START Board Regular Meeting

July 27, 2023
3:30 PM
County Commissioners Chambers

I. ZOOM INFORMATION

A. Zoom Link:
https://us02web.zoom.us/j/81900041427?pwd=QWNvdmhTekdWWTdCdUpyTjZGUndhZz09
Webinar ID: 819 0004 1427 Password: 83001

II. OPENING (3:30-3:35)

A. Call to Order

B. Roll Call

C. Approval of Minutes

1. June 22, 2023 Regular Meeting Minutes

III. PUBLIC COMMENT - Any items NOT on today's agenda (3:35-3:40)

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

IV. CONSENT AGENDA (3:40-3:45)

V. DISCUSSION ITEMS AND/OR ACTION ITEMS (3:45-4:45)

A. Discussion

1. START Bus June 2023 Financial Report – Bruce Abel
2. START Bus June 2023 Ridership Report – Bruce Abel
3. START On-Demand

i. East Jackson Ridership June 2023

ii. South Park Ridership June 2023

4. Airport Service Update
5. START JPA Update
6. Winter Service Levels Update (September 24 – November 24, 2023) – Bruce Abel / Jason Pitts
7. Marketing and Outreach Update – Bruce Abel/ Hanna Sjoberg Bonar
8. House in Order Update (WYDOT, etc)

9. Technology Update
10. Quarterly KPIs (Safety, etc)
11. Safety Plan

i. Stroller Policy

ii. Unruly Passenger update

12. Bus Buy Update

i. MCI (October Delivery)

ii. Idaho Grants

13. START Bike Sale Update
14. Appointment of Liaisons by Town of Jackson

VI. MATTERS FROM BOARD (4:45)

A. Town Liaison Report – Arne Jorgensen
B. County Liaison Report – Wes Gardner
C. Teton Valley Liaison Report – Doug Self
D. Star Valley Liaison Report - Vacant
E. Committee Reports
F. Matters from Board Members

VII. EXECUTIVE SESSION

VIII. TIME AND PLACE FOR NEXT MEETING

A. Thursday, August 24, 2023, 3:30-5:30PM, Hybrid - County Chambers/Zoom

IX. ADJOURN

START Board Regular Monthly Meeting Minutes

June 22, 2023
3:30 PM – 5:30 PM

Hybrid – Teton County Commissioners Chambers & Zoom

I. OPENING (3:30-3:35)

A. Call to Order: Chair, Jared Smith, called the Board Meeting to order at 3:35 PM on Thursday, June 22 2023.

B. Roll Call:

START Board: Jared Smith – In-person (Chair), Ty Hoath – In-person (Vice-Chair), LizAnn Eisen – In-person (Treasurer), Anna Kerr – Virtual, Benjamin Goldberg – Virtual, Cate Watsabaugh – In-person, Meghan Quinn – In-person.
Liaisons: Arne Jorgensen – In-person (Town of Jackson Liaison), Wes Gardner – In-person (Teton County Liaison), Doug Self – Virtual (Teton Valley, ID Liaison)
Staff: Lea Colasuonno – In-person (START Attorney), Bruce Abel – In-person (START Director), Jason Pitts – In-person (START Ops Manager), Lynsey Lenamond – In-person (Sr. Deputy Town Clerk), Ann McClure – In-person (START Admin), Hanna Sjoberg Bonar – In-person (START Service Planning, Marketing & Grants Coordinator), Gail Luna — In-person (START Safety Coordinator)
Other: Charlotte Frei – In-person (Regional Planning Transportation Administrator), Matt Larson —In-person (Teton Village Association)

C. Approval of Minutes:

- Motion made by LizAnn Eisen, seconded by Meghan Quinn, to approve the May 23, 2023 Regular Meeting Minutes. Meeting Minutes are adopted as written. START Board agrees unanimously. Motion carries.

II. PUBLIC COMMENT – any items **not** on today's agenda. (3:35-3:40)

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Board will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to Staff for follow-up. If you would like to speak to the Board during the meeting, please address them during this open public comment, when public comment is called on a specific agenda item, or send an email to info@startbus.com]

A. Email from Abigail Karin re: volume of announcements:
   1. Received inquiry from patron about how loud the ADA announcements at the stops are. Volume has been adjusted.

B. Email from Aylin M RE: South Park On-Demand

C. Email from Jean O RE: South Park On-Demand

D. Email from Roxana G RE: South Park On-Demand

E. Email from Madison P RE: South Park On-Demand

III. CONSENT AGENDA (3:40-3:45)

A. Downtowner Contract Amendment –

- Motion to approve consent agenda – LizAnn Eisen 1st, Ty Hoath 2nd. START Board agrees unanimously. Motion carries.

IV. DISCUSSION ITEMS AND/OR ACTION ITEMS (3:45-4:45)

A. DISCUSSION:

1. Election of Officers:
    i. Current chair, Jared Smith, notified secretary, LizAnn Eisen, of his intention to resign as chair, necessitating election of new chair.
    ii. Nominations on floor for Chair – LizAnn Eisen nominated Ty Hoath for chair, 2nd by Jared Smith. No other nominations.
        1. Votes for Chair – Ty Hoath elected unanimously
    iii. Election of Ty Hoath to chair necessitated the need to elect a new Vice-Chair.
    iv. Nominations on floor for Vice-chair – Jared Smith nominated LizAnn Eisen, 2nd by Ty Hoath. No other nominations.
        1. Vote – Motion passes unanimously.
    v. LizAnn Eisen resigned as Secretary and nominated Meghan Quinn, 2nd by Ty Hoath. No other nominations.
        1. Vote — Motion passes unanimously.
    vi. Treasurer —LizAnn Eisen retaining this position. No voting necessary.
    vii. Jared Smith gave thanks to Board and Staff for their efforts, and highlighted some accomplishments over last 2 years.
2. START Bus May 2023 Financial Report – Bruce Abel – Will come in under budget for FY23
    i. FY24 Budget Update
        1. Town approved START Budget June 5, County Commissioners will review 6/26 and adoption planned for 6/27.
        2. We were advised by WYDOT that our Section 5311 grant (Financial assistance to rural areas): was approved— applied for $6mil, we assumed we'd get $3.75mil, but we were awarded up to $4.9 mil.
            a. Up to 80% of admin, up to 80% of maintenance expenses reimbursed and approximately 50% of operating expenses.
        3. Will hear about the capital grant in next few weeks. Applied for 2 new ADA vehicles and 1 Supervisors vehicle.
3. START Bus May 2023 Ridership Report – Bruce Abel:
    i. Up a little over 11% for the first 5 months of this year vs last year
    ii. Ridership overall has increased by about 5%
    iii. Start On Demand is up over 50% - vast majority is due to East Jackson ridership
    iv. 20% increase in Teton Valley Commuter
    v. Teton Village not much of an increase… but this month and last we are seeing increases. January – March ridership had declined due to service issues with our vendor. We need to own, acknowledge, and say we're going to fix.
    vi. Town shuttle up by 1/3rd, very positive
4. START On-Demand
    i. East Jackson Ridership: Ridership is very strong for EJ
    ii. South Park Ridership: Ridership has not met minimum goal at this time currently… hope to revisit through next budget cycle for this service zone. Got up to 1.9 PAX/Hr as opposed to target goal of 3 PPH.
5. Regional Transportation Taskforce Update—Charlotte Frei:
    i. Bruce is START Liaison – he is presenting.
    ii. Two meetings have occurred to date.
        1. First was a bit of a house keeping meeting – meet & greet and discuss broad goals
        2. Second meeting was setting goals, priorities and anticipated 'road map'
    iii. Citizens advisory committee – brochure included to recruit interest to be on task force.
        1. Jared Smith has notified us of his interest in participating in task force.
        2. Is info circulated publicly? Or just internal/recommendations?

a. Distributed by County PIO (Kristen Waters) has distributed brochure out to her contacts as well as other stakeholders
b. Received list from Town's PIO team on outreach contacts as well.
c. Given to all task force members to distribute to non-profits in their locations
d. → VoicesJH to share (per Meghan Quinn) –on County list

3. Exploratory meeting – open house just to share, and mechanism for community engagement at an informational meeting.
4. Commitment levels of task force will be laid out post-exploratory meeting.

6. Summer Service Levels Update (May 27 – September 23, 2023) – Bruce Abel / Jason Pitts
   i. South Park START On-Demand – ending service 6/30/23; communications plan for marketing (Downtowner to send out memo on App); we will distribute press release via newspaper and news release internally
   ii. Jason Pitts – Ops Manager – Winter season prep: already started recruiting for Winter, did first offer letter for winter last week for a recruit.
      1. Recruitment trip to Alaska – their off season is our ON season.
         a. August 16th week Jason Pitts will go to Alaska and meet with potential partners. We will present to their drivers. They might come meet our drivers.
         b. Already meeting with Town about housing needs
7. Marketing and Outreach Update – Bruce Abel/ Hanna Sjoberg Bonar
   i. Creating action plan based on notes from Outreach & Partnership Committee
   ii. Chamber of Commerce Business Development Committee
      1. June 1 event introducing summer residents to services. Bruce, Jason, and Ann attended.
   iii. Touch a Truck (Bus)
      1. June 3 with a Proterra bus. Handed out coloring books, crayons, and candy. Bruce, Jason, Hanna, and Ann attended.
   iv. Recent articles in Buckrail
      1. 6/6 Picture of bus 276 with "smoke" and 6/8 follow-up clarifying it was steam
      2. 6/15 article about new fleet of buses
      3. 6/22 article about payment issues in app and new Masabi system
   v. Played video Gail made about 276 and new buses. Might post on START Facebook page.
   vi. LizAnn received a request to donate bike racks to START On-Demand. Bruce passed information to Downtowner.
8. House in Order Update (WYDOT):
   i. WYDOT inventory reconciliation is being worked on. Ensure our records correspond with federal records for retiring old buses.
   ii. Joint Powers Agreement (JPA) – slated to go back before the JIM on July 10; Board requested some adjustments to the JPA language… request went to JIM in Dec 2022 – they requested we provide an amended and restated JPA and consolidate into one document … Also requested other language changes.
   iii. Recommendations from the Board included–
      1. legal word smithing of issues in the JPA. Address at high level – paragraph 5 delegation of authority (Staff is recommending accept proposal from Board);
      2. recommendation by Staff to include language that Stilson Transit Center is county owned and leased to START, but our new fleet maintenance facility is Town owned.
      3. Section 8 – budget and operating plan: was not previously titled so add title.
      4. Personnel language recommendation to add by Board (Staff does not recommend);
      5. Staff recommends to accept Board launguage about allocating dollars relative to budget process.

6. Paragraph 9 – method of operation: Board asked for language changes (Staff recommends)
7. Section 10 – agents and employees: Board recommend changing language to funding and contracts; Board recommended non-appropriation language for multi-year contracts (Staff does not recommend)
8. Keeping language to sign legal contracts and funding – yes START can sign contracts.
9. New number 11: Board requested language to clarify language regarding transit director hiring and evaluation, Staff recommend add single "there will be input from the Board".

iv. Request to Board/Staff from JIM is: A-consolidated copy of JPA with all amendments; attachment B- copy of Board's recommendations; attachment C- this is the cleaned up, updated version with Board recommendations and Staff recommendations, which includes Staff response to Board recommendations.

v. July 10 is JIM (normally at 1:30PM… need to confirm time and location)

9. Technology Update:
   i. Equans anticipate site visit in October 2023 to install equipment in new Gillig buses.
   ii. Masabi anticipated to visit in July for introductions
   iii. Investigating integrating RFID cards from JHMR cards system
10. Bus Buy Update
   i. MCI (December Delivery) – initially anticipated delivery of late august… then sept… then January 2024… escalated and timeline now November/Dec 2023. Supply chain issues and manufacturing issues as they move to a different manufacturing plant location.
   ii. Piggyback money for new supervisor or ADA vehicle? Vendors identified? (Ty Hoath)
      1. Environmentally friendly vehicle an option for Sups?
         a. There is a nascent electric para-transit vehicle market. Maybe consider hybrid.
      2. WYDOT is working on state wide vendor list. WA state contract ADA vehicle. 18 month delivery window.
      3. Supervisor vehicle: state guidelines for purchasing passenger vehicles that need to be addressed

b. KPI (Quarterly convo) – Safety **** (not on agenda but LizAnn mentioned she wants to make sure it comes back for next agenda)

V. MATTERS FROM THE BOARD (4:45)

A. County Liaison Report – Wes Gardner
1. Promoting Employer Funded Pass. Suggested rebranding "Eco Pass". Investigated county obtaining passes for staff. However, federal funding would be jeopardized because would not off-set federal funding. Looking into discount instead.
2. Would like to see creation of County Pass to cover more territory.
3. When new buses arrive in December, partner with START on discount. Goal is to get people to use the bus. County subsidizes the system. Free for riders, but not free for funding bodies.
4. Requested information about green house gas emissions for old diesel buses vs new diesel buses. (Bruce working with Alicia Cox to obtain data.) Important to communicate efficiency of new diesel buses to public.

B. Town Liaison Report – Arne Jorgensen:
1. JIM will be in County Chambers at 1:30 PM.
2. Just got through Budget process; Proud of Town and how they go through that process with transparency. Thank you for input and recommendations.
3. Thank you, Jared, for your work as Chair.

