focused on serving the population with disabilities, educating the public, employers, etc., about same.
- Participation in and review of recent community surveys (Community Health Needs Assessment, Behavioral Health Needs Assessment, Housing surveys, etc.)
- Attendance at webinars and virtual meetings of national and state offices of AARP on a wide array of age friendly topics and initiatives.

Priorities Identified

A full summary of the information collected and lessons learned is provided in Appendix B. The following were identified as priority needs and desires of seniors:

- Advocacy – showing up, being visible, follow up on projects (park accessibility, post office access), giving input and seniors’ perspectives
- Increased transportation options, and affordable housing are big issues that came up multiple times.
- AFJH progress made and resources exist but people are unaware.
- Communication is a barrier. How best to reach them and include them at the table.

- People are engaged with AFJH when there are tangible projects for them to get involved with. Need targeted efforts for people to work on.
- Connections to be made and nurtured with other community partners.

IMPLEMENTATION OF ACTION PLAN

Implementation of Action Plan II will be overseen by the Steering Committee. An important aspect of the plan will be recruiting and re-invigorating volunteers to accomplish these goals. It is anticipated that a volunteer project leader will be assigned to each goal area to manage volunteers and report out to the Steering Committee.

OTHER KEY INFORMATION

Teton County is ranked as the healthiest county in the state of Wyoming and scores better than the nation on some of the most critical indicators for overall health.

The Town of Jackson scores 65 (out of 100) on the AARP Livability Index, while Teton County has a score of 63. Both of these are above the national average of 50. The Town and County score highest on engagement, health, and opportunity (in that order).

Both the Town and County score lowest on environment (Town 40, County 44), neighborhood (Town 54, County 38) and housing (Town 55, County 54). The Steering Committee discussed the low scores on environment and neighborhood and determined that they were mostly due to the rural nature of our community and/or were already being addressed by other agencies/departments. Housing is an on-going significant issue in the community and though is being tackled on several fronts, there is still much

to be done. One significant issue affecting seniors was the closure of the only assisted living facility in the county in 2021.

Teton County also scores lower on Transportation (57) than the national average. The Steering Committee found this to be consistent with information gleaned from Listening Sessions.

Action Plan II

The AFJH Steering Committee has identified three primary areas to focus on in **Action Plan II**:

1. Advocacy
2. Transportation (Pedestrian Safety and Service Gaps)
3. Age Friendly Business (AFB) Certification Program

The following tables depict the Domain-specific Action Plans for four identified projects in these three focus areas.

ADVOCACY

Domains: All eight Domains

Goal: All ages and all abilities have a voice to raise awareness, provide education, know the resources for services and encourage local government to include age friendly concepts in accommodating equal access.

Activity	Completion date	Responsible team	Resource needs	Indicators of Progress
Assign AF Advocacy Leader	August 2023	AFJH Steering Committee	AFJH members	Leader designated
Determine what past projects need follow up (e.g. parks assessment, post office access, # of handicapped parking spaces, Wellness Garden, etc.)	November 2023	AF Advocacy Leader, AFJH Steering Committee	List of past projects	Identified projects to follow up on

Determine public meetings to have AFJH representation	December 2023	AF Advocacy Leader, AFJH Steering Committee	List of public meeting schedules	Prioritized list of meeting types to have representation
Develop uniform message for age friendly concepts	February 2024	AF Advocacy Leader, AFJH Steering Committee	-Printing costs -Graphic design assistance	One-pager created and printed
Develop advocacy program	December 2024	AF Advocacy Leader, AFJH Steering Committee	-Zoom license -AFJH members for project team	-Regular meetings attended -Issues defined -Initiatives developed
Establish metrics for program evaluation	January 2025	AF Advocacy Leader, Steering Committee		Metrics established

TRANSPORTATION – PEDESTRIAN SAFETY

Domains: Transportation, Community & Health Services

Goal: An available resource to find out how to get from A to B in a way that suits individual needs.

Pedestrian safety elements to implement include, but are not limited to, wayfinding, flashing signs, and accessibility.

