

Regular Joint Meeting

October 6, 2025

1:30-5:00 PM

County Commission Chambers

Chair: Mark Newcomb

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

The Town and County reserve the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov and to County Commissioners by emailing commissioners@tetoncountywy.gov.

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/83422977506>

Or join at zoom.com with Webinar ID: **834 2297 7506** or by phone: **+1 669 900 6833**

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

A. Meeting Minutes

1. September 8, 2025 Regular Joint Meeting

B. Contract Agreement for Aquatics Commissioning Services (Max Moran/Tyler Florence)

V. DISCUSSION/ACTION ITEMS

A. Lodging Tax Ballot Question (Tyler Sinclair & Jodie Pond, 60 mins)

VI. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VII. PROPOSED ITEMS FOR FUTURE JOINT MEETINGS

Nov 3 - Fire/EMS Joint Power Agreement Discussion

Nov 3 - START Budget Amendment for Winter 25-26 Contracted Service

Nov 3 - Teton School District Parks and Recreation Facilities Use Agreement

Nov (Special Meetings) - 90 Virginian Ln. Development Agreement and Financing Agreement

Dec 1 - Fire/EMS Standards of Cover

Dec 1 - Deed Restriction Template Updates

VIII. ADJOURN

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

**JOINT MEETING
BOARD OF COUNTY COMMISSIONERS AND JACKSON TOWN COUNCIL**

SEPTEMBER 8, 2025

JACKSON, WYOMING

The Teton County Board of County Commissioners and the Jackson Town Council met in a regular joint meeting (JM) at 1:30 p.m. in the County Commissioner's Chambers located at 200 S. Willow St. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

COUNTY COMMISSIONERS: Mark Newcomb, Chair, Wes Gardner, Vice-Chair, Natalia Macker, Luther Propst, and Len Carlman.

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Kevin Regan, Alyson Sperry, and Devon Viehman.

STAFF: Jodie Pond, Tyler Sinclair, April Norton, Mark Erwin, Kristi Malone, and Rose Robertson.

Public Comment. There was no public comment.

Consent Calendar.

A. Meeting Minutes. To approve the meeting minutes for the August 4, 2025 regular joint meeting as presented.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Carlman to approve the consent calendar as presented. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Regan to approve the consent calendar as presented. Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried for the Town.

Matters for Discussion

A. Housing Supply Plan Action Items: Capital Programs.

April Norton gave staff comment. Commission and Council held discussion with staff.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Carlman to direct and authorize the Housing Authority Board to work with County legal to implement the Accessible Home Improvement No-Interest Microloan Pilot Program. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Sperry to direct and authorize the Housing Authority Board to work with County legal to implement the Accessible Home Improvement No-Interest Microloan Pilot Program. Mayor Jorgensen called for the vote. The vote showed all in favor and the motion carried for the Town.

April Norton gave staff comment. Commission and Council held discussion with staff. Public comment was given by Becky Kimmel.

No other action was taken at this time.

Matters From Commissioners, Council and Staff. There was no discussion.

Adjourn

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

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

The meeting adjourned at 2:10 p.m.

TOWN OF JACKSON

Arne Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk



BOARD OF COUNTY
COMMISSIONERS



TOWN
COUNCIL

JOINT MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Parks and Recreation

PRESENTER: Max Moran/Tyler Florence

MEETING DATE: October 6 2025 – Regular Joint Meeting

SUBJECT: Contract Agreement for Aquatics Commissioning Services

STATEMENT/PURPOSE

Consideration of contract agreement with Counsilman Hunsaker for Aquatics Facility commissioning services at the Teton County/Jackson Recreation Center and expenditure of \$35,000 from the Parks and Rec Balance Fund.

BACKGROUND/ALTERNATIVES

Since opening in 1993, the Teton County/Jackson Recreation Center has served as the community's only public indoor aquatics facility, with multiple pools supporting diverse recreational and therapeutic programming. The aquatics mechanical systems are aging and no longer meet modern standards for efficiency or long-term needs. Parks and Recreation determined it necessary to seek professional consultation on aquatics commissioning to evaluate the remaining lifespan of mechanical equipment, prioritize replacements, and plan for future replacement budgets.

In June 2025, Parks and Recreation issued a Request for Qualifications (RFQ) from qualified aquatics commissioning firms for commissioning services of the aquatics facility's mechanical systems. In the RFQ, responding firms were asked to conduct detailed field investigations, develop conceptual system layouts with reconfiguration options, and prepare cost estimates to support future budgeting. Firms were also asked to evaluate constructability and potential phasing strategies to accommodate ongoing public operations.