C. Teton Valley Liaison Report – Doug Self:
    1. Driggs transit center – delaying until 2025 due to budget constraints. Trying to match the park-n-ride expansion with the commuter service expansion (weekends, etc.)
        1. Bruce clarified budget does include expansion from 3 to 4 commuter buses, dependent on new MCIs. Initial budget had 3 step improvements. Step 1: 3 to 4. Step 2: 4 commuters with weekends. Step 3: 5 commuters. As it went through budget process, funding was reduced to just 4 commuters. Next step would be adding weekends.
            i. Not advisable to use current buses, it is an uncomfortable ride in a transit coach over the pass. Technically possible, but better to wait for new buses so passengers will appreciate it.
            ii. Survey last summer: looked at what time people start work. Next highest request was for weekends.
    2. Grand Targhee reaching out to START Staff to discuss partnership
    3. Next month adding 4 electric vehicle charging stations to transit center lot
    4. 5th street park-n-ride expansion on schedule for 2025.
    5. Checking graphic counters (11 riders/day on commuter) but adding 168 motor vehicles (Idaho traffic represents 60% in Wilson and 1/3 of traffic on HWY 22)
    6. Would like to do more in Teton Valley, ID, to ramp up efforts for marketing on that side to put fliers into Transit center, bus stops, etc.
    7. ** Send Doug task force details for hosting meetings, etc. over the hill. Desire to have a remote option, etc.. Trail of Pathways group requested a remote/virtual option. (Traditional open house with easels. But open to suggestions for future meetings.)
D. Star Valley Liaison Report - Vacant
E. Committee Reports
    1. Cate Watsabaugh-Marketing & Outreach: no updates, not able to schedule meeting. Will revisit.
        1. Thanked START Staff for efforts to date.
    2. Jared Smith – Executive & Finance: should try to accommodate community members who need ADA transportation to best of abilities within regulations and budget constraints.
        1. Bruce – Meeting for master plan for Stilson Transit Center on June 26.
        2. Plan for ground breaking in Summer 2024.
F. Matters from Board Members

VI. EXECUTIVE SESSION

VII. ADJOURNMENT Motion to adjourn made by LizAnn Eisen, seconded by Cate Watsabaugh to adjourn Board Regular Meeting. START Board agrees unanimously. Motion carries. Meeting adjourned at 5:17 PM.

TIME AND PLACE FOR NEXT MEETING.

Thursday, July 27, 2023, 3:30-5:30PM, Hybrid - County Chambers/Zoom

DRAFT

_____

Ann McClure Date
START Administrative Assistant (Minutes Editor)

The undersigned duly qualified and acting chairman of the Southern Teton Area Rapid Transit Board certifies that the foregoing is a true and correct copy of the minutes approved at a legally convened meeting of the Southern Teton Area Rapid Transit Board.

_____

Meghan Quinn, Secretary Date

DRAFT

Town of Jackson, Wyoming
START Bus System

Monthly Financial Report for the month of 6/30/2023 month 12 100.000%

	Period Actual	Period Budget (div by 12)	Period Variance	YTD Actual	YTD Budget	YTD Variance	%	Total Budget	Budget remaining	%
Revenues:										
Intergovernmental	$ 688,992.00	$ 1,397,645.92	$ (708,653.92)	$ 3,010,033.48	$ 16,771,751.00	$ (13,761,717.52)	17.947%	$ 16,771,751.00	$ 13,761,717.52	17.947%
Charges for Service	123,540.21	$ 190,948.58	$ (67,408.37)	1,470,376.23	$ 2,291,383.00	$ (821,006.77)	64.170%	$ 2,291,383.00	$ 821,006.77	64.170%
Miscellaneous	746.5	$ 4,163.67	$ (3,417.17)	25,349.67	$ 49,964.00	$ (24,614.33)	50.736%	$ 49,964.00	$ 24,614.33	50.736%
subtotal	**$ 813,278.71**	**$ 1,592,758.17**	**$ (779,479.46)**	**$ 4,505,759.38**	**$ 19,113,098.00**	**$ (14,607,338.62)**	**23.574%**	**$ 19,113,098.00**	**$ 14,607,338.62**	**23.574%**
transfers in	547088.89	$ 269,643.08	$ 277,445.81	1,633,546.86	$ 3,235,717.00	$ (1,602,170.14)	50.485%	$ 3,235,717.00	$ 1,602,170.14	50.485%
Total	**$ 1,360,367.60**	**$ 1,862,401.25**	**$ (502,033.65)**	**$ 6,139,306.24**	**$ 22,348,815.00**	**$ (16,209,508.76)**	**27.470%**	**$ 22,348,815.00**	**$ 16,209,508.76**	**27.470%**
									-	
									-	
Expenditures									-	
									-	
Administration	$ 186,875.69	$ 181,888.58	$ 4,987.11	$ 1,591,702.86	$ 2,182,663.00	$ (590,960.14)	72.925%	$ 2,182,663.00	$ 590,960.14	72.925%
Operations	383,880.02	$ 616,875.42	$ (232,995.40)	6,218,185.14	$ 7,402,505.00	$ (1,184,319.86)	84.001%	7,402,505.00	1,184,319.86	84.001%
subtotal	**$ 570,755.71**	**$ 798,764.00**	$ (228,008.29)	**$ 7,809,888.00**	$ 9,585,168.00	$ (1,775,280.00)	81.479%	**$ 9,585,168.00**	**$ 1,775,280.00**	81.479%
Capital outlay	$ 558,015.93	$ 1,067,147.08	$ (509,131.15)	$ 5,799,855.58	$ 12,805,765.00	$ (7,005,909.42)	45.291%	$ 12,805,765.00	$ 7,005,909.42	45.291%
Subtotal (cume)	**$ 1,128,771.64**	**$ 1,865,911.08**	**$ (737,139.44)**	**$ 13,609,743.58**	**$ 22,390,933.00**	**$ (8,781,189.42)**	**60.782%**	**$ 22,390,933.00**	**$ 21,262,161.36**	**60.782%**
Transfers out	$ -	$ 10,716.75	$ (10,716.75)	$ 105,489.00	$ 128,601.00	$ (23,112.00)	82.028%	$ 128,601.00	$ 23,112.00	82.028%
Total (cume)	**$ 1,128,771.64**	**$ 1,876,627.83**	**$ (747,856.19)**	**$ 13,715,232.58**	**$ 22,519,534.00**	**$ 8,804,301.42**	**60.904%**	**$ 22,519,534.00**	**$ 8,804,301.42**	**60.904%**
Net Revenue over Expenditures	$ 231,595.96	$ (14,226.58)	$ 245,822.54	$ (7,575,926.34)	$ (170,719.00)	$ (25,013,810.18)	4437.659%	$ (170,719.00)	$ 7,405,207.34	4437.659%

START Ridership

START Board Meeting: July 27, 2023

2018	Town Shuttle	Teton Village	Star Valley	Teton Valley		ADA	Monthly Total
Jan	44,040	105,454	3,331	3,535	-	481	156,841
Feb	38,376	96,617	2,865	3,052	-	498	141,408
March	38,047	95,498	2,804	3,058	-	554	139,961
April	27,458	17,489	2,275	2,412	-	446	50,080
May	34,639	5,769	2,671	2,962	-	422	46,463
June	48,549	17,599	2,815	2,547	-	436	71,946
July	57,755	23,520	2,766	2,364	-	438	86,843
August	54,731	22,074	2,715	2,497	-	386	82,403
September	45,062	16,760	2,286	2,445	-	392	66,945
October	34,965	5,246	2,828	2,859	-	358	46,256
November	28,285	13,054	2,710	2,568		389	47,006
December	37,453	92,007	2,608	3,082		434	135,584
Totals 2018	489,360	511,087	32,674	33,381	-	5,234	**1,071,736**

2019	Town Shuttle	Teton Village	Star Valley	Teton Valley		ADA	Monthly Total	'19 vs. '18	
Jan	41,778	111,186	3,283	3,646	-	464	160,357	3,516	2%
Feb	36,655	106,701	2,827	2,240	-	415	148,838	7,430	5%
March	38,437	100,310	2,780	2,739	-	485	144,751	4,790	3%
April	27,974	19,896	2,623	2,921	-	542	53,956	3,876	8%
May	34,349	6,478	2,343	3,340	-	437	46,947	484	1%
June	45,211	16,765	2,285	2,682	-	518	67,461	(4,485)	-6%
July	49,498	23,259	3,597	3,225	-	407	79,986	(6,857)	-8%
August	45,687	28,611	2,679	2,837	-	389	80,203	(2,200)	-3%
September	50,287	25,540	2,559	3,623	-	406	82,415	15,470	23%
October	47,307	8,445	2,455	3,312	-	368	61,887	15,631	34%
November	35,185	7,392	3,523	3,449		430	49,979	2,973	6%
December	36,299	79,128	2,731	3,243		525	121,926	(13,658)	-10%
Totals 2019	488,667	533,711	33,685	37,257	-	5,386	**1,098,706**	26,970	3%

2020	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	Monthly Total	'20 vs. '19	
Jan	41,063	102,344	3,442	3,827	-	567	151,243	(9,114)	-6%
Feb	38,950	107,867	2,874	3,290	-	558	153,539	4,701	3%
March	27,258	52,602	2,269	2,162	-	350	84,641	(60,110)	-42%
April	7,457	289	991	653	-	205	9,595	(44,361)	-82%
May	9,411	510	932	813	-	253	11,919	(35,028)	-75%
June	12,345	2,276	1,426	1,250	-	301	17,598	(49,863)	-74%
July	13,710	4,973	1,580	1,466	-	340	22,069	(57,917)	-72%
August	13,533	5,830	1,592	1,578	-	303	22,836	(57,367)	-72%
September	13,597	4,788	1,675	1,648	-	253	21,961	(60,454)	-73%
October	12,913	2,901	1,642	1,632	-	299	19,387	(42,500)	-69%
November	9,688	4,308	1,642	1,407	132	328	17,505	(32,474)	-65%
December	12,131	37,900	1,930	1,476	3,522	316	57,275	(64,651)	-53%
Totals 2020	212,056	326,588	21,995	21,202	3,654	4,073	**589,568**	(509,138)	-46%

2021	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'21 vs. '20	
Jan	12,762	45,208	2,024	1,800	4,809	331	-	66,934	(84,309)	-56%
Feb	12,433	39,954	1,930	1,754	4,218	357	-	60,646	(92,893)	-61%
March	14,873	38,736	2,242	2,087	4,012	428	-	62,378	(22,263)	-26%
April	12,151	10,124	1,990	1,628	2,292	438	-	28,623	19,028	198%
May	14,762	3,800	1,699	1,745	2,880	482	-	25,368	13,449	113%
June	17,143	9,446	2,100	1,827	3,734	550	-	34,800	17,202	98%
July	18,696	9,868	1,995	1,541	3,940	536	-	36,576	14,507	66%
August	21,372	6,753	2,109	1,633	3,495	528	-	35,890	13,054	57%
September	17,661	7,969	1,773	1,893	3,266	481	-	33,043	11,082	50%
October	15,599	4,733	1,926	1,866	2,853	470	-	27,447	8,060	42%
November	12,866	6,437	1,685	1,343	1,717	448	197	24,693	7,188	41%
December	18,836	49,156	2,508	1,989	-	519	7,025	80,033	22,758	40%
Totals 2021	189,154	232,184	23,981	21,106	37,216	5,568	7,222	**516,431**	(73,137)	-12%

START Ridership

START Board Meeting: July 27, 2023

2022	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'22 vs. '21	
Jan	19,554	62,593	2,370	2,104	-	458	9,983	97,062	30,128	45%
Feb	19,479	59,372	2,048	2,011	-	490	10,204	93,604	32,958	54%
March	21,887	58,905	2,360	1,983	-	566	9,800	95,501	33,123	53%
April	18,327	13,026	2,262	1,781	-	461	5,064	40,921	12,298	43%
May	22,372	4,748	1,995	1,871	-	539	5,094	36,619	11,251	44%
June	27,176	14,083	2,308	2,097	-	493	5,353	51,510	16,710	48%
July	29,195	18,147	2,150	2,116	-	534	7,193	59,335	22,759	62%
August	27,634	17,827	2,377	2,434	-	515	7,604	58,391	22,501	63%
September	25,600	13,410	2,038	2,418	-	422	7,184	51,072	18,029	55%
October	21,545	7,168	1,677	1,890	-	507	5,799	38,586	11,139	41%
November	18,712	9,972	2,181	2,194	-	501	5,513	39,073	14,380	58%
December	27,581	49,580	2,580	2,353	-	563	13,769	96,426	16,393	20%
Totals 2022	279,062	328,831	26,346	25,252	-	6,049	92,560	**758,100**	241,669	47%

2023	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'23 vs. '22	
Jan	32,229	57,980	2,295	2,446	-	550	16,670	112,170	15,108	16%
Feb	27,699	52,442	2,206	2,203	-	461	15,463	100,474	6,870	7%
March	29,905	49,763	2,710	2,524	-	489	15,183	100,574	5,073	5%
April	20,609	13,018	1,963	2,035	-	474	7,338	45,437	4,516	11%
May	24,642	8,844	2,203	2,409	-	470	7,135	45,703	9,084	25%
June	33,304	17,151	2,150	2,408	-	452	9,140	64,605	13,095	25%
July								-	(59,335)	-100%
August								-	(58,391)	-100%
September								-	(51,072)	-100%
October								-	(38,586)	-100%
November								-	(39,073)	-100%
December								-	(96,426)	-100%
Totals 2023	168,388	199,198	13,527	14,025	-	2,896	70,929	**468,963**	372,537	386%