Activity	Completion date	Responsible team	Resource needs	Indicators of Progress
Assign AF Transportation (Pedestrian Safety) leader	August 2023	AFJH Steering Committee	AFJH members	Leader designated
Develop list of priority projects (e.g. wayfinding, safe crossings, safe shared pathways)	November 2023	AFJH Transportation Leader, AFJH Steering Committee	List from community listening sessions etc. of issues	List of projects identified and prioritized
Identify stakeholders/partners	January 2024	AFJH Transportation Leader	Regional Transportation Coordinator	Kickoff meeting held with identified partners

			(Charlotte Frei), START Board	
Determine resources needed (human and financial)	February 2024	AFJH Transportation Leader and AFJH Steering Committee		Resources identified
Implement projects	December 2024 (first project completed), and ongoing	AFJH Transportation Leader	-Town and County budgeted funds -Grants -Other funding sources TBD -Town and County staff/contractors	Marked status of projects on list (completed, in progress, not started)

TRANSPORTATION – SERVICE GAPS

Domains: Transportation, Community & Health Services

Goal: An available resource to find out how to get from A to B in a way that suits individual needs.

Bridging service gaps to aid in transporting those without available means on weekends, for medical appointments, and to outlying areas

Activity	Completion date	Responsible team	Resource needs	Indicators of Progress
Assign AF Transportation (Service Gaps) Leader	August 2024	AFJH Steering Committee	AFJH members	Leader designated
Identify stakeholders/partners	March 2025	AF Transportation Leader, Steering Committee	Senior Center of Jackson Hole, Regional Transportation Coordinator, START	Kickoff meeting held with identified partners
Assess viability of volunteer	December 2025	AF Transportation Leader and partners	-Interested drivers/citizens	Analysis of viability of

transportation program			-Manpower to maintain schedule -Central request platform (internet, phone, etc.)	program completed
If viable, determine next steps	February 2025	AF Transportation Leader and partners	Secure committed individuals to perform the above list	Table of next steps

AGE FRIENDLY BUSINESS PROGRAM (AFB)

Domains: Outdoor Spaces/Buildings, Social Participation, Respect & Social Inclusion, Work & Civic Engagement, Communication & Information

Goal: Create an age friendly business designation (AFB) to raise awareness among businesses and achieve better accommodations for customers of all ages and abilities.

Activity	Completion date	Responsible team	Resource needs	Indicators of Progress
Assign AFB project leader and team, partner team	August 2024	AFJH Steering Committee self-selects a member	List of previous AFJH members, new AFJH members, Outreach through Chamber	AFB Leader identified, volunteers recruited
Recruit partners	September 2024	AFJH Steering Committee	Chamber of Commerce, outline of program and benefits to business	Meeting with Chamber of Commerce
Develop AFB criteria	December 2024	AFB Leader, Steering Committee and partners	AARP network examples	Documents created to assess businesses
Identify metrics to track program participation	January 2025	AFJH/partners project team	AARP network examples	Tracking metrics defined

Define award and print/make (e.g. decal for business)	February 2025	AFB Leader, Steering Committee and partners	Logo artist Branded item vendor	Awards obtained
Identify regulatory change needs and resolve	February 2025	AFB Leader, partners	Local law research (JMC, LDRs, etc.) Staff sponsor for Council/Commission agenda item	Regulatory evaluation completed
Select pilot businesses	April 2025	AFB Leader, Steering Committee and partners	RFP process or direct requests; handouts describing program	3 businesses agree to pilot AFB program
Determine fiscal needs and sources	May 2025	AFB Leader, Steering Committee and partners	Funding	Funding plan completed
Launch pilot program	June 2025	AFB Leader AFJH team Pilot businesses	Time in coordination among AFB project team and businesses	“clock” starts for AFB pilot businesses to begin their progress toward meeting criteria
Develop criteria to maintain designation	May 2026 (begins March 2026)	AFB Leader, Steering Committee and partners	AARP network examples	Criteria defined and

				document created
Evaluate program	July 2026 (follows 1 full year of pilot implementation)	AFB Leader, Steering Committee and partners	Input from pilot programs, metrics	Evaluation completed
Update the program (if needed)	August 2026	AFB Leader, Steering Committee and partners	Review and analysis of pilot evaluation, decisions by project team	Document updated
Market the program	December 2026 (begins September 2026)	AFB Leader, Steering Committee and partners	Website, print ads, radio ads	Number of outreach efforts (ads, flyers, etc.)
Maintenance of AFB program	Ongoing (first annual official AFB participation begins January 2027)	AFB Leader and partners	Possibly hand off to Chamber of Commerce, Town of Jackson or other agency	Continuation of AFB program