Parks and Recreation received three proposals, which were evaluated based on the experience of key individuals, firm qualifications and work examples, relevant project experience, proven capacity to deliver the project requirements on time and on budget, past satisfactory work awarded by Teton County, and proposed fees. The proposals were scored by a team consisting of Tyler Florence, Parks and Recreation Director; Cody Daigle, Recreation Superintendent; Kasey Neil, Recreation Center Facilities Maintenance Coordinator; and Max Moran, Parks and Pathways Project Manager.

Applicant	RFQ Evaluation Score
<i>Aquatics Design</i>	24
<i>Counsilman Hunsaker</i>	<u>28</u>
<i>WT Group</i>	20

COMPREHENSIVE PLAN ALIGNMENT

Upgrades to the Rec Center aquatics facility are needed to preserve this cherished amenity and ensure it continues to provide safe, high-quality recreational opportunities that are central to residents' quality of life, aligning with Chapter 8 of the Comprehensive Plan's vision for engaging parks and quality recreational facilities.

STAKEHOLDER ANALYSIS

The commissioning contract will not impact user access and will ultimately ensure a safer, more reliable, and higher-quality aquatics facility for the community and visitors.

FISCAL IMPACT

This project was not in the P&R FY26 CIP requests. Funding will need to be allocated out of the P&R Fund balance, with approval required by the Board of County Commissioners and Jackson Town Council. As of 06/30/25, the unaudited P&R Fund balance was \$8,058,292.04. Teton County administers and manages the funds for the Parks and Recreation Department.

STAFF IMPACT

Max Moran – Parks and Pathways Project Manager will lead the project and oversee the project consultants

LEGAL REVIEW

Gingery/Colasuonno

ATTACHMENTS

Councilman Hunsaker Proposal

RECOMMENDATION

Staff Recommends approval of the Councilman Hunsaker contract in the amount not to exceed \$35,000.00 for aquatics commissioning services at the Teton County Rec Center

SUGGESTED MOTION

County Commissioners:

I move to approve the agreement with Councilman Hunsaker in the amount not to exceed \$35,000.00 for aquatics commissioning services at the Teton County Rec Center and further move to expend \$35,000.00 funds from the Parks and Rec Fund Balance.

Town Council:

I move to approve the expenditure of an amount not to exceed \$35,000.00 from the Parks and Rec Fund Balance to pay for aquatic commissioning services at the Teton County Rec Center.



Counselman · Hunsaker
AQUATICS FOR LIFE

PROPOSED AGREEMENT BETWEEN THE CLIENT: **TETON COUNTY WYOMING** AND THE CONSULTANT: **COUNSILMAN-HUNSAKER** FOR CONSULTING FOR **TETON COUNTY/JACKSON RECREATION CENTER**.

THIS AGREEMENT is made and entered into at ST. LOUIS, MISSOURI, this ____ day of _____, 20____, by and between **TETON COUNTY WYOMING**, hereinafter referred to as the "**Client**", with an address of _____ and **COUNSILMAN-HUNSAKER & ASSOCIATES, INC. D/B/A COUNSILMAN-HUNSAKER**, a Missouri Corporation, doing business at 12851 Manchester Rd, Suite 120, St. Louis, MO 63131, hereinafter referred to as the "**Consultant**."

WHEREAS the Client intends to evaluate the existing aquatic center and preliminarily design a renovation at **TETON COUNTY/JACKSON RECREATION CENTER** located in **JACKSON HOLE, WY** hereinafter referred to as the "**Project**" and,

WHEREAS, the Consultant is a consultant possessing expertise in the field of swimming pool design and engineering, and

WHEREAS the Client desires to retain the Consultant as its independent contractor for purposes of planning, design, and engineering swimming pool(s).