START On-Demand Ridership by Zone Area:

		East Jackson	South Town	SOD Total by Month
2022	**December**	13,499	270	***13,769***
	% of SOD total	*98.04%*	*1.96%*	
2023	**January**	16,108	562	***16,670***
	% of SOD total	*96.63%*	*3.37%*	
2023	**February**	14,996	467	***15,463***
	% of SOD total	*96.98%*	*3.02%*	
2023	**March**	14,640	543	***15,183***
	% of SOD total	*96.42%*	*3.58%*	
2023	**April**	6,838	500	***7,338***
	% of SOD total	*93.19%*	*6.81%*	
2023	**May**	6,595	540	***7,135***
	% of SOD total	*92.43%*	*7.57%*	
2023	**June**	8,693	447	***9,140***
	% of SOD total	*95.11%*	*4.89%*	

Summary Tables:

Monthly Total - June Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Annual Total:
2018	48,549	17,599	2,815	2,547	-	436	-	**71,946**
2019	45,211	16,765	2,285	2,682	-	518	-	**67,461**
2020	12,345	2,276	1,426	1,250	-	301	-	**17,598**
2021	17,143	9,446	2,100	1,827	3,734	550	-	**34,800**
2022	27,176	14,083	2,308	2,097	-	493	5,353	**51,510**
2023	33,304	17,151	2,150	2,408	-	452	9,140	**64,605**

Monthly Comparisons for Each Service Type - June Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	*Monthly Variance:*
2018 - 2019	(3,338)	(834)	(530)	135	-	82	-	(4,485)
	-6.88%▼	-4.74%▼	-18.83%▼	5.30%▲	0.00%▲	18.81%▲	0.00%▲	-6.23%▼
2019 - 2020	(32,866)	(14,489)	(859)	(1,432)	-	(217)	-	(49,863)
	-72.69%▼	-86.42%▼	-37.59%▼	-53.39%▼	0.00%▲	-41.89%▼	0.00%▲	-73.91%▼
2020 - 2021	8,532	7,170	674	577	3,734	249	-	17,202
	69.11%▲	315.03%▲	47.27%▲	46.16%▲	0.00%▲	82.72%▲	0.00%▲	97.75%▲
2021 - 2022	6,299	4,637	208	270	(3,734)	(57)	5,353	16,710
	36.74%▲	49.09%▲	9.90%▲	14.78%▲	0.00%▲	-10.36%▼	0.00%▲	48.02%▲
2022 - 2023	6,128	3,068	(158)	311	-	(41)	3,787	13,095
	18.40%▲	17.89%▲	-7.35%▼	12.92%▲	0.00%▲	-9.07%▼	41.43%▲	20.27%▲

YTD Totals for January through June Data:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	YTD Total:
2018	231,109	338,426	16,761	17,566	-	2,837	-	**606,699**
2019	224,404	361,336	16,141	17,568	-	2,861	-	**622,310**
2020	136,484	265,888	11,934	11,995	-	2,234	-	**428,535**
2021	84,124	147,268	11,985	10,841	21,945	2,586	-	**278,749**
2022	128,795	212,727	13,343	11,847	-	3,007	45,498	**415,217**
2023	168,388	199,198	13,527	14,025	-	2,896	70,929	**468,963**

YTD Comparisons for Each Service Type: January through June Data:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	*Annual Variance:*
2018 - 2019	(6,705)	22,910	(620)	2	-	24	-	15,611
	-2.90%▼	6.77%▲	-3.70%▼	0.01%▲		0.85%▲		2.57%▲
2019 - 2020	(87,920)	(95,448)	(4,207)	(5,573)	*Add to TS*	(627)	-	(193,775)
	-39.18%▼	-26.42%▼	-26.06%▼	-31.72%▼		-21.92%▼		-31.14%▼
2020 - 2021	(30,415)	(118,620)	51	(1,154)	*Add to TS*	352	-	(149,786)
	-22.28%▼	-44.61%▼	0.43%▲	-9.62%▼		15.76%▲		-34.95%▼
2021 - 2022	22,726	65,459	1,358	1,006	-	421	45,498	136,468
	21.43%▲	44.45%▲	11.33%▲	9.28%▲		16.28%▲	100.00%▲	48.96%▲
2022 - 2023	39,593	(13,529)	184	2,178	-	(111)	25,431	53,746
	30.74%▲	-6.36%▼	1.38%▲	18.38%▲		-3.69%▼	55.89%▲	12.94%▲

Commuter Services - Average Boardings:

May-21			
Teton Valley		AM	PM
May	TV1	9	14
	TV2	13	18
	TV3	19	7
Star Valley		AM	PM
May	SV1	8	16
	SV2	18	19
	SV3	15	5
Jun-21			
Teton Valley		AM	PM
June	TV1	10	14
	TV2	15	20
	TV3	17	8
Star Valley		AM	PM
June	SV1	7	22
	SV2	23	22
	SV3	18	4
Jul-21			
Teton Valley		AM	PM
July	TV1	9	11
	TV2	13	17
	TV3	14	7
Star Valley		AM	PM
July	SV1	7	22
	SV2	22	18
	SV3	17	4
Aug-21			
Teton Valley		AM	PM
August	TV1	8	13
	TV2	14	20
	TV3	14	6
Star Valley		AM	PM
August	SV1	8	22
	SV2	23	19
	SV3	17	6
Sep-21			
Teton Valley		AM	PM
September	TV1	9	15
	TV2	16	20
	TV3	19	8
Star Valley		AM	PM
September	SV1	8	20
	SV2	20	16
	SV3	13	3
Oct-21			
Teton Valley		AM	PM
October	TV1	9	18
	TV2	11	19
	TV3	24	8
Star Valley		AM	PM
October	SV1	11	21
	SV2	24	18
	SV3	13	5

Date:	*Teton Valley Commuter Monthly Avg.*	
2018	2,781.75	12 Months
2019	3,104.75	12 Months
2020	1,766.83	12 months
2021	1,758.83	12 months
2022	2,104.33	12 month
2023	2,337.50	6 month
Date:	*Star Valley Commuter Monthly Avg.*	
2018	2,722.83	12 Months
2019	2,807.08	12 Months
2020	1,832.92	12 months
2021	1,998.42	12 months
2022	2,195.50	12 month
2023	2,254.50	6 month

Nov-21			
Teton Valley		AM	PM
November	TV1	7	15
	TV2	11	16
	TV3	19	4
Star Valley		AM	PM
November	SV1	10	20
	SV2	23	19
	SV3	16	5
Dec-21			
Teton Valley		AM	PM
December	TV1	7	18
	TV2	15	17
	TV3	22	10
Star Valley		AM	PM
December	SV1	13	23
	SV2	28	23
	SV3	16	6
January 2022			
Teton Valley		AM	PM
January	TV1	8	27
	TV2	16	20
	TV3	22	7
Star Valley		AM	PM
January	SV1	14	24
	SV2	29	26
	SV3	14	6
February 2022			
Teton Valley		AM	PM
February	TV1	10	20
	TV2	16	24
	TV3	25	9
Star Valley		AM	PM
February	SV1	13	22
	SV2	27	25
	SV3	14	4
March 2022			
Teton Valley		AM	PM
March	TV1	9	21
	TV2	17	24
	TV3	24	6
Star Valley		AM	PM
March	SV1	16	25
	SV2	30	28
	SV3	17	7

START Ridership

START Board Meeting: July 27, 2023

April 2022			
Teton Valley		AM	PM
April	TV1A	8	18
	TV1B	2	0
	TV2	14	17
	TV3	20	7
Star Valley		AM	PM
April	SV1A	13	21
	SV1B	0	0
	SV2	28	24
	SV3	16	6

May 2022			
Teton Valley		AM	PM
May	TV1A	11	18
	TV1B	1	0
	TV2	13	16
	TV3	19	7
Star Valley		AM	PM
May	SV1A	11	17
	SV1B	2	4
	SV2	23	19
	SV3	11	6

June 2022			
Teton Valley		AM	PM
June	TV1A	10	17
	TV1B	3	1
	TV2	15	23
	TV3	20	7
Star Valley		AM	PM
June	SV1A	13	19
	SV1B	1	0
	SV2	27	25
	SV3	12	7

July 2022			
Teton Valley		AM	PM
July	TV1A	11	21
	TV1B	7	0
	TV2	22	24
	TV3	19	9
Star Valley		AM	PM
July	SV1A	13	21
	SV1B	2	0
	SV2	31	27
	SV3	14	8

August 2022			
Teton Valley		AM	PM
August	TV1A	12	21
	TV1B	7	0
	TV2	18	24
	TV3	19	9
Star Valley		AM	PM
August	SV1A	11	22
	SV1B	3	0
	SV2	28	26
	SV3	13	6

September 2022			
Teton Valley		AM	PM
September	TV1A	12	25
	TV1B	4	0
	TV2	15	21
	TV3	24	10
Star Valley		AM	PM
September	SV1A	13	19
	SV1B	5	1
	SV2	22	22
	SV3	11	6

October 2022			
Teton Valley		AM	PM
October	TV1A	12	23
	TV2	25	19
	TV3	25	11
Star Valley		AM	PM
October	SV1A	12	22
	SV2	25	22
	SV3	24	9

November 2022			
Teton Valley		AM	PM
November	TV1	11	22
	TV2	23	30
	TV3	26	6
Star Valley		AM	PM
November	SV1	10	24
	SV2	28	24
	SV3	15	5

December 2022			
Teton Valley		AM	PM
December	TV1	10	24
	TV2	24	27
	TV3	24	9
Star Valley		AM	PM
December	SV1	16	28
	SV2	30	26
	SV3	16	8

START Ridership

January 2023			
Teton Valley		AM	PM
January	TV1	14	28
	TV2	23	27
	TV3	30	12
Star Valley		AM	PM
January	SV1	15	27
	SV2	30	29
	SV3	16	4
February 2023			
Teton Valley		AM	PM
February	TV1	13	27
	TV2	20	23
	TV3	32	10
Star Valley		AM	PM
February	SV1	14	27
	SV2	30	25
	SV3	17	5
March 2023			
Teton Valley		AM	PM
March	TV1	10	24
	TV2	21	23
	TV3	29	7
Star Valley		AM	PM
March	SV1	13	24
	SV2	33	26
	SV3	16	7
April 2023			
Teton Valley		AM	PM
April	TV1	10	25
	TV2	26	20
	TV3	18	7
Star Valley		AM	PM
April	SV1	9	23
	SV2	22	18
	SV3	19	7
May 2023			
Teton Valley		AM	PM
May	TV1	11	23
	TV2	26	20
	TV3	17	7
Star Valley		AM	PM
May	SV1	9	22
	SV2	20	18
	SV3	21	8
June 2023			
Teton Valley		AM	PM
June	TV1	14	27
	TV2	28	25
	TV3	18	7
Star Valley		AM	PM
June	SV1	10	21
	SV2	19	19
	SV3	20	18

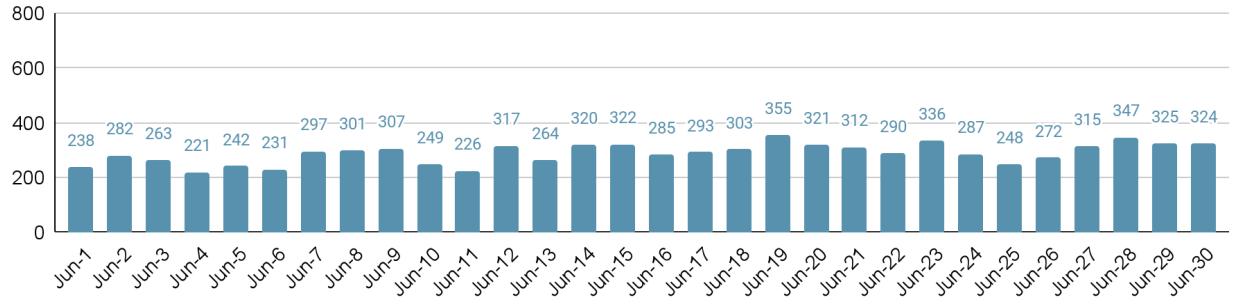
East Jackson Ridership Report

June 2023

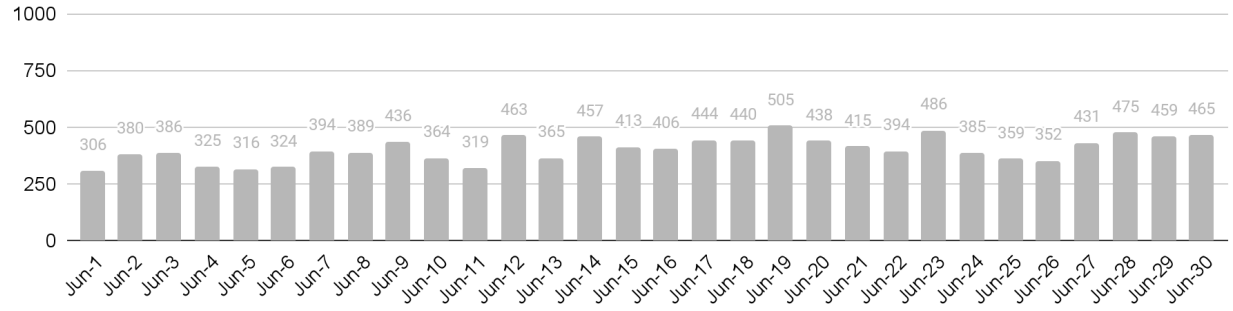
Dates: June 1 - 30, 2023

Rides : 8,693 / 167,332
Passengers (unlinked passenger trips): 12,091 / 240,248
Vehicle revenue hours: 1,471 / 25,045
Total vehicle hours: 1,664 / 27,374
Vehicle revenue miles: 12,306 / 222,275
Total vehicle miles: 13,597 / 234,578
Passenger miles: 11,862 / 203,773
Unique rider accounts (month to date / year): 1,132 / 4,489
Passengers per revenue hour: 8.2 / 9.6
Percent of rides shared: 42%
Average wait time: 10 minutes
Average ride time: 6 minutes
Average experience rating: 4.9 out of 5
Wheelchair rides: 4
No shows: 285
Percent of rides more than 5 min late to pickup: 5%
(month to date / all time)

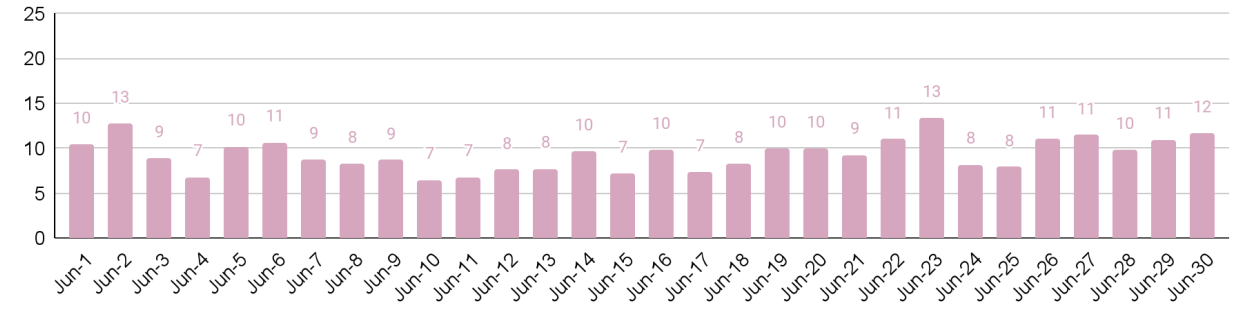
Rides



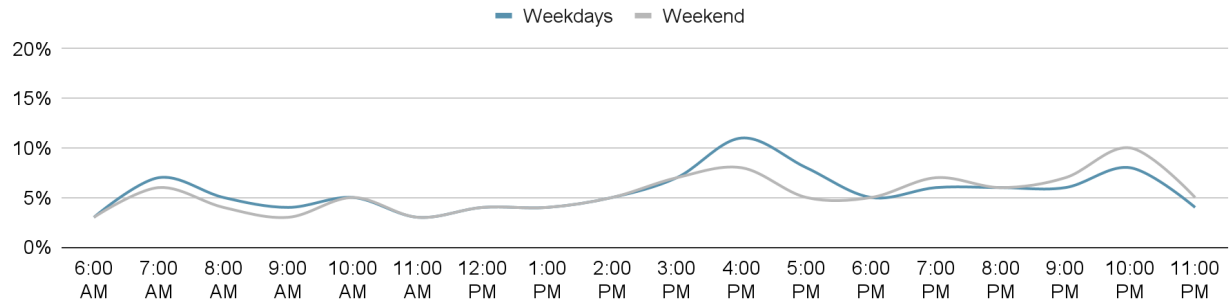
Passengers



Average Wait time



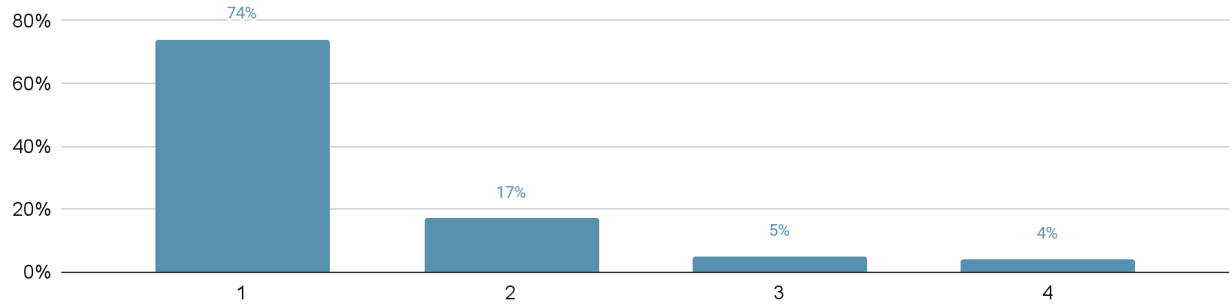
Demand by Hour



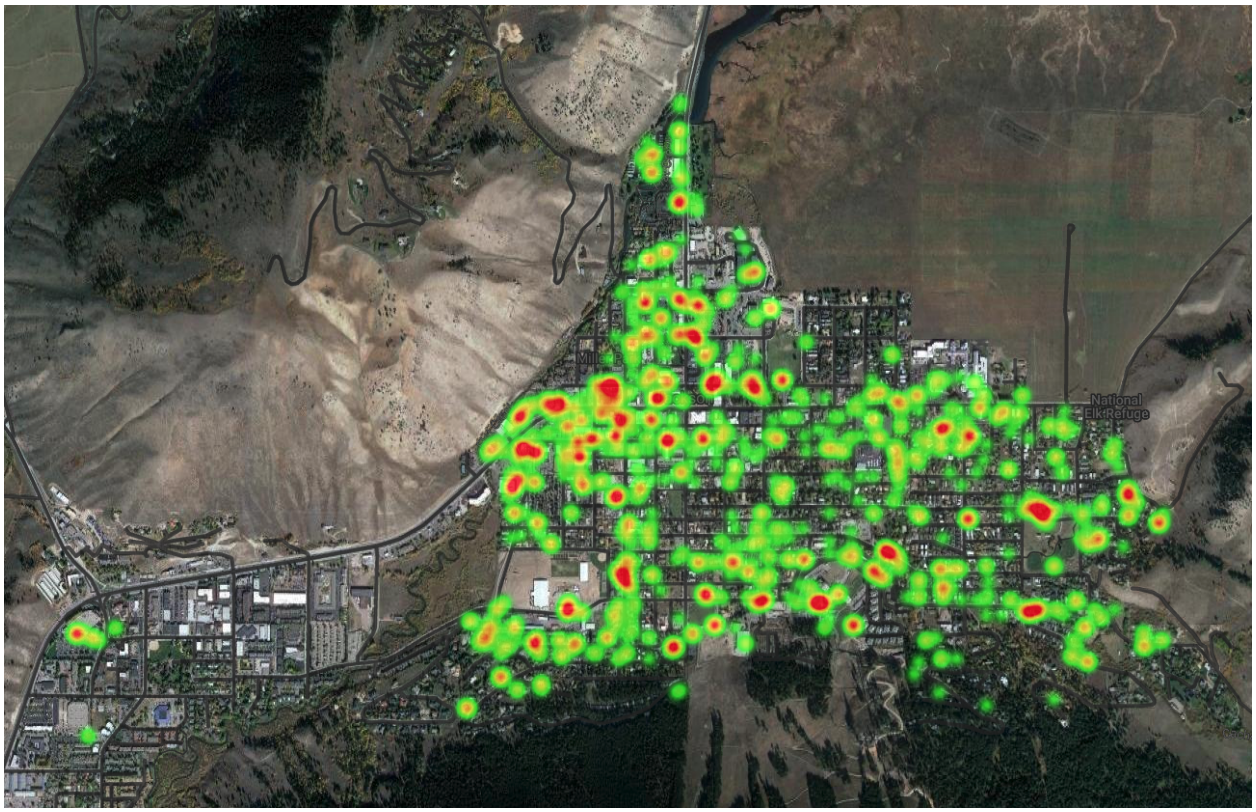
Wait Time Distribution

0 - 5 min: 32%
5 - 10 min: 33%
10 - 15 min: 17%
15 - 20 min: 9%
20 - 25 min: 5%
25 - 30 min: 2%
30+ min: 3%

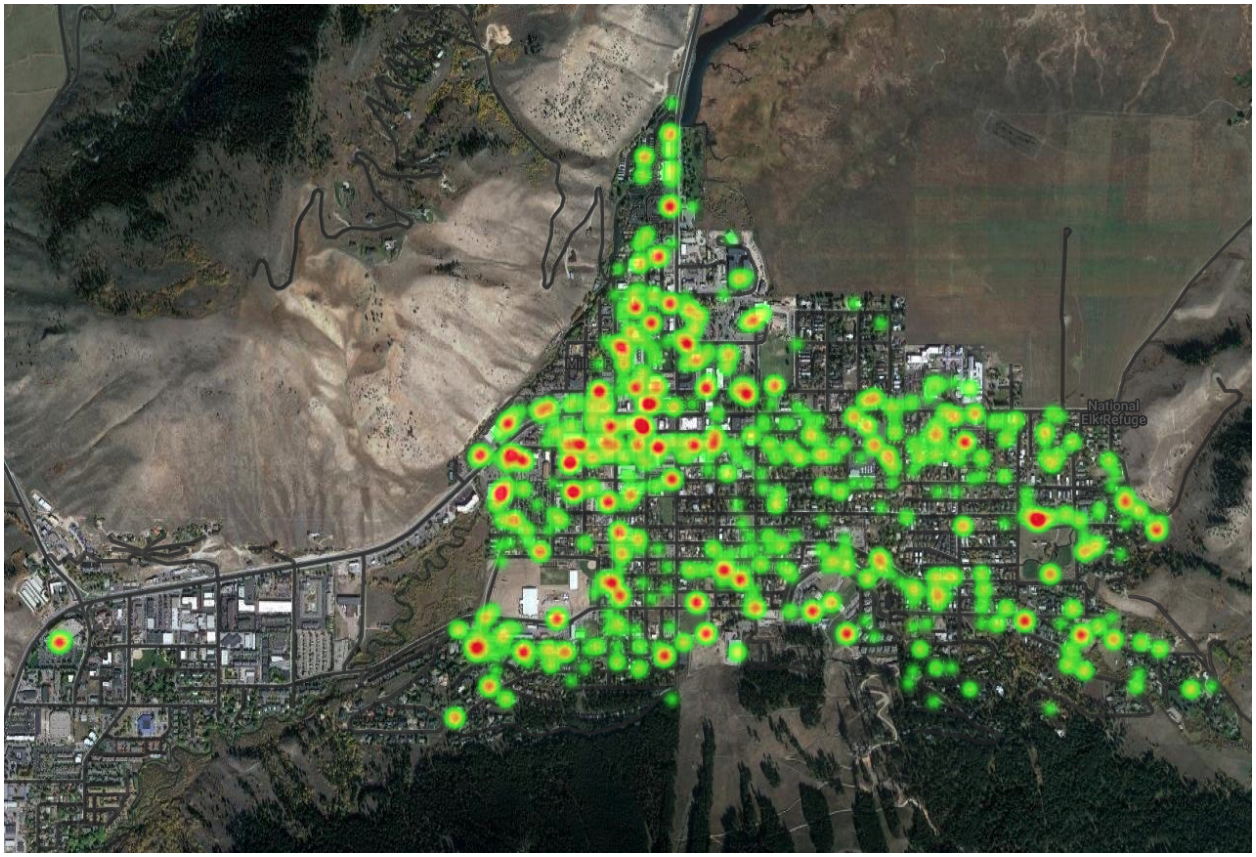
Passenger Distribution



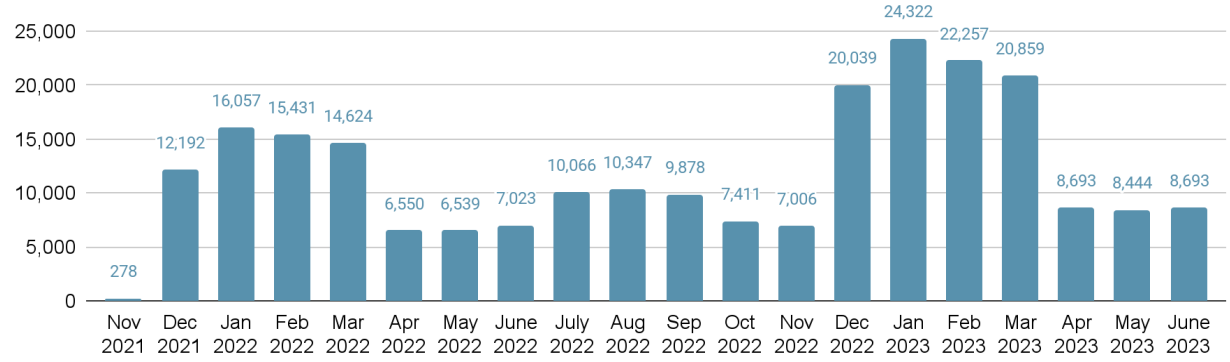
Pickups Heat Map



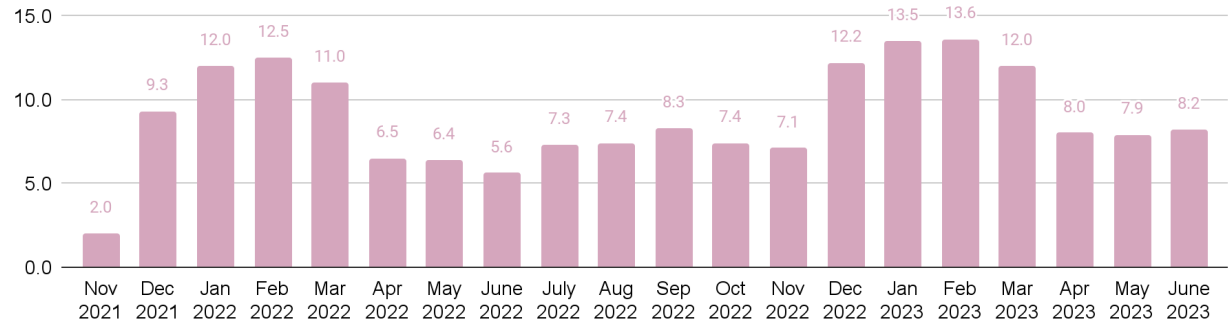
Dropoffs Heat Map



All Time - Passengers



All Time - Passengers / Revenue Hour



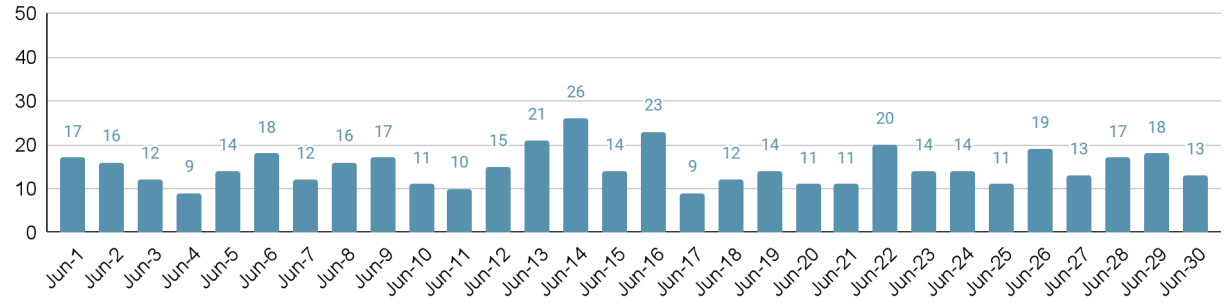
South Park Ridership Report

June 2023

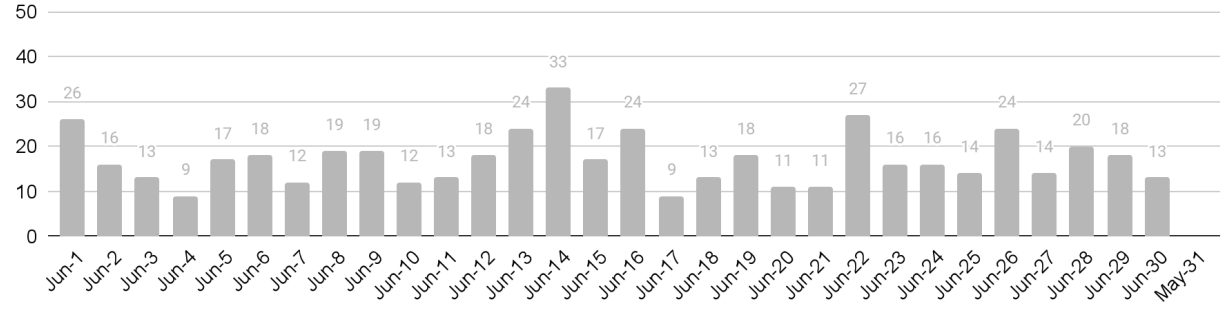
Dates: June 1 - 30, 2023

Rides: 447 / 3,329
Passengers (unlinked passenger trips): 514 / 3,919
Vehicle revenue hours: 335 / 2,433
Total vehicle hours: 368 / 2,705
Vehicle revenue miles: 2,813 / 20,218
Total vehicle miles: 3,147 / 21,591
Passenger miles: 1,639 / 11,887
Unique rider accounts: 80
Passengers per revenue hour: 1.5 / 1.6
Percent of rides shared: 11%
Average wait time: 7 minutes
Average ride time: 7 minutes
Average experience rating (out of 5): 4.93
Wheelchair rides: 0 / 0
Percent of rides more than 5 min late to pickup: 1%
(month to date / all time)

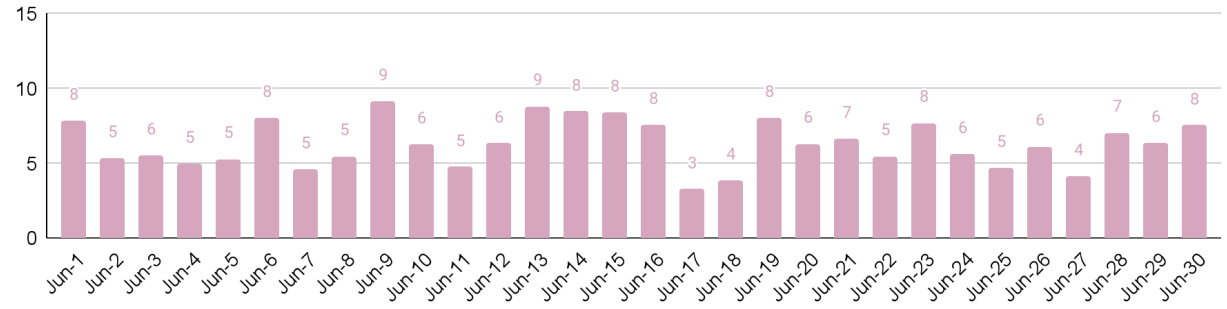
Rides



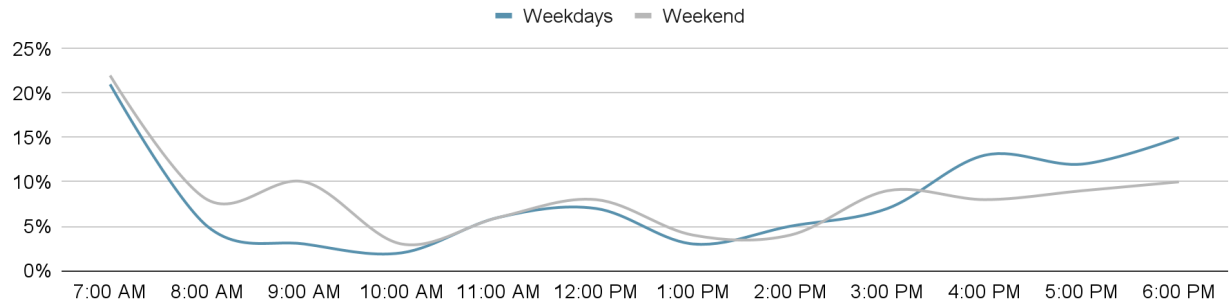
Passengers



Average Wait time



Demand by Hour



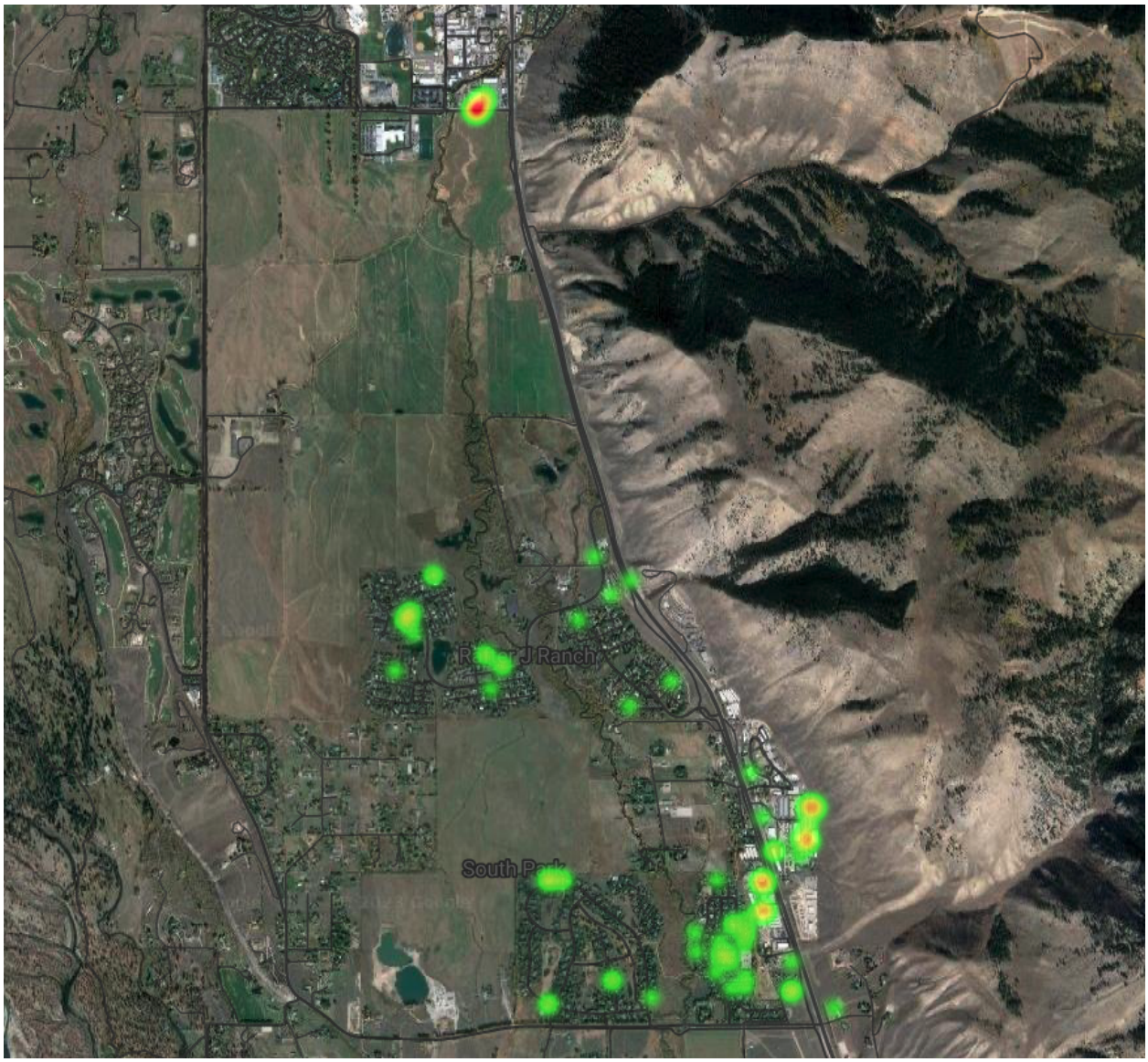
Wait Time Distribution

0 - 5 min: 47%
5 - 10 min: 35%
10 - 15 min: 9%
15 - 20 min: 6%
20 - 25 min: 2%
25 - 30 min: 1%
30+ min: 0%

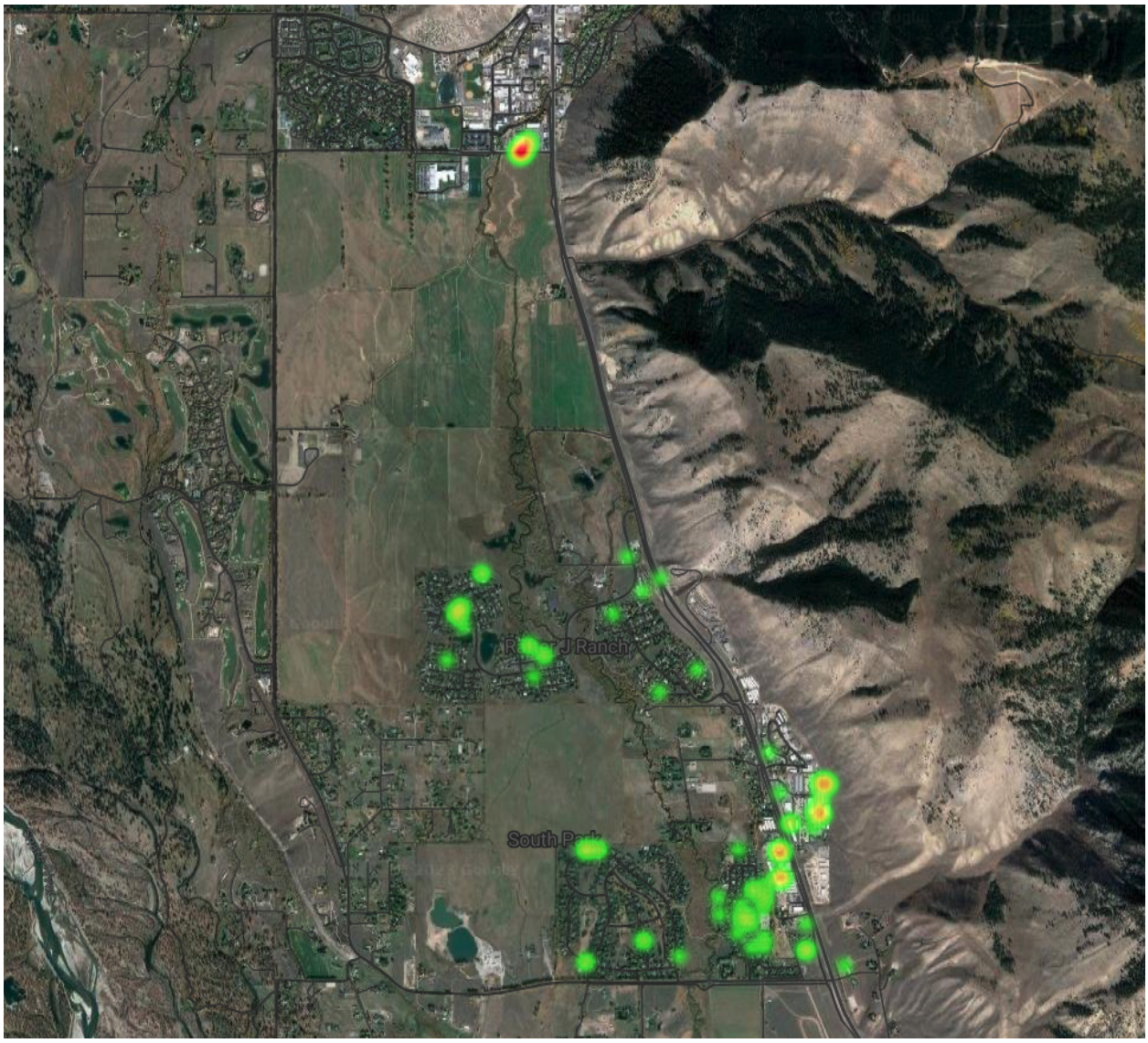
Passenger Distribution

1 Passenger: 87%
2 Passengers: 12%
3 Passengers: 0%
4 Passengers: 1%

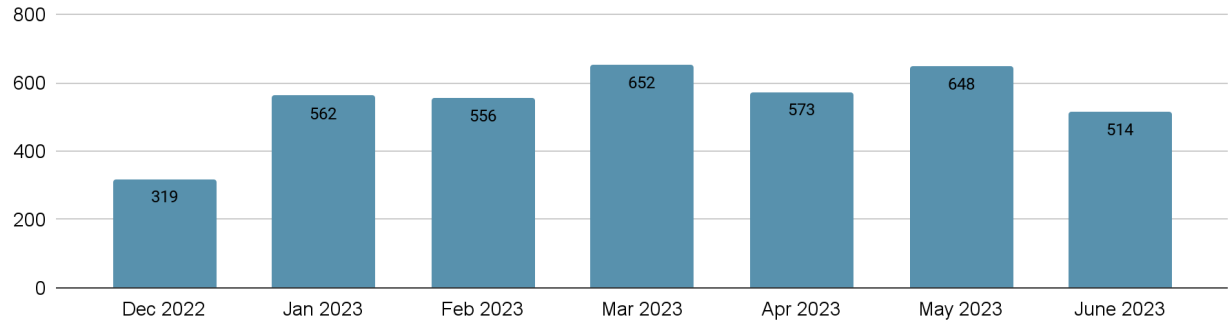
Pickups Heat Map



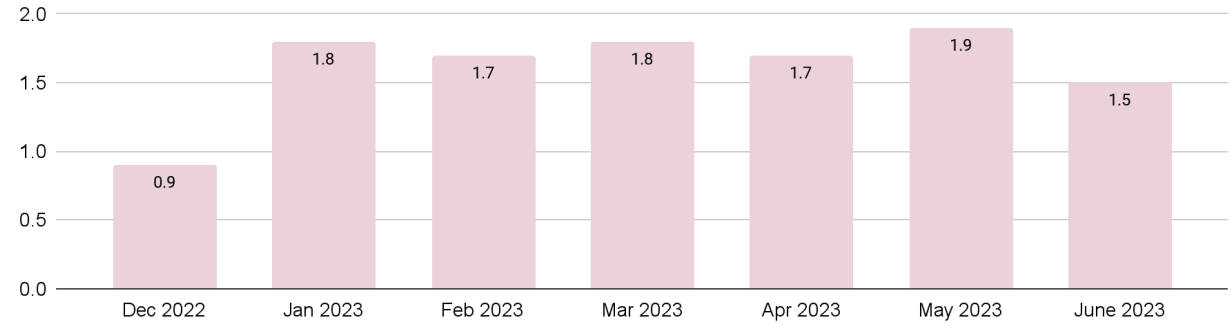
Dropoffs Heat Map



All Time - Passengers



All Time - Passengers / Revenue Hour



BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: START **PRESENTERS**: Bruce Abel and Tyler Sinclair

MEETING DATE: July 10, 2023

SUBJECT: **START Joint Powers Agreement (JPA)**

STATEMENT/PURPOSE

The purpose of this item is to present Council- and Commission-requested updates to the joint powers agreement ("JPA") creating the Southern Teton Area Rapid Transit ("START") system.

BACKGROUND/ALTERNATIVES

On December 5, 2022, the Jackson Town Council (Council") and Teton County Board of County Commissioners ("Commissioners") met to discuss the JPA establishing START. At that time, staff presented both review of the history of START and the JPA (and its three amendments), as well as the START Board's requested changes to the JPA.

At that meeting, the Council and Commission directed staff to bring back two documents:

1) An amended and restated JPA (which is the original JPA and its three amendments incorporated in one document), and
2) A redline of the amended and restated JPA with both i) the START Board's requested changes and ii) staff's recommended changes.

COMPREHENSIVE PLAN ALIGNMENT

Section 2. Climate, Sustainability through Energy Conservation

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

Section 7. Multimodal Transportation

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

Principle 7.2. Create a safe, efficient, interconnected muti-modal transportation network.

STAKEHOLDER ANALYSIS

Given START is the County's and region's public transportation system, stakeholders are the general public.

FISCAL IMPACT

The fiscal impact of adopting a revised JPA within the scope of the attached documents ranges from no impact to a minor impact, depending on what changes are incorporated.

STAFF IMPACT

Staff spent approximately 30+ hours reviewing and evaluating past and proposed documents and compiling this staff report and associated recommendations.

LEGAL REVIEW

Colasuonno and Gingery

ATTACHMENTS

1) A clean version of the Amended and Restated JPA (all changes in red); and
2) A redline version of the Amended and Restated JPA with all the Board's requested changes (in green) and staff's technical changes (in red).
3) Staff's final, clean recommendation, which comprises the Board's changes staff concurs with and staff's recommended updates.

RECOMMENDATION

Staff recommends the Council and Commission adopt a new JPA that is i) fully amended and restated, ii) includes some of the Board's requested changes, and iii) includes all of staff's recommended updates. The charts below clarify and explain this recommendation in detail.

START Board Proposals (as drafted by the Board)	Staff Recommendation and Rationale
Board Proposal No. 1: Amend and Restate The START Board joins the START Staff and Town Attorney in requesting that the existing JPA be consolidated into one agreement. The JPA currently consists of four documents: a base agreement and three amendments. This is cumbersome and we would all benefit from having an amended and restated agreement. It has not been done to date because it would require approving a new JPA even though the substantive terms would not be changing. Creating an amended and restated document would not require changing any terms of the JPA. If the Town Council and Board of County Commissioners approve any changes based on today's discussions, those could be incorporated into the amended and restated document.	Staff agrees with Board Proposal No. 1.
Board Proposal No. 2: Amend Sections 5, 8, and 9 to Clarify the Operating Authority of the Board The Board is required to prepare a budget and operating plan for approval by the Town Council and Board of County Commissioners. Once the budget and operating plan are approved, the START Board is charged with overseeing its implementation, among other things. The START Board proposes clarifying when it is required to seek additional approvals related to operational matters. This does not apply to capital expenditures, which are dealt with elsewhere in the agreement and to which we are not seeking any changes. We are requesting these changes for operational efficiency and to eliminate ambiguity related to appropriate authority. For example, the transit system was required to follow the Federal mask mandate related to public transportation. This was a matter impacting the "broader public", but not one that made sense to seek approval given the legal requirement to follow the Federal standard. In addition, we have deleted the requirement that the operating plan be sufficiently detailed as to eliminate any ambiguity about "any management decisions". There are thousands of decisions in any given year with respect to running a transit system. It is an impossible standard and implies that the Transit Director is outside their authority if they do not consult with the electeds about any decision made that is not specified in the operating plan.	Staff *partly* agrees with Board proposal No. 2. **Section 5**: Staff *agrees* with the request presented by the Board. This language is incorporated into Attachment 3: Staff Recommendation. **Section 8**: Staff *partly* agrees with changes to Section 8. Staff *agrees* with the requested language changes regarding budgets and reallocation of budgeted expense line items and it is incorporated into Attachment 3: Staff Recommendation. Staff *does not* recommend the Board's proposal with respect to the operating plan including an estimation of the number of START personnel. Personnel is a Town staffing function and personnel requirements are difficult to determine until final transit schedules are determined. **Section 9**: Staff *agrees* with the request proposed by the Board. This language is incorporated into Attachment 3: Staff Recommendation.
Board Proposal No. 3: Amend Section 10 to Provide Greater Clarity on Contracting Authority The START Board has the authority to enter into contracts with organizations providing services or funding on an annual basis. In order to provide greater flexibility and address the operational realities of running a growing and more complex transit system, the START Board requests the Town Council and Board of County Commissioners consider providing flexibility to enter into multi-year contracts as long as those contracts have a clause that says they may be canceled or modified as necessary if the funds are not approved in the applicable budget year.	Staff does not recommend Board Proposal No. 3. The JPA explicitly provides the Board authority within a given year's annual budget and operating plan as those are approved by the Council and Commission. There is no known need to change language to allow for multi-year contract obligations without the approval of the Council and Commission. Furthermore, staff recommends retaining the existing language that START does have the ability to enter into contracts for

	services or funding needed to carry out the purposes of the Agreement.
Board Proposal No. 4: Amend Section 11 to Clarify the Role of the Board vis-À-vis the Transit Director The Board is required to provide input on the hiring and firing of the Transit Director. In addition, the Board is required to provide input on the performance of the Transit Director at least annually. Given the sensitive nature of personnel matters, we propose that the Executive Committee of the START Board participate in this process rather than the whole Board. The Executive Committee of the START Board consists of the officers of START. Those officers are the Chair, Vice-Chair, Secretary, and Treasurer. Wyoming statute requires that the START Board elect from its members a Chair, Vice-Chair, Secretary, and Treasurer annually.	Staff does not recommend Board Proposal No. 4. Staff agrees with the concept of the START Board proposal, *and* finds the existing language adequate and appropriate, as it already provides that the Town Manager "shall conduct a performance review annually of the transit director with input from the Board." On the other hand, the proposed language is overly prescriptive and redundant.

Staff Initiated Substantive Updates	Staff Rationale
Staff Update A: Amendments to Section 6 to clarify issues surrounding START assets The JPA currently provides that assets the County and Town owned at the inception of START that were used for START would remain the asset of the respective party, but as for subsequently acquired assets the parties would each have a one-half undivided interest, all of which would be set forth a schedule of co-ownership.	Staff (specifically including the County Attorney) recommend updating this language since it is not possible to have a one-half undivided interest in many of the assets and because a schedule of co-ownership does not exist.
Staff Update B: Add a title to Section 8	Staff recommends this because it is the only section without a title to refer to.
Staff Update C: Bifurcate the two paragraphs of Section 10 into Section 10 and Section 11	Staff recommends this because "agents and employees" inappropriately categorized the funding and contracting issues the second paragraph addressed.

SUGGESTED MOTION

Town:
I move to approve the staff recommended version, Attachment Three, with the changes discussed at this meeting and direct staff to bring back a final version at the August JIM for final approval.

County:
Same motion.

ATTACHMENT 1: CLEAN AMENDED AND RESTATED JPA

AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the 4th day of September, 2001, by and between TETON COUNTY, WYOMING, a politica1 subdivision of the State of Wyoming (hereinafter referred to as "County"), THE TOWN OF JACKSON, WYOMING, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the ''Parties",) and is made pursuant to the provisions of Wyoming Statutes §§18-9-201, *et seq.* (LEXIS 2001 as amended).

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

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

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

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

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

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

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

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

ATTACHMENT 1: CLEAN AMENDED AND RESTATED JPA

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

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

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

2. Duration/Amendments. This agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by both parties hereto, and shall continue until terminated upon the adoption of resolutions of dissolution by the Parties. Any amendments to this agreement shall be effective only upon the mulua1 execution of an amending document, and approval by the Wyoming Attorney General.

3. Name. The project established by this agreement shall be known as the "Southern Teton Area Rapid Transit ("START") System."

4. Board. There is hereby created a Board to consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board in this Agreement. All members shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the Mayor and Town Council of the Town of Jackson, Wyoming. There shall also be appointed one member from the Board of County Commissioners and one member from the Jackson Town Council. These members shall serve in an ex- officio capacity and will not vote. The terms of the current appointees are staggered terms of various numbers of years. Hereafter, appointments for a full term shall be for three (3) year staggered terms. Pursuant to § 1-23-107 Wyoming Statutes (LEXIS 1999 as amended) the Board members shall not be individually liable for any actions, inactions or omissions of the Board, except for their intentional torts or illegal acts. All members shall be required to take an oath of office similar to that for elected officials in the State of Wyoming. Members of the Board may be removed and replaced by action of the Agency appointing the member or by the joint action of the Parties in the case of those who were jointly appointed. Removal by mutual agreement by such agencies shall occur only after notice to the Board member to be removed and the opportunity for a hearing on the issue of removal before a joint meeting of the two governing bodies.

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

6. Interest of The Parties in Property, Facilities and Equipment. The respective furniture, fixtures, equipment, capital improvements, and systems (including leased property) and all of the facilities currently located upon them or hereafter created, improved or acquired for them, as well as all buses currently utilized by START, shall continue to be the property of the respective Parties. Each Party shall be deemed to own a one-half undivided interest in certain equipment and facilities as noted in a schedule attached hereto identified at "Schedule of Co- owned Equipment".

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

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

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

8. The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis. Upon approval of a START budget by the

Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget, except for internal operational expenditures. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming

By: _____
Luther Propst, Chair
Chair Board of County Commissioners

Attest: _____
Maureen E. Murphy, Clerk

Town of Jackson, Wyoming

By: _____
Hailey Morton Levinson,
Mayor

Attest: _____
Riley Taylor, Town Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

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

Approved this ____ day of _____, _____.

_____
Attorney General
State of Wyoming

AMENDED AND RESTATED AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

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

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

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

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

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

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

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County have purchased ~~motor~~ buses and constructed bus stops and plan to purchase non-motor vehicle alternative transportation devices; and

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

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

WHEREAS, the Town and County ~~wish to~~ continued cooperative operation of the ~~transit system and establish control of its administration and performance, as well as the financing of such system, and to confirm the establishment of a board for the purpose of governing aspects of maintaining, managing, operating and regulating the~~ Southern Teton Area Rapid Transit (START) system pursuant to a subsequent Joint Powers Agreement, entered into on September 4, 2001, which Agreement was amended three times~~as set forth herein on behalf of the Town and County~~; and

WHEREAS, this Agreement amends, restates, and supersedes that certain Joint Powers Agreement, entered into on September 4, 2001, and all subsequent amendments thereto, by and between the Town and County.

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

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

2. Duration/Amendments. This agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by both parties hereto, and shall continue until terminated upon the adoption of resolutions of dissolution by the Parties. Any amendments to this agreement shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General.

3. Name. The project established by this agreement shall be known as the "Southern Teton Area Rapid Transit ("START") System."

4. Board. There is hereby created a Board to consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board in this Agreement. All members shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the ~~Mayor and~~ Town Council of the Town of Jackson, Wyoming. There shall also be appointed one member from the Board of County Commissioners and one member from the Jackson Town Council. These members shall serve in an ex-officio capacity and will not vote. The terms of the current appointees are staggered terms of various numbers of years. Hereafter, appointments for a full term shall be for three (3) year staggered terms. Pursuant to § 1-23-107 Wyoming Statutes, ~~(LEXIS 1999~~ as amended,~~)~~ the Board members shall not be individually liable for any actions, inactions, or omissions of the Board, except for their intentional torts or illegal acts. All members shall be required to take an oath of office similar to that for elected officials in the Slate of Wyoming. Members of the Board may be removed and replaced by action of the Agency appointing the member or by the joint action of the Parties in the case of those who were jointly appointed. Removal by mutual agreement by such agencies shall occur

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

5. Delegation of Authority for the Management and Supervision~~Operation, Regulation, Control, and Maintenance~~ of Property and Programs. The Board is hereby delegated the authority to ~~control, maintain,~~ manage~~, operate~~ and supervise~~regulate~~ the transit system described herein, within the approved annual budget and operating plan, ~~whether individually or jointly owned,~~ as well as all related equipment. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the operating plan and budget submitted by the Board ~~with the Budget~~ and approved by the Parties. Any ~~significant~~ actions~~changes or deviations~~ that would reasonably be expected to result in material changes to ~~may affect~~ the approved operating plan~~, broader public, existing policy~~ or the approved Budget, shall be pre-approved by the Parties. The Board shall not be required to seek approval of any action that is reasonably necessary to comply with applicable law or regulation.

6. Interest of The Parties in Property, Facilities and Equipment. The respective furniture, fixtures, equipment, capital improvements, and systems (including leased property) and all of the facilities currently located upon them ~~or hereafter created, improved or acquired for them, as well as all buses currently utilized by START~~, shall continue to be the property of the respective Parties. The following property shall be owned as follows: a) the Stilson Transit Center and the real estate upon which it is situated is owned by Teton County Wyoming, b) the START facility located at 55 Karns Meadow drive and the real estate upon which it is situated is owned by the Town, b) buses shall be owned by the party to whom they are registered, c) all other transportation vehicles and any non-motor vehicle alternative transportation devices shall be owned by the Town, d) any miscellaneous property, whether real or personal, not otherwise assigned herein shall be owned by the Town ~~Each Party shall be deemed to own a one-half undivided interest in certain equipment and facilities as noted in a schedule attached hereto identified at "Schedule of Co-owned Equipment"~~.

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

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

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

the system contemplated by this agreement.

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

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

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

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

11. START Employees. The Jackson Town Manager shall hire and terminate the Transit Director with the advice and input ~~recommendation~~ from the Board. The management, supervision,

Commented [LC1]: **Staff Recommendation:** Staff disagrees with the change. See staff report.

Commented [LC2]: **Staff Recommendation:** Staff concurs with change.

Commented [LC3]: **Staff Recommendation:** Staff concurs with change.

Commented [LC4]: **Staff Recommendation:** Staff disagrees with the change. See staff report.

direct report, and discipline of the Transit Director shall be with the Jackson Town Manager~~, with the input of the Board, which shall be factored into any performance evaluation of the Transit Director. The Jackson Town Manager shall meet with members of the Board at least bi annually (or more often if requested by the Board or the Town Manager) to obtain the input of the Board on the performance of the Transit Director. The Jackson Town Manager shall take the input of the Board into account in assessing the performance of the Transit Director~~. The Jackson Town Manager shall conduct a performance review annually of the transit director with input from the Board. The hiring, dismissal, discipline, and management of START employees shall be the responsibility of the Transit Director, pursuant to the Town of Jackson Personnel Policies.

Commented [LC5]: Staff Recommendation: Staff disagrees with the change. See staff report.

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

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming

By: _____
Luther Propst, Chair
Chair Board of County Commissioners

Attest: _____
Maureen E. Murphy, Clerk

Town of Jackson, Wyoming

By: _____
Hailey Morton Levinson
Mayor

Attest: _____
Riley Taylor, Town Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

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

Approved this ____ day of _____, _____.

_____
Attorney General
State of Wyoming

ATTACHMENT THREE: CLEAN STAFF RECOMMENDATION

AMENDED AND RESTATED AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the _____ day of _____, _____, by and between TETON COUNTY, WYOMING, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), and THE TOWN OF JACKSON, WYOMING, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the ''Parties").

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

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

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

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

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

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County have purchased buses and constructed bus stops and plan to purchase non-motor vehicle alternative transportation devices; and

WHEREAS, pursuant to §31-18-103 Wyoming Statutes, when such buses, described therein are owned and operated by the Town and /or County, they are exempt from regulation under Wyoming Statutes §§ 31-18-104, 31-18-209, 31-18- 301 and 31-18-304; and

WHEREAS, the Town and County have operated a transportation system and facilities pursuant to a Joint Powers Agreement executed on July 7, 1992, which expired; and

WHEREAS, the Town and County continued cooperative operation of the Southern Teton Area Rapid Transit (START) system pursuant to a subsequent Joint Powers Agreement, entered into on September 4, 2001, which Agreement was amended three times; and

WHEREAS, this Agreement amends, restates, and supersedes that certain Joint Powers Agreement, entered into on September 4, 2001, and all subsequent amendments thereto, by and between the Town and County.

CLEAN STAFF RECOMMENDATION

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

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

2. Duration/Amendments. This agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by both parties hereto, and shall continue until terminated upon the adoption of resolutions of dissolution by the Parties. Any amendments to this agreement shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General.

3. Name. The project established by this agreement shall be known as the "Southern Teton Area Rapid Transit ("START") System."

4. Board. There is hereby created a Board to consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board in this Agreement. All members shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the Town Council of the Town of Jackson, Wyoming. There shall also be appointed one member from the Board of County Commissioners and one member from the Jackson Town Council. These members shall serve in an ex-officio capacity and will not vote. The terms of the current appointees are staggered terms of various numbers of years. Hereafter, appointments for a full term shall be for three (3) year staggered terms. Pursuant to § 1-23-107 Wyoming Statutes, as amended, the Board members shall not be individually liable for any actions, inactions, or omissions of the Board, except for their intentional torts or illegal acts. All members shall be required to take an oath of office similar to that for elected officials in the Slate of Wyoming. Members of the Board may be removed and replaced by action of the Agency appointing the member or by the joint action of the Parties in the case of those who were jointly appointed. Removal by mutual agreement by such agencies shall occur only after notice to the Board member to be removed and the opportunity for a hearing on the issue of removal before a joint meeting of the two governing bodies.

5. Delegation of Authority for the Management and Supervision of Property and Programs. The Board is hereby delegated the authority to manage and supervise the transit system described herein, within the approved annual budget and operating plan, as well as all related equipment. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the operating plan and budget submitted by the Board and approved by the Parties. Any actions that would reasonably be expected to result in material changes to the approved operating plan or the approved Budget, shall be pre-approved by the Parties. The Board shall not be required to seek approval of any action that is reasonably necessary to comply with applicable law or regulation.

6. Interest of The Parties in Property, Facilities and Equipment. The respective furniture, fixtures, equipment, capital improvements, and systems (including leased property) and all of the facilities currently located upon them, shall continue to be the property of the respective Parties. The following property shall be owned as follows: a) the Stilson Transit Center and the real estate upon which it is situated is owned by Teton County Wyoming, b) the START facility located at 55 Karns Meadow drive and the real estate upon which it is situated is owned by the Town, b) buses shall be owned by the party to whom they are registered, c) all other transportation vehicles and any non-motor vehicle alternative transportation devices shall be owned by the Town, d) any miscellaneous property, whether real or personal, not otherwise assigned herein shall be owned by the Town.

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

Each Party's financial obligation may be financed from any legal source, including, by excise, sales, or other taxation, or in-kind contributions. The Board is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, provided that they are used solely for permitted purposes under the terms of this Agreement. In addition, the Board is specifically authorized to cooperate with either of the Parties, or any other agency of the State of Wyoming or authorizations from or through those agencies.
In addition to the foregoing, the Board may provide for and collect user charges and fees for the purpose of funding the transit system. In addition to the foregoing, the Town is specifically authorized to acquire and maintain reserve funds for START operations and the Town and County each reserve the right to withdraw or withhold funding at any time they shall determine that funds from other available sources, together with the reserve funds, are sufficient for the operation and maintenance of the system contemplated by this agreement.

8. Budget and Operating Plan. The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any proposed capital projects or expenditures. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget; provided, however, that funds related to operational expenditures may be reallocated within budget items so long as such reallocation does not violate applicable state law and Town fiscal policies. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

9. Method of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and take advantage of established fiscal, personnel,

insurance and other arrangements, the transit system department shall operate utilizing Town personnel policies, Town fiscal management and auditing, Town retirement and health and medical insurance, and Town casually and personal liability insurance, etc. The final approved budget of the Department shall be within the Town's budget and the Town shall be responsible for performing all required audits and reporting to appropriate agencies.

Within the foregoing constraints, the day-to-day supervision and management of the transit system shall be under the administration of the Board. Obligations that would reasonably be expected to cause a material deviation from the approved Budget or the approved operating plan cannot be undertaken without the approval of both of the Parties. No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

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

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

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

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CLEAN STAFF RECOMMENDATION

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming

By: _____
Luther Propst, Chair
Chair Board of County Commissioners

Attest:_____
Maureen E. Murphy, Clerk

Town of Jackson, Wyoming

By: _____
Hailey Morton Levinson
Mayor

Attest:_____
Riley Taylor, Town Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

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

Approved this ____ day of _____, _____.

_____
Attorney General
State of Wyoming

START Marketing & Outreach Work Plan 2023

Last updated: 7/24/2023

**Please note some items listed will be a continual/rolling basis (going for multiple months)*

***** ALL Updates to the Work Plan must be sent to Hanna to be actioned *****

		Committee NOTES:
AUGUST		
NEWS / PRESS RELEASES		
NEWSLETTER	**PUT OUT JULY/AUGUST NEWSLETTER; ADD GAIL'S SAFETY COLUMN INTRO, Introduce new Admin** **- START hosting 'annual' FRIED CHICKEN FEAST 8/31/2023 - TOJ-related**	
SOCIAL MEDIA	**- Further Transit App Education to Public (How-to's…): TTB Partnership?; PRINTABLES?**	
START-related EVENTS	**- START hosting 'annual' FRIED CHICKEN FEAST 8/31/2023 - TOJ-related**	
ARTICLES/MEDIA COVERAGE		
PUBLISHING TO PUBLIC	- Transit App Education brochures / QR code signs for Chambers and Airport (?) and Hotels?	*TTB Welcome booth? Welcome Center at Home Ranch booth?*
OTHER	*- Commuter Survey for public commentary on Winter 2023-2024 season.*	
SEPTEMBER		
NEWS / PRESS RELEASES	**Fall Schedule - released/posted**	
NEWSLETTER	**SEPTEMBER/OCTOBER - *Back to School topic for safety, Fall Season starting - new schedule released,***	
SOCIAL MEDIA		*Issuance of an RFP for marketing assistance?*
START-related EVENTS		
ARTICLES/MEDIA COVERAGE	- Announcement of JH Airport Pilot Program starting (mid-Dec)?	
OTHER	*- Update START Seasonal Coloring book for Fall edition (HSB)*	
OCTOBER		
NEWS / PRESS RELEASES		
NEWSLETTER		
SOCIAL MEDIA		
START-related EVENTS	**Trunk-or-Treat Event: Haunted bus! Saturday 10/28?**	
ARTICLES/MEDIA COVERAGE		
OTHER		

	Please note some items listed will be a continual/rolling basis (going for multiple months)		
	***** ALL Updates to the Work Plan must be sent to Hanna to be actioned *****		
	NOVEMBER		
	NEWS / PRESS RELEASES	**- Masabi Fare Payment System - Go Live to Public (?) TBD** **- New Commuter Routes take effect Winter Season start - TBD**	*Target for Masabi is to Go-live for Winter Season or if not applicable, phase it in gradually. [On phone/Mobile via visual validation or QR Code scanned on validator on bus; Smart Card system (Employees/ers) to load fare $ to card and scan on validator]* *Fare capping option*
	NEWSLETTER	**- November/December release - Winter Season starting, Snow/Winter Safety tips, New Winter Drivers** **- Masabi Fare Payment System - Go Live to Public (?) TBD**	
	SOCIAL MEDIA	**- Masabi Fare Payment System - Go Live to Public (?) TBD** **- New Commuter Routes take effect Winter Season start - TBD**	
	START-related EVENTS	Chambers Hosted - Welcome New Employees Event	
	ARTICLES/MEDIA COVERAGE	**- NEW MCI Commuter Buses - Delivery to START** **- Masabi Fare Payment System - Go Live to Public (?) TBD** **- Announcement of JH Airport Pilot Program starting next month (mid-Dec)?**	
	OTHER		
	DECEMBER		
	NEWS / PRESS RELEASES	- JH AIRPORT PILOT Kicking off in mid-December (Sat. 12/16/23?)	
	NEWSLETTER		
	SOCIAL MEDIA	- JH AIRPORT PILOT Kicking off in mid-December (Sat. 12/16/23?)	
	START-related EVENTS		
	ARTICLES/MEDIA COVERAGE	- JH AIRPORT PILOT Kicking off in mid-December (Sat. 12/16/23?)	
	OTHER		

Mission: We transport people. START safely provides the greater Jackson Hole community with convenient transportation that is affordable, service oriented and environmentally friendly, improving the quality of life in the region.

On-Time Performance

YEAR to Date 2023

On-time performance definition:

Percentage of actual arrival times that are between zero minutes early and five minutes late at designated points along transit routes.

	On Time Performance
January	*67%*
Febuary	*63%*
March	*64%*
April	*71%*
May	*64%*
June	*67%*

April

On Time Performance	
Star Valley	82%
Teton Valley	73%
Town Shuttle	73%
TV Local	66%
Express	41%

May

On Time Performance	
Star Valley	78%
Teton Valley	63%
Town Shuttle	62%
TV Local	67%

June

On Time Performance		Compared to May 2023
Star Valley	77%	-1%
Teton Valley	59%	-4%
Town Shuttle	72%	10%
TV Local	54%	-13%

As of 7/10/2023

START BUS

Mission: We transport people. START safely provides the greater Jackson Hole community with convenient transportation that is affordable, service oriented and environmentally friendly, improving the quality of life in the region.

First Quarter

January	112,170
February	100,474
March	100,574

Total Ridership
313,218

Total Complaints
27

Total complaints per 10,000:	0.86
Passenger per complaints:	11,601

Second Quarter

April	46,945
May	45,703
June	64,605

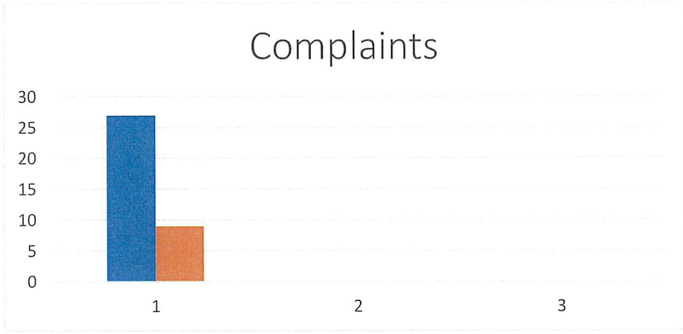
Total Ridership
157,253

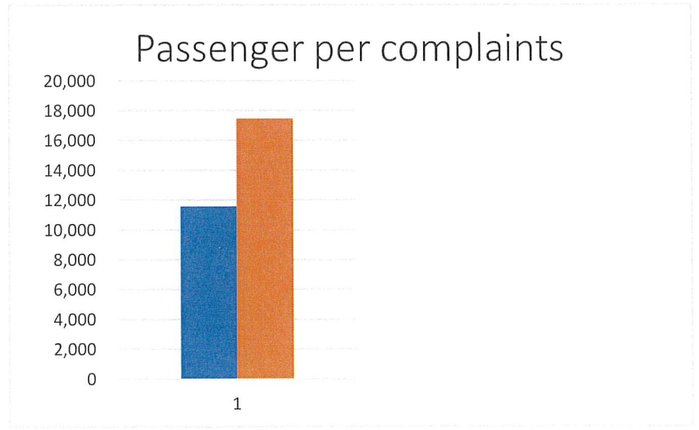
Total Complaints
9

Total complaints per 10,000:	0.57
Passenger per complaints:	17,472

As of: 7.18.2023 V3.GL

1st Quarter 2nd Quarter





1st Quarter 2nd Quarter

Quarterly Accident Totals

First Quarter

	Miles
January	54,805
February	52,432
March	59,328

Total Miles Driven
166,565

Total Preventable
9

Total Non-Preventable
2

Miles Between preventable accidents
18,507

Second Quarter

	Miles
April	35,178
May	46,868
June	44,974

Total Miles Driven
127,020

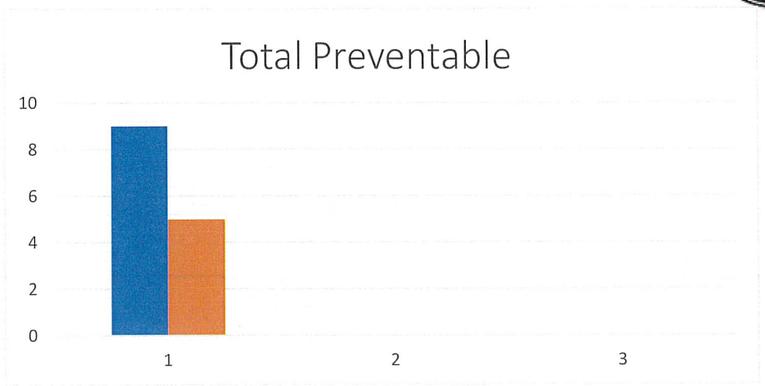
Total Preventable
5

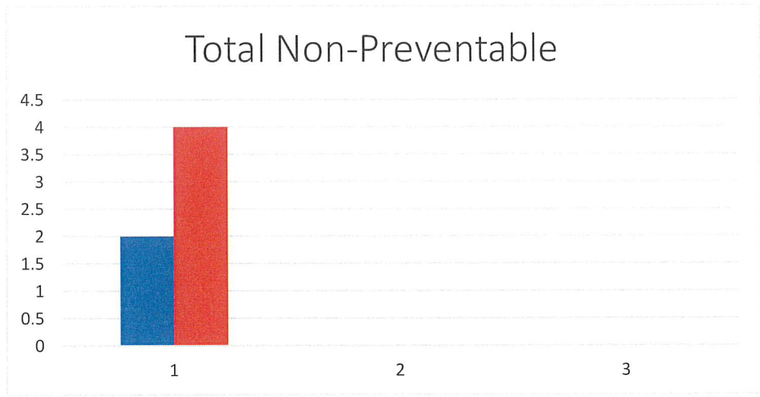
Total Non-Preventable
4

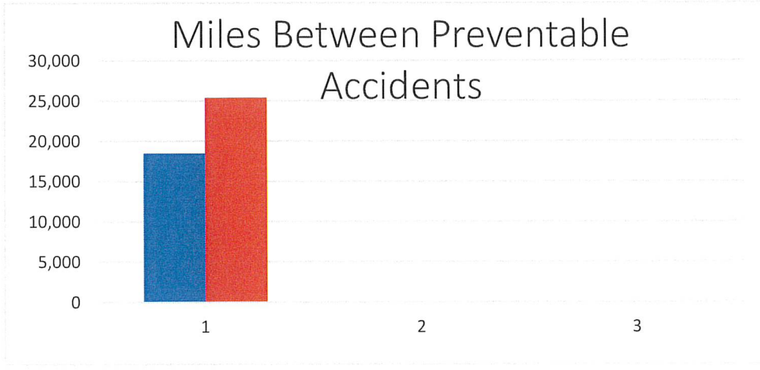
Miles between preventable accidents
25,404

As of: 7.17.2023 V3.GL

1st Quarter 2nd Quarter







1st Quarter 2nd Quarter

Date

Director
Organization
Address
Jackson, WY 83001

RE: Town Council Liaisons

Dear First Name,

Earlier this year, the Council confirmed their commitment to continue liaison assignments to select boards and committees in the community. At their June 26, 2023 Council meeting, they discussed the roles of liaisons to boards and committees and added some language for further clarity. Below is the updated excerpt from the Council's Rules and Procedures regarding liaisons.

Section XVIII. Town Council Board and Committee Liaisons.

A. *The Council may appoint individual members to liaise with various boards and committees throughout the community.*
B. *Each January, or as soon thereafter as the Council deems appropriate, the Council shall review the list of board and committee liaisons and make changes as they deem necessary. The liaison appointments shall be by majority vote the Council and shall remain valid until changed.*
C. *Council liaisons primary role is that of facilitator of communications from the relevant board or committee to the Council. As a liaison, Councilmembers should not be an advocate for the board or committee for whom they liaise, give direction, or influence a decision of that board or committee. Rather, as a liaison, Councilmembers:*
    1. *Assist and provide information to the board or committee; and*
    2. *Act as a spokesperson on behalf of the Council when so directed by the Council when seated as a body; and*
    3. *Act as a contact person, if the board or committee, or an individual member thereof, wants such a channel of communication.*
D. *A Council liaison role is NOT:*
    1. *To make suggestions, offer input, or give direction into the operations of the Board/Committee;*
    2. *To participate in governing board executive sessions;*
    3. *To independently review and comment or offer feedback on information/issues (stating their personal opinions or desires, what they believe the volunteer board should or should not do, information they should or should not consider, etc.);*
    4. *To represent the Town Council's position on any matter not previously discussed and "resolved" through a Council vote;*
    5. *To assist in operations, direction, or decision making of the Board/Committee; or*
    6. *To advocate for the Board/Committee in question.*
E. *A Councilmember who is appointed to sit as a member of a board, commission, or committee is not a liaison.*

F. *Attendance is discretionary, however, despite attendance not being required, it is strongly encouraged.*

Liaison assignments, as well as the Town's understanding of when and where your group meets, are shown in the attached 2023 Town of Jackson Liaison Assignment chart. Please review the attached chart and reach out with any updated meeting time details including the location of your meeting so that we can ensure the elected officials have the most up to date information. If the information is accurate, please reach out and confirm that with me as well. Updated information will be provided to Council liaisons as it is received.

If you would like to reach out to your assigned Council liaison, in order to best comply with public records, we would request you utilize each Councilmembers Town email for this purpose.

2023 Jackson Town Council		
Office	**Name**	**Email Address**
Mayor	Hailey Morton Levinson	hmortonlevinson@jacksonwy.gov
Council	Arne Jorgensen	ajorgensen@jacksonwy.gov
Council	Jonathan Schechter	jschechter@jacksonwy.gov
Council	Jessica Sell Chambers	jchambers@jacksonwy.gov
Council	Jim Rooks	jrooks@jacksonwy.gov

If you have questions, please do not hesitate to reach out to me.

Sincerely,

Riley Taylor
Town Clerk

2023
Town of Jackson Liaison Assignments

	Hailey Morton Levinson	Jessica Chambers	Jim Rooks	Jonathan Schechter	Arne Jorgensen
1	**Housing Authority** 1st Wed at 2pm	**Board of Health** 4th Tues at 9am - odd months	**Parks & Recreation** 2nd Thur at 5pm	**Airport Board** 3rd Wed at 9am	Design Review Committee 2nd Wed at 5:30p Board of Examiners 2nd Tues at 4:30pm
2	**Public Art Taskforce** 3rd Thur at 8am	**Housing Supply Board** 2nd Tues at 3pm	**Pathways Taskforce** 1st Wed at 5:30pm	**Energy Conservation Works** 4th Wed at 9:30am @ LVE	Planning Commission 1st & 3rd Wed at 5:30pm
3					**START** 2nd Thur at 3:30pm
4					**JH Travel & Toursim** 2nd Thur at 3pm
1	**Systems of Care** 3rd Thur at 9am	**Chamber of Commerce** last Wed at Noon	**Historical Society & Museum** Quarterly - Mar, Jun, Sep, Dec	**JH Air** 1st Thur at 2pm	**InterAgency Breakfast #1** 4th Tues at 7am (Sept-May)
2	**Tripartite Board - CSBG** as needed	**Fair Board** 2nd Mon at 5:30pm	**Teton County School Board** 2nd Wed at 6pm	**St. John's Hospital Board** 4th Thur at 4pm	
3		**Housing Trust** 4th Wed at 4pm	**Integrated Solid Waste & Recycling (ISWR)** 1st Thur at 3pm - even months	**Center for the Arts**	
4			**Human Services Council** 4th Thur at 9am (Senior Ctr)	**Teton Conservation District**	

LEGEND: Board Members are appointed by Town
Other Community Boards, or appointed by County

Unassigned: Admin Museum Bd, InterAgency Breakfast #2, and LEPC, TBOR