Regular Town Council Meeting

January 6, 2025
6:00 PM
Town Council Chambers
Chair: Arne Jorgensen

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 reserves 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.

To join, click link or copy it to your browser: https://us02web.zoom.us/j/86951540196?pwd=4EUWtIKWldtIhh0CaMd33UYHop1GcL.1

Or join at zoom.com with Webinar ID: **869 5154 0196** and Password: **83001** or by phone: **+1 253 205 0468**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Land Acknowledgement

III. RESOLUTIONS OF APPRECIATION AND MAYORAL APPOINTMENTS

A. Resolution 25-01: A Resolution of Appreciation for Hailey Morton Levinson

B. Resolution 25-02: A Resolution of Appreciation for Jessica Sell Chambers

C. Resolution 25-03: A Resolution of Appreciation for Jim Rooks

D. Appointment of Mayor Pro Tempore and Acting Mayor Pro Tempore

IV. ANNOUNCEMENTS/PROCLAMATIONS

A. Introduction of Mike Halpin, Cemetery Sexton

V. PUBLIC COMMENT

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

VI. CONSENT CALENDAR

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

A. Meeting Minutes

1. December 16, 2024 Regular Town Council Workshop
2. December 16, 2024 Regular Town Council Meeting

B. Disbursements

Please note that at any point during the meeting, the 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.

C. Energy Conservation Works Special Excise Tax (SPET) Expenditure for Community Solar Project (Tyler Sinclair)

D. Appointment of Special Municipal Officers (Raymond Lane)

E. Memorandum of Understanding between Town and Teton County/Jackson Parks and Recreation (Floren Poliseo)

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

A. Planning & Building

1. Scoping Report on Affordable Non-Residential Zoning Strategies (Paul Anthony)

VIII. RESOLUTIONS

A. Resolution 25-04: A Resolution Declaring a Vacancy in the Office of Town Council; and Consideration of a Process to Fill that Vacancy (Tyler Sinclair)

IX. ORDINANCES

A. Ordinance P: Century-Link Franchise Extension (Second Reading)

B. Ordinance Q: Motor-Assisted Delivery Devices (Lea Colasuonno, First Reading)

X. MATTERS FROM MAYOR AND COUNCIL

XI. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

XII. ADJOURN

Please note that at any point during the meeting, the 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.

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

RESOLUTION 25-01

WHEREAS, Hailey Morton Levinson has served the Town of Jackson well and faithfully for 12 years, first as a Councilwoman from January of 2013 to January of 2021 and secondly as Mayor from January 2021 to January 2025; and

WHEREAS, Hailey served as a liaison to multiple board and commissions in the community throughout her career including the Public Art Taskforce, Latino Services Network, Pathways Task Force, Energy Conservation Works, the Travel and Tourism Board, the Chamber of Commerce, Emergency Management, the Housing Authority, and Systems of Care as well as serving on the Wyoming Association of Municipalities (WAM) Board from 2015-2024 with 7 of those years on the WAM Executive Committee, helping to unify and amplify the voice of Wyoming cities and towns; and

WHEREAS, Hailey was a champion for affordable workforce housing, having contributed to the existence of permanently deed restricted units at the Redmond and Hall project, 440 West Kelly project, King Street Condos, Daisy Bush, the Grove, and Flat Creek Apartments as well as approved the creation of housing rental protections; and

WHEREAS, Hailey has provided strong and solid leadership through community emergencies including the West Broadway landslide, the Little Horse Thief fire, and numerous incidents of flooding in Flat Creek; and

WHEREAS, Hailey strongly supported the Town's development of a space for a childcare facility providing preference for placement of children of Town employees and creating more spaces serving all members of the community, and particularly creating the opportunity for free childcare during regularly scheduled Town Council meetings; and