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

- I. SERVICES: The Client hereby retains the Consultant as its swimming pool design consultant for the Project which includes a site visit, analysis, report, and presentation on the existing aquatic components of the recreation center. Based on the analysis, recommendations, and feedback a preliminary renovation design (schematic design level) will be produced. The scope of the services to be provided by the Consultant pursuant to this Agreement shall include:

TASK 1: FACILITY AUDIT SERVICES

FACILITY AUDIT PHASE

(1) 1-day site visit by two CH employees

- A. Complete an on-site visual observation of the Project and prepare a commentary on the existing condition of the:
 - 1. Pool structure(s) and finishes
 - 2. Recirculating system(s), piping, fittings, and valves
 - 3. Filtration system(s), mechanical and overflow recovery systems
 - 4. Water chemistry and chemical treatment systems
 - 5. Pumps, flow meters, gauges, and controls
 - 6. Deck equipment
- B. Provide a general commentary on support spaces including the bather preparation area and equipment areas.
- C. Review applicable health department regulations, codes, and rules.
- D. Provide specific commentary on any necessary repairs, replacement, or restoration of the pool systems, including identification of issues requiring further intensive and/or invasive evaluation not provided in the scope of this agreement.
- E. Recommend priority of renovation or replacement of pool systems (e.g., remedial, long range, etc.).
- F. Submit a written report of perceived sub-standard conditions and/or shortcomings of the pool(s) with commentary for possible action for correction, including identification of any equipment and/or systems requiring more intensive evaluation and analysis.
- G. Information to be provided to Consultant by the Client will primarily consist of furnishing all available data in written reports and in its most recent form for the facility including:
 - 1. A written report (or copy of staff report) on existing construction or equipment problems and on-going maintenance problems. Note: The items in the staff report will constitute the primary focus of the survey/audit study.
 - 2. Original construction plans and specifications and/or subsequent construction documents for repair, renovation, replacement, etc.
 - 3. Operation and maintenance manuals.
 - 4. Shop drawings or other submittal data from the original construction or from subsequent construction.
 - 5. Submittal data or manufacturers' data on equipment now installed.
 - 6. A written report (or copy of staff reports) on recent work completed on the pool.
 - 7. A report of the measured (quiescent) water loss in a 24-hour period.
 - 8. A copy of any reports from regulatory agencies listing deficiencies at the facility.

9. A copy of any accident reports (by the staff) or a list of perceived safety hazards to the user or staff.
10. A "wish list" for features or changes desired at the facility. (This list could be accommodated in a stage-progression and allowances made in any plans for future work.)
11. Cost estimates and/or proposals recently received for renovation or replacement work.

TASK 2: DESIGN SERVICES

SCHEMATIC DESIGN PHASE

Virtual meetings and presentations as needed

- A. Provide schematic plans and sections for the swimming pool(s) showing critical dimensions and features.
- B. Provide a design narrative for the swimming pool(s).
- C. Provide an opinion of probable construction cost for the swimming pool(s) and address questions regarding such estimate data for the Project. The Consultant does not guarantee opinion of probable costs.
- D. If required, assist the Client in opinion of cost reconciliation for the swimming pool(s) to bring the projected construction costs within the Project budget.
- E. Meet with the Client's steering committee to discuss the Project.
- F. Meet with the Client's steering committee to present the Schematic Design or to review Schematic Design comments.

- II. **DRAWINGS:** All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the Project for which they are made is completed or not. Provided that the Client pays all amounts due and payable to the Consultant hereunder, the Client shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the Project and no other purpose. All drawings prepared by the Consultant will be issued in PDF format. AutoCAD two-dimensional drawings will be provided as a supplemental design tool and shall not be considered a part of the final package.

The Client acknowledges that the work, plans and specifications to be prepared by the Consultant for the swimming pool design of this Project shall not be based on one supplier in nature, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the Project, the drawings, specifications and other documents prepared by the Consultant are instruments of the service for use solely with respect to the Project and, unless otherwise provided, the Consultant shall be deemed the author of all such instruments and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or documents shall not be used by the Client or permitted by the Client to be used by others on other projects except with the Consultant's prior written agreement, which may be withheld in the Consultant's sole discretion, and with appropriate compensation to the Consultant.

- III. **AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS:** All permits that are to be obtained from health departments and jurisdictional authorities by the Client, relating to the work completed by the Consultant shall be done with the Consultant's assistance in filling out forms and

answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the health department approves the original design, the Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared instruments of service; provided the Consultant will work with the design team in determining a solution at an agreed upon charge for such services. All necessary notices, obtaining all permits and payment of all government fees, and other costs in connection with construction related work, including filing all necessary drawings, preparation of all documents and obtaining all necessary approvals of governmental departments having jurisdiction for the purpose of construction completion and occupancy shall not be the responsibility of the Consultant.

- IV. RELEASE: The Client hereby releases the Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the Project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Client; provided the Consultant has no obligation to do so or liability hereunder for the failure to do so.

The Consultant makes no warranty, guaranty, or certification; expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice. The Consultant will endeavor to perform services in accordance with the generally accepted standards of practice in effect at the time of performance. The Client recognizes that neither the Consultant nor its sub consultants owe a fiduciary responsibility to the Client. Except as expressly set forth herein, the consultant makes no representations, warranties, or conditions of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to the subject matter of this agreement or in connection with this agreement. The consultant specifically disclaims any and all implied warranties or conditions of merchantability, and fitness for a particular purpose. The terms of this Paragraph IV shall survive termination of this Agreement and completion of the Project.

- V. HOLD HARMLESS: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and Consultant's subconsultants, and any of them, to the Client, and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a anyway related to the services performed by the Consultant hereunder including without limitation related to any drawings, specifications, reports, conclusions and recommendations provided by the Consultant, shall not exceed the total compensation received by the Consultant under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding anything contained herein to the contrary, in no event will the Consultant be liable for any indirect, special, incidental, consequential, exemplary or punitive damages or costs of procurement of substitute goods or services arising out of or related to this Agreement, including but not limited to damages for lost data, revenue or profits, however caused and arising under any theory of liability, including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not such party was or should have

been aware or advised of the possibility of such damage. The terms of this Paragraph V shall survive termination of this Agreement and completion of the Project.

- VI. FEES: The Consultant's fee shall be a lump sum of **\$35,000** including **one (1)** site visit. Travel expenses for two (2) CH employees at \$2,500 total are included in this lump sum. (Site visits in excess of **one (1)** shall be authorized by the Client in writing in advance and compensated with fee as additional services according to the Additional Services Fee Schedule in Paragraph IX.)

- VII. PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Audit Phase	\$17,500 (includes \$2,500 travel expenses for 2)
Schematic Design Phase	\$17,500

The Consultant shall submit monthly invoices for services, based upon the percentage of the Consultant's services completed at the time of billing. The Client shall make payments to the Consultant within thirty (30) days of the invoice date. The Consultant may, after giving seven (7) days written notice to the Client, suspend services until payment is made in full of all past due invoices for this Project.

Should any additional tasks be required to be performed by the Consultant which are not expressly set forth in Paragraph I of this Agreement, including without limitation opinion of probable costs or re-design of pool shapes, features, or systems due to program change by the Client, the Consultant will execute such tasks when authorized by the Client and will be compensated for same as additional services according to the Additional Services Fee Schedule in Paragraph IX.

- VIII. PROJECT SCHEDULE: The proposed project schedule is shown below. Should the Project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

- a. Teton County – Gathering of materials listed in Paragraph I Section G of the contract (3 weeks)
- b. Project Kickoff – Week of 8/11
- c. CH site visit to Jackson – Week of 8/25
- d. CH generates report (4 weeks)
- e. CH issues draft facility audit report – Week of 9/22
- f. Teton County reviews report (1 week)
- g. CH and Teton County meeting to review draft report – Week of 9/29
- h. CH completes changes to report as noted by Teton County review (2 weeks)
- i. CH issues final facility audit report with changes – Week of 10/13
- j. Schematic Design work begins – Week of 10/13
- k. Schematic design (5 weeks)
- l. CH completes Schematic Design and delivers to Teton County (11/17)

- IX. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	\$285.00/hour
Director	\$250.00/hour
Project Manager	\$220.00/hour

Project Engineer/Architect	\$185.00/hour
Design Associate	\$155.00/hour
Administrative	\$90.00/hour
Site Visit	\$3,000.00 (includes \$1,200 travel expense for 1)

- X. MISCELLANEOUS: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will govern.

The terms of this Agreement are enforceable by the parties but are not enforceable by any third party. Nothing contained herein shall, or shall be construed, to create any rights in any third party.

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered, or express mail, postage prepaid. Any such notice shall be deemed given on the date delivered personally, or if mailed, three (3) days after the date of deposit in the United States mail, addressed to the Client or the Consultant, as applicable, at the address set forth above.

If any provision or portion thereof, of this Agreement is found to be invalid, unlawful, or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

All provisions of this Agreement that, judging by their terms and context, are intended to survive, shall survive the termination of this Agreement.

This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:
COUNSILMAN/HUNSAKER
& ASSOCIATES, INC.
D/B/A COUNSILMAN-HUNSAKER



Signature

Cole Henry, PE - Project Director

CH Team Member & Title

July 22, 2025

Date

TETON COUNTY WYOMING

Signature

Printed Name & Title

Date



JOINT MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town and County Administration

PRESENTER: Tyler Sinclair and Jodie Pond

MEETING DATE: October 6, 2025

SUBJECT: Lodging Tax Ballot Question

STATEMENT/PURPOSE

The purpose of this item is for the Town Council and Board of County Commissioners to consider a Lodging Tax ballot initiative. This item is informational only with no action required.

BACKGROUND/ALTERNATIVES

On June 16 Town Council (Council) voted to ask the Board of County Commissioners (Commissioners) to consider placing a County-wide Lodging Tax Ballot initiative on a November 4, 2025 Special Election. The Council at the same meeting also directed staff to advise the County Clerk of the Town's desire to hold a Town-only Lodging Tax ballot for 2 pennies on a November 4, 2025 Special Election.

The Commissioners subsequently met and decided not to place a County-wide Lodging Tax Ballot initiative on a November 4, 2025 Special Election but agreed that further consideration of the topic was warranted. The Council subsequently met on July 7 and reconsidered their previous vote to place a Town-only Lodging Tax ballot for 2 pennies on a November 4, 2025 Special Election and chose instead to discuss the matter further with the County prior to proceeding.

On August 4, 2025, the Boards discussed and continued this item to allow staff to prepare information on what the potential additional Lodging Tax funding could be used for. The Town currently uses approximately \$1.5m in Lodging Tax funding to fund START, Pathways, and Parks and Recreation.

On September 15, 2025, the Town Council voted unanimously to endorse the Sustainable Destination Management Plan (SDMP). For purposes of this item the Town defined an endorsement of the SDMP as follows:

The act of giving Town Council's general support of the SDMP but not approving and agreeing to act on all specific policies and strategies.

To assist in this discussion, there is a high-level summary of the Lodging Tax in the County and Town below.

- 5 cents split between state and local government.
 - 3 pennies to the State (80% to State Office of Tourism and 20% to Reserve)
 - 2 pennies to Travel & Tourism /County/Town. 60% to TTB. 40% split County/Town based on point of sale (30% visitor impacts, 10% unrestricted).
 - Currently in place
- 2 cents locally in 1-cent increments.
 - 2 additional pennies could be added via community vote
 - Can be joint Town/County ballot or separate only in the Town
 - Currently not in place
 - Must be voter approved
 - Town and County can share in Lodging Tax assessment or act independently.

- Total local option for Lodging Tax cannot exceed 2 pennies. Combined with State 5-penny assessment, the max allowed by statute is 7 pennies.
- Wyoming Statute § 39-15-203(a)(ii) states that if the proposition is approved, the same ballot language must be proposed at “the second general election following the election at which the proposition was initially approved and at the general election held every four (4) years thereafter.”
- 1 cent of additional Lodging Tax, based upon the FY2026 Budget, would generate approximately \$950,000 for the Town and \$1.4m for the County. Specifically, that revenue would be spent as follows: 30% for visitor impact, 10% unrestricted. Specifically, Wyo. Stat. Ann. §39-15-211(a)(ii)((B)(III)(3) states that visitor impact services include, but are not limited to, provision of vehicle parking, public transportation, public restrooms, pedestrian and bicycle pathways, museums, and other displays. The remaining 60% is provided directly to the TTB for promotion and not included here.
- If approved the Lodging Tax would remain in effect for four years, and would need to be reauthorized every four years there after.

Effective Population

At the August Joint Meeting, the Boards continued this item and asked staff to return with an estimate of the amount and what additional Lodging Tax funding could be used for. Staff proposes using “Effective Population,” defined as the total number of individuals in the Town and County at any one time, to determine the portion of existing and future department budgets that could be funded through the 30% visitor impact portion of the Lodging Tax. Effective Population is made up of the following categories with the associated numbers and percentages:

	Annual		Summer		Winter		Shoulder	
Permanent Residents	22,108	44%	22,108	34%	22,108	47%	22,108	53%
Commuters	11,268	22%	12,312	19%	10,437	22%	10,846	26%
Seasonal Workers	1,381	3%	3,028	5%	1,108	2%	121	0%
Seasonal Residents	4,214	8%	5,992	9%	4,584	10%	2,546	6%
Overnight Visitors	11,801	23%	20,940	33%	9,316	20%	6,105	15%
Total	50,771	100%	64,380	100%	47,544	100%	41,726	100%

Staff propose using the percentage of annual overnight visitors (those paying Lodging Tax) 23% as a way to determine what portion Department budgets could be funded using Lodging Tax. Staff is putting this approach forward for consideration by the Boards but acknowledge that should the Boards choose to pursue this approach it may require an Attorney General opinion or clarification from the Wyoming Legislature to ensure it is allowed. If the Council and Commissioners prefer a different approach, or obtaining the necessary clarification or opinion is not desired or time-consuming, the Town and County always have the option to expend the lodging tax funds in accordance with current practices, which conform to the statute and mitigate the costs of visitor impacts in the community.

The chart below provides Fiscal Year 2026 Joint Budgets for operations and capital that staff propose could potentially be funded through this methodology. Staff have also included information for the Town Police, and the County Sheriff and Public Health departments utilizing the same methodology. Please note that the “Total” column values represent (when available) the Town and County portion of the Department budgets only not the total budget amount since in some cases there are grants and other sources of revenue that have not been included.

Operations

	Total – 100%	Town – 43%	County – 57%	23% Visitor Impact	Town – 43%	County – 57%
START Bus System	\$2,652,988	\$1,140,785	\$1,512,203	\$610,187	\$262,381	\$347,807
Fire/EMS	\$7,316,332	\$3,146,023	\$4,170,309	\$1,682,756	\$723,585	\$959,171
Emergency Management	\$231,281	\$99,451	\$131,830	\$53,195	\$22,874	\$30,321

Parks & Recreation	\$5,736,150	\$2,466,545	\$3,269,606	\$1,319,315	\$567,305	\$752,009
Transportation	\$536,589	\$230,733	\$305,856	\$123,415	\$53,069	\$70,347
Planning	\$213,081	\$91,625	\$121,456	\$49,009	\$21,074	\$27,935
Housing	\$1,383,686	\$594,985	\$788,701	\$318,248	\$136,847	\$181,401
Pathways	\$285,080	\$122,584	\$162,496	\$65,568	\$28,194	\$37,374
Victim Services	\$391,977	\$168,550	\$223,427	\$90,155	\$38,767	\$51,388
Animal Shelter	\$404,951	\$174,129	\$230,822	\$93,139	\$40,050	\$53,089
Radio Services Agreement	\$1,293,290	\$556,115	\$737,175	\$297,457	\$127,906	\$169,550
Treatment Court	\$195,467	\$84,051	\$111,416	\$44,957	\$19,332	\$25,626
Total	\$20,640,873	\$8,875,575	\$11,765,297	\$4,747,401	\$2,041,382	\$2,706,018
Public Health	\$4,325,064			\$994,765		
Police	\$8,007,791			\$1,841,792		
Sheriff	\$8,265,608			\$1,901,090		
Total	\$41,239,336			\$9,485,057		

Capital

	Total – 100%	Town – 43%	County – 57%	23% Visitor Impact	Town – 43%	County – 57%
START Bus System	\$696,000	\$299,280	\$396,720	\$160,080	\$68,834	\$91,246
Fire/EMS	\$1,370,000	\$589,100	\$780,900	\$315,100	\$135,493	\$179,607

Emergency Management	\$21,360	\$10,320	\$11,040	\$4,913	\$2,374	\$2,539
Parks & Recreation	\$928,132	\$399,097	\$529,035	\$213,470	\$91,792	\$121,678
Total	\$3,015,492	\$1,297,797	\$1,717,695	\$693,563	\$298,493	\$395,070

In addition, staff received information from the above-mentioned departments on what they would use additional Lodging Tax funding for. Staff attached this additional information for consideration. Further consideration would need to be given to whether all the identified items would qualify for Visitor Related Impacts as discussed above.

As described above the Travel and Tourism Board (TTB) would continue to receive 60% of additional Lodging Tax funding, totaling approximately \$3.4m for each additional cent of Lodging Tax implemented. The Wyoming Statutes require the TTB to budget and allocate Lodging Tax dollars toward “expenditures for travel and tourism promotional materials” as well as “events, educational materials, and other specific tourism-related objectives, including those as identified as likely to facilitate tourism or enhance the visitor experience.” Currently the TTB provides local funding opportunities in the following three (3) areas:

- **Locally supported events and programs:** The TTB allocates public funding to local events to promote, market, and produce events taking place in fall, winter, and spring. Thanks to the money collected from the Lodging Tax, many community character events have been partially funded. This year, the JHTTB allocated \$1.8 million to local events.
- **Community Partnerships:** In the past three years, the TTB has partnered with more than 15 local organizations and provided more than \$2.5 million in funding to manage, market, steward, and develop the destination. Current partners include Friends of Bridger-Teton, Rendezvous Events, and the Teton County Historic Preservation Board. TTB funding through Community Partnerships has protected and advanced Jackson, ensuring tourism is a positive force in our community. TTB funding has been directly attributed for minimizing human-caused wildlifes and human-wildlife interactions in the Bridger-Teton National Forest, increasing winter visitation and responsible

recreation on Jackson's nordic trails, educating visitors upon first arrival at the Jackson Hole Airport, and much more.

- **Ambassador Services Funding:** The TTB allocates funding to local programs offering ambassador services that benefit Teton County, WY. Ambassador services refers to programs or personnel dedicated to improving visitor behavior, supporting visitor management initiatives, promoting responsible tourism practices, and/or mitigating the negative impact of tourism on the natural environment, local infrastructure, or local community. These services are often provided by trained staff, volunteers, or local experts who serve as on-the-ground representatives of the destination's sustainability mission.

In addition, the TTB adopted and Town endorsed [Sustainable Destination Management Plan \(SDMP\)](#) provides a framework that allows our community to build out and act on goals, strategies, and metrics to better anticipate and respond to the dynamic nature of tourism to capture the greatest benefit for our businesses, community, and our environment. Additional funding opportunities are identified in the SDMP.

Key Question 1: Do the Town Council and County Commission want to place a ballot initiative before the voters to consider adding a County-wide Lodging Tax? If yes, in what amount?

The chart below sets out future election dates and the latest date County Clerk notification would need to be provided for consideration of a Lodging Tax Ballot should the Council and Commission choose to proceed with a ballot initiative.

Upcoming Revenue Generating Election Dates and Ballot Resolution Deadlines		
Election Date	Election Type	110 Day Deadline to Provide Ballot Resolution to County Clerk
Tuesday, May 5, 2026	Special	Thursday, January 15, 2026
Tuesday, August 18, 2026	Primary	Thursday, April 30, 2026
Tuesday, November 3, 2026	General	Thursday, July 16, 2026
Tuesday, May 4, 2027	Special	Thursday, January 14, 2027
Tuesday, August 17, 2027	Special	Thursday, April 29, 2027
Tuesday, November 2, 2027	Special	Thursday, July 15, 2027

Key Question 2: What election date do the Town Council and County Commission support placing a County-wide Lodging Tax ballot initiative before the voters?

The purpose of this item is to allow general discussion and direction on this topic. Should the Town and County choose to move forward, staff will return with the required statutory steps to initiate placement on a ballot.

[COMPREHENSIVE PLAN ALIGNMENT](#)

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

[STAKEHOLDER ANALYSIS](#)

All residents and visitors of and to Teton County

[FISCAL IMPACT](#)

Revenue: Estimates for each revenue option are provided above in the Analysis section.

STAFF IMPACT

The staff impact of preparing this report is estimated at approximately 12 hours.

LEGAL REVIEW

ATTACHMENTS

Department Funding Identification

RECOMMENDATION

Staff makes no recommendation.

SUGGESTED MOTION

None at this time.

Lodging Tax

Department Needs Identification

START

1. Build or Establish START Employee Housing (either purchasing and remodeling a property or adding onto the START building).
2. Flatten out Teton Village (TV) Service:
 - Increase TV Local frequency year-round to 30-minutes. Currently, the TV Local runs 40-minute frequency in the winter and 60-minute frequency in the spring/summer/fall (this increase would flatten our service levels throughout the year and reduce the need for seasonal employees but will increase the need for full-time employees) - \$530,499
 - Increase TV Express from 40-minute frequency to 30-minute frequency in the winter (more than likely this would still be contracted out) - \$112,259
 - Discontinue the TV Tripper – with the other routes increasing frequency this route will no longer be needed
3. Increase On Demand service to provide better access for East Jackson to Grocery Stores and other Services and may reduce waiting times - \$85,000
4. Increase Town Shuttle from 15-minute to 10-minute frequency - \$319,914
5. Increase in Commuter Service:
 - Star Valley Commuter – add one more later AM and PM trip on the weekday and one AM and PM trip on Saturdays - \$94,879
 - Teton Valley Commuter – add one more later AM and PM trip on the weekday and one AM and PM trip on Saturdays - \$87,998
6. Expand Airport service to year-round operating in the peak morning, midday, and evening hours; remove mid-morning and mid-afternoon trips. - \$205,696
7. Six (6) Additional Buses – Estimated Local Match \$160,000-\$240,000 each

Public Health

- Communicable Disease Unit Public Health Nurse Coordinator - Cost: \$ 125,500/year
Justification: The Teton County Health Department (TCHD) CDU provides a number of mission-critical community services in the area of sexual health: STI counseling and testing, HIV case management, HIV pre-exposure prophylaxis, education, and community outreach (including mobile STI testing events for staff of local lodging businesses). In 2025, Teton County's Sexual Health Program staff has already been cut by 75% due to budget cuts. TCHD was notified in September that, upon renewal of the CDU grant on 1/1/26, there will be insufficient funds to cover one full FTE. TCHD seeks to perpetuate this program by finding additional funding sources.

Teton County Sheriff

- First Responder Housing Stipends

Town Police

- First Responder Drone program for Special Events
- Citizen and Department Mounted Patrol
- First Responder Housing Stipends

Housing

- Housing Supply Programs: \$1,000,000

- Housing Preservation Program
- New Construction Deed Restriction Purchase Program

Parks and Recreation

- Miller Park/Powderhorn Door locking systems - \$30,000
- Pathway Bridge Re-decking - \$40,000
- Mike Yokel Park ADA Connection - \$50,000
- Contracted Services-Restroom Cleaning - \$22,000
- Contracted Services-Sanitation contractor - \$18,000
- Contracted Services-Grooming/Ambassadors - \$20,000

Fire/EMS

1. Training/Wildfire Division Chief (\$130,000 + \$60,000 benefits)
 - a. Our Training Division capacity is severely strained attempting to meet all the training requirements for 114 members.
 - b. The Strategic Planning process identified training capacity as a primary issue to address.
 - c. Wildfire program management including wildfire suppression, equipment specification and procurement, maintenance of staff qualifications for over 70 wildland firefighters.
 - d. The position offers revenue recovery via wildfire deployments and training partner cost-sharing.
2. Operations Staffing- 3 FTEs (\$210,000 + \$160,000 benefits)
 - a. Continued development in the community is producing increased service demand, requiring the staffing of an additional station(s) in the near future.
 - b. The Standards of Cover identifies several strategies for providing additional service coverage, requiring up to 10 FTEs per new station.
 - c. An initial strategy can involve adding increments of 3 FTEs in a stepwise fashion towards the required 10 FTEs. This provides additional capacity for simultaneous incidents based in existing stations until an additional station can be fully stood up.
3. Training travel (\$18,000)
 - a. Reinstatement of training travel funds cut during FY26.
 - b. Maintaining staff currency through travel for out of state trainings is crucial to addressing the rapidly changing emergency services landscape.
4. Wildfire Risk Mitigation (\$50,000)
 - a. [First Five Feet program](#), home hardening cost share program.
 - b. CWPP mitigation recommendation.

Emergency Management

1. Community Evacuation Plan (\$750,000)
 - a. Thorough engineering traffic analysis and plan development.
 - b. Significant wildfire catastrophes across the west in recent years have highlighted the need for Teton County to develop a specialized assessment and plan identifying traffic loads, routes, hazards, and mitigations.
2. Outdoor warning sirens (\$320,000, \$80,000 each x4)

- a. Additional sirens for currently uncovered populated areas.
- b. Midtown and East Jackson
- c. Alta & Targhee

Planning

- Senior Long-Range Planner (cost +/- \$126,500 per year, including benefits).

Transportation

1. Parking Coordinator - ~\$200K/year including benefits.
 - Identified in 2019 Downtown Parking and Mobility Management Plan
 - Dedicated staff to manage parking town-wide, coordinating with PD, facilities, and future needs at Library/Stilson.
2. Car-Share Program - \$182K year one; \$45K/year ongoing
 - Provides affordable access to vehicles without full ownership, reducing car dependence.
 - Supports households who only need a car a few times a week. Can support seasonal workers who live in affordable/workforce housing.
3. WY22 Transit Signal Priority (TSP) Improvements - \$60,000 for Planning + 20% local match for capital
 - Partner with WYDOT to advance transit priority at the Y intersection and along WY22.
 - Fund a Concept of Operations and leverage local match to unlock larger grants.
4. Approved Capital Improvement Projects (CIP) – Cost varies by project
 - Build on 2025 adopted CIP priorities: North Cache bike/ped connection, North 89 wildlife crossings, East Broadway Complete Street, Snow King Master Plan, and more were ranked highly.
<https://www.tetoncountyywy.gov/DocumentCenter/View/32122/0106A-TransportationCIP>