Appendices and Supporting Documentation

APPENDIX A – LETTERS OF SUPPORT FROM MAYOR AND COMMISSION CHAIR

APPENDIX B – LESSONS LEARNED

We learned what is important to our AFJH Community:

Outdoor Spaces and Buildings:

- Multi-use pathways, streets, boardwalks, neighborhood parks—safe and accessible for all users, (e.g. e-bike rules enforced, railings where needed)
- Public benches and community gardens—need more of them
- Post offices—need access for all, including auto-opening doors, space for assistive devices

Transportation:

- Public transportation—expand on-demand service within Town, extend hours of availability
- Transportation to/from outlying areas of the County, the airport, regional medical care
- Create a volunteer-on-call driver system

Housing:

- New housing to be built with “aging-in-place” in mind
- Urgent need for an assisted living facility; ascertain barriers and address/overcome them
- Need for continuum-of-care housing, from senior independent living to skilled nursing, including memory care and adult day programs
- Skyrocketing property taxes are forcing people on fixed incomes out of our Valley; seek State Legislature relief
- Need more affordable and low-income housing for Seniors and people with disabilities (lengthy waitlists); rental housing is particularly insecure, rents escalating, landlords selling and tenants are frequently displaced
- Need home maintenance and repair services, assistance with chores

Social Participation, Respect and Social Inclusion, Communication and Information:

- Increase visibility of and respect for Seniors; identify and call out Ageism
- Include Seniors in planning and provide for their participation in all community events and opportunities
- Address isolation, depression; foster connections and relationships with Seniors
- Increase Seniors' awareness of and access to methods of communication
- Ensure the community (public and private entities) includes communication to Seniors in all outreach, activities; include non-tech methods as not all Seniors are connected to the internet or have cellphones
- Create a Seniors' local radio program for news, items of interest, and opportunities
- Make extra efforts to reach out to and include Seniors in under-represented groups
- Have more classes and learning opportunities for Seniors, especially classes and presentations by Seniors
- Increase inter-generational opportunities
- Amend the Comprehensive Plan, town/county foundational/governing document, to include Seniors specifically
- Encourage Seniors to embrace their Senior status; no internal Ageism
- Our daily newspaper is free; set up a delivery system for those who want the newspaper but cannot pick one up themselves
- Survey Seniors to ascertain how/where they get their information, communications
- Update the Seniors Resources Guide and the AFJH tab on the Senior Center website and keep them up-to-date
- Better inform Seniors of what AFJH (and the Senior Center of JH) has done and is doing to represent, support, and advocate for Seniors

Work and Civic Engagement:

- Determine the number of Seniors employed in the Valley and what barriers exist to the employment of Seniors (e.g. identify and confront Ageism)
- Publicize Seniors' skills, experience, work ethic as valuable and a solution to the workforce shortage; develop Senior workforce programs/partnerships
- Quantify and publicize the community value of Seniors' volunteerism
- Develop Senior workforce programs/partnerships with local businesses to train and recruit Seniors
- Provide current computer and professional skills training for Seniors
- Create a "job board" where Seniors and others can trade services (e.g. babysitting for snow shoveling) and to post jobs, permanent and seasonal, full and part-time
- Encourage public and private entities to solicit and employ Senior representation on their boards, committees, and in their work staff
- Encourage Seniors to apply for positions within public and private boards, committees, and in paid work staff; have their Senior voice be heard

Community and Health Services:

- "Seniors" includes a wide age range of people with a wide range of abilities and interests, remember to include them all
- Address isolation, depression; create connections and relationships
- There is a need for mental health services specifically for Seniors, affordable counseling, and increase in those providers who accept Medicare
- Need for addiction counseling and recovery services specifically for Seniors
- An assisted living facility and adult day programs are needed
- Increase availability of in-home care providers (for medical, physical, household care)

- Need inter-agency coordination and staffing for in-home care when someone is discharged from the hospital; develop a safety net
- Create a list of specialists who provide Senior-specific healthcare in the Seniors Resources Guide including a list of providers of mental health services for Seniors
- Need routinely scheduled transportation to medical providers in Idaho Falls
- Our hospital and nursing home need more Medicaid beds

Other: Work to improve our AARP Livability Index score