WHEREAS, Hailey was an advocate for equity in the Town of Jackson and supported the creation of the Equity Task Force to support equity and inclusion efforts community wide and within the Town of Jackson organization as well as efforts to engage with and honor indigenous peoples, including furthering opportunities for dialogue with the Eastern Shoshone and Northern Arapahoe tribal members and the establishment of the land acknowledgement, which is now read at every regular Town Council meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of the Town of Jackson in regular session duly assembled, that the Mayor and Town Council on behalf of all of the people of the Town of Jackson, the employees of the Town of Jackson, and Jackson Hole community, shall and do hereby take this opportunity to express their sincere gratitude and appreciation and offer a heartfelt thank-you to Hailey Morton Levinson for her many years of dedicated service to the Town of Jackson government and community.

BE IT FURTHER RESOLVED that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the many years of devoted service from Hailey Morton Levinson.

DATED THIS 6th DAY OF JANUARY, 2025. **TOWN OF JACKSON**

_____

Arne Jorgensen, Mayor

ATTEST:

_____

Roxanne Robinson, Deputy Town Clerk

RESOLUTION 25-02

WHEREAS, Jessica Sell Chambers has served the Town of Jackson faithfully for 4 years as a Town of Jackson Councilwoman from January of 2021 to January of 2025; and

WHEREAS, Jessica served as a liaison from the Town Council to multiple boards and organizations in the community during her tenure including the Board of Health, supporting the physical and mental health of the Jackson community; the Housing Supply Board and Housing Trust, prioritizing affordable housing for our local workforce; the Teton County Fair Board and the Chamber of Commerce; as well as giving of her free time to attend conferences and meetings on behalf of the Town Council including the Colorado Association of Ski Towns; and

WHEREAS, Jessica served as a member of Town Council during the challenging COVID19 pandemic and successfully navigated governing while oftentimes serving in a remote capacity to support health and safety efforts for every member of the community wanting to engage in local government; and

WHEREAS, during her tenure, Jessica never shied away from advocating for equal representation by women and fiercely supporting women's issues at every turn, thereby ensuring awareness of this important perspective and also advocated for, and was successful, in changing language in the Council's Rules and Procedures for gender neutrality for respect and clarity for current and future Councils; and

WHEREAS, Jessica was an advocate for equity in the Town of Jackson and supported the creation of the Equity Task Force to support equity and inclusion efforts community wide and within the Town of Jackson organization as well as efforts to engage with and honor indigenous peoples, including furthering opportunities for dialogue with the Eastern Shoshone and Northern Arapahoe tribal members and support for the Wind River Tribal Buffalo Initiative; and

WHEREAS, Jessica supported the creation of the Ecosystem Stewardship Administrator position in order to support and emphasize the critical importance of the amazing eco system in which we are all fortunate enough to live in, and since her representation on the Council began, Jessica has been a strong supporter of staff compensation and benefits.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of the Town of Jackson in regular session duly assembled, that the Mayor and Town Council on behalf of all of the people of the Town of Jackson, the employees of the Town of Jackson, and Jackson Hole community, shall and do hereby take this opportunity to express their sincere gratitude and appreciation and offer a heartfelt thank-you to Jessica Sell Chambers for her years of dedicated service to the Town of Jackson government and community.

BE IT FURTHER RESOLVED that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the devoted service from Jessica Sell Chambers.

DATED THIS 6th DAY OF JANUARY, 2025. **TOWN OF JACKSON**

_____

Arne Jorgensen, Mayor

ATTEST:

_____

Roxanne Robinson, Deputy Town Clerk

RESOLUTION 25-03

WHEREAS, Jim Rooks has served the Town of Jackson faithfully for 4 years as a Town of Jackson Councilmember from January of 2021 to January of 2025; and

WHEREAS, Jim served as a liaison from the Town Council to multiple boards and organizations in the community during his tenure including the Parks & Recreation Board; the Pathways Taskforce, supporting the needs of bicyclists and pedestrians; the Historical Society and Museum Board, helping to ensure that future generations have access to our community's history; the Human Services Council; Integrated Solid Waste and Recycling; and

WHEREAS, Jim's insightful perspective from many years with the Teton County School District provided the Town Council valuable information when making decisions, and Jim's passion for education and support for school projects served this community well, and as a former history and government educator, Jim's perspective on the role of government, legislating, and the workings of democracy elevated the Town Council's thinking on projects and issues over the years; and

WHEREAS, Jim served as a member of Town Council during the challenging COVID19 pandemic and successfully navigated governing while oftentimes serving in a remote capacity to support health and safety efforts for every member of the community wanting to engage in local government; and

WHEREAS, Jim's support for the historical significance of ranching and rodeoing in the valley and his staunch support for the community rodeo in Jackson was evident to all those who worked with Jim as a member of Town Council; and

WHEREAS, Jim was an advocate for engaging with and honoring indigenous peoples, including the establishment of the land acknowledgement which is now read at every regular Town Council meeting; and

WHEREAS, as a member of one of the legacy families in the valley with a rich history and connection to community as well as historical knowledge of Jackson and statewide issues, Jim's decisions and advocacy for issues exemplified his desire to take actions to support future leaders and community members.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of the Town of Jackson in regular session duly assembled, that the Mayor and Town Council on behalf of all of the people of the Town of Jackson, the employees of the Town of Jackson, and Jackson Hole community, shall and do hereby take this opportunity to express their sincere gratitude and appreciation and offer a heartfelt thank-you to Jim Rooks for his years of dedicated service to the Town of Jackson government and community.

BE IT FURTHER RESOLVED that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the devoted service from Jim Rooks.

DATED THIS 6th DAY OF JANUARY, 2025. **TOWN OF JACKSON**

_____
Arne Jorgensen, Mayor

ATTEST:

_____
Roxanne Robinson, Deputy Town Clerk

STAFF REPORT

Meeting Date:	January 6, 2025	**Meeting Title:**	Town Council Regular Mtg
Submitting Department:	Internal Services	**Presenter:**	Roxanne Robinson
Agenda Item:	Appointment of Mayor Pro Tempore and Acting Mayor Pro Tempore	**Public Comment:**	No

Purpose & Policy Considerations.
At the first regular meeting in January following a general election, the Mayor appoints a Mayor Pro Tempore and acting Mayor Pro Tempore.

Requested Action.
Staff requests Mayor Jorgensen appoint a Mayor Pro Tempore and acting Mayor Pro Tempore.

Recommendations.
Staff recommends Mayor Jorgenson appoint a Mayor Pro Tempore and acting Mayor Pro Tempore.

Background.
Pursuant to the Section 2.02.024 of the Jackson Municipal Code, at the first regular meeting in January following a general election, the Mayor shall appoint a Councilmember, other than the Mayor, to serve as Mayor Pro Tempore and also appoint a Councilmember, other than the Mayor and Mayor Pro Tempore to serve temporarily as acting Mayor Pro Tempore in the Mayor Pro Tempore's absence. These appointments are made by the Mayor and do not require advice, consent, or a motion of Council.

Appointments are required at the first regular meeting in January following a general election, thus appointments are necessary at the January 6, 2025 meeting. In addition to the required dates for appointments, the Municipal Code allows the Mayor to make new appointments to fill these roles whenever the Mayor deems it appropriate.

The Mayor Pro Tempore and acting Mayor Pro Tempore, when occupying the office of the Mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the Mayor Pro Tempore and acting Mayor Pro Tempore, while so acting, are as binding upon the Council and upon the Town as if done by the Mayor.

Analysis.
Appointment of these positions is important for continuity of government in the Mayor's absence. The Mayor Pro Tempore chairs the Town Council meetings in the absence of the Mayor and the same for the acting Mayor Pro Tempore if both the Mayor and Mayor Pro Tempore are absent. If the Mayor is absent and unavailable to sign plats, agreements or contracts, the Mayor Pro Tempore may execute these documents on behalf of the Town.

Possible Alternatives.
These appointments must be made at the first regular meeting in January.

Comprehensive Plan & Priority Alignment.
In order to take actions that support the vision of the Comprehensive Plan, a functioning Town Council is needed.

Fiscal Impact.
There is no fiscal impact related to appointment of these positions.

Staff Impact.
The staff impact of preparing this staff report is approximately 4 hours. The staff impact of having these backup positions is positive as it relates to moving items forward at Council meetings in the absence of the Mayor and executing and recording time sensitive documents.

Attachments or Links.
None.

Suggested Motions.

No motion by Town Council. This action is by the Mayor and is not a motion of Council.

Mayor: I hereby appoint _____ as Mayor Pro Tempore.

Mayor: I hereby appoint_____ as acting Mayor Pro Tempore.

Mike Halpin – Cemetery Sexton

Mike Halpin, a local land developer, is dedicated to creating sustainable and community-focused projects. With over 4 decades of expertise, he combines vision with a deep appreciation for Jackson's natural beauty. He cherishes time spent with his family, embracing the region's vibrant outdoor lifestyle and involvement in community service.

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

DECEMBER 16, 2024 **JACKSON, WYOMING**

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Brian Lenz, Floren Poliseo, Michelle Weber, and Riley Taylor.

Announcements. Mayor Morton Levinson introduced Joe Warren, Equipment Operator, and Matt Brackin, Street Operator/Water Utility Technician.

Gregory Lane Design Update. Johnny Ziem and Brian Lenz made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the updated design of Concept 2 for the Gregory Lane corridor and direct staff to take the updated design to bidding. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. There was no discussion.

Council Priorities and Upcoming Agendas. There was no discussion.

Recess to Executive Session – Town Only. A motion was made by Jim Rooks and seconded by Arne Jorgensen to recess to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council entered executive session at 2:00 p.m.

Executive Session – County Only. The Teton County Board of County Commissioners called a special joint meeting to order at 2:29pm. County Commissioners present: Chair Luther Propst, Natalia Macker, Wes Garder, Mark Newcomb, and Greg Epstein. A motion was made by Mark Newcomb and seconded by Greg Epstein to recess to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Chair Propst called for the vote. The vote showed all in favor. The motion carried. The Commission joined Council in executive session at 2:29pm.

Council and Commission reconvened at 3:13 p.m.

On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to appoint Ed Liebzeit to the Jackson Hole Airport Board to serve a full term expiring January 31, 2030. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to appoint Ed Liebzeit to the Jackson Hole Airport Board to serve a full term expiring January 31, 2030. Chairman Propst called for the vote. The vote showed all in favor. The motion carried.

On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to appoint Doug Lowham to the Pathways Taskforce to serve a full term expiring February 1, 2029. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to re-appoint LizAnn Eisen and Meghan Quinn to the START Board to serve full terms expiring December 31, 2027. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

On behalf of the County, a motion was made by Greg Epstein and seconded by Wes Gardner to re-appoint LizAnn Eisen and Meghan Quinn to the START Board to serve full terms expiring December 31, 2027. Chairman Propst called for the vote. The vote showed all in favor. The motion carried.

On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to appoint Larry Thal, Mariah Underhill, and Ty Hoath to the Jackson/Teton County Affordable Housing

Supply Board to serve full terms expiring December 31, 2027. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

On behalf of the County, a motion was made by Natalia Macker and seconded by Greg Epstein to appoint Larry Thal, Mariah Underhill, and Ty Hoath to the Jackson/Teton County Affordable Housing Supply Board to serve full terms expiring December 31, 2027. Chairman Propst called for the vote. The vote showed all in favor. The motion carried.

Adjourn – County Only. On behalf of the County, a motion was made by Natalia Macker and seconded by Greg Epstein to adjourn. Chairman Propst called for the vote. The vote showed all in favor. The motion carried.

Adjourn to Executive Session – Town Only. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 3:18 p.m.

TOWN OF JACKSON

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Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: December 25, 2024

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 16, 2024 **JACKSON, WYOMING**

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Steve Ashworth, Michelle Weber, Paul Anthony, Tyler Valentine, Brian Lenz, Kelly Thompson, Tanya Anderson, and Riley Taylor. *Via Zoom*: Kelly Sluder and April Norton.

The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson proclaimed November 1, 2024 as Extra Mile Day and thanked all Town employees for going the extra mile.

Public Comment. There was no public comment.

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

A. **Meeting Minutes.** To approve meeting minutes from the December 2, 2024 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING $80.00; A43 ARCHITECTURE $450.00; ACE EQUIPMENT & SUPPLY $252.00; ACE HARDWARE $864.88; AFLAC $1,811.28; AMAZON $5,767.83; AMERICAN DIVERSITY BUSINESS SOLUTIONS $1,550.00; AMERICAN PUMP COMPANY $51,968.46; ANTLER MOTEL, INC. $9,765.00; AT&T $225.11; ATLANTIC CREEK HOLDINGS, LLC $6,000.00; BESTDRIVE IDAHO FALLS $7,628.97; BIG R RANCH & HOME $510.43; BISON LUMBER $80.75; BLUE SPRUCE CLEANERS,INC $220.25; BOLAND, ANITA $2,200.00; BURKHOLDER, SHAWN $2,039.63; CAMMANN, CONOR $740.00; CAMP ON INC $13,300.00; CARQUEST AUTO PARTS INC. $167.69; CASELLE INC. $1,973.00; CBV PARTNERS $3,000.00; CDW-GOVERNMENT $55,368.25; CENTURYLINK $153.21; CITY OF DRIGGS $1,706.48; COLE, ELLA $526.98; CONRAD & BISCHOFF INC. $28,139.76; CONWAY, LARS $2,500.00; CORE & MAIN LP $11,612.32; DAWSON INFRASTRUCTURE SOLUTIONS $4,507.39; DELL $51.57; DELTA DENTAL PLAN OF WYOMING $8,461.00; DEX IMAGING $1,037.71; DISCOUNT SNOW STAKES $825.25; DIVISION OF CHILD SUPPORT ENFORCEMENT $509.23; DIVISION OF VICTIM SERVICES $450.00; E.R. OFFICE EXPRESS $117.67; EFFECTIVE FITNESS COMBATIVES, LLC $2,498.00; ENERGY 1 $1,881.25; ENERGY LABORATORIES INC. $2,379.00; ETNA TRADE PARK LLC $4,062.00; EVANS CONSTRUCTION INC $25,021.79; FERRIS, MARK $6,000.00; FIRE SERVICES OF IDAHO $420.00; FLAT CREEK APARTMENTS, LLC $5,000.00; GILLIG LLC $1,691.57; GRAND TARGHEE RESORT $182,944.00; GREINER ELECTRIC $2,000.00; GRIFFITH PARTNERSHIP LLC $150.00; HIGH COUNTRY LINEN $2,006.79; HILTBRUNNER, ERIC $36.51; HOFLAND, TIM $775.00; IDAHO CHILD SUPPORT RECEIPTING $564.20; IDAHO STATE TAX COMMISSION $9,014.00; IMMIGRANT HOPE $2,000.00; IVY OUTDOOR SERVICES LLC $9,098.00; JACKSON GROUP LOCKBOX $2,297.06; JACKSON HOLE CHILDRENS MUSEUM $5,000.00; JACKSON HOLE COMMUNITY HOUSING $12,500.00; JACKSON HOLE CONTRACTING INC $5,000.00; JACKSON HOLE HISTORICAL SOCIET $3,000.00; JACKSON HOLE LAW, PC $3,502.50; JACKSON HOLE NEWS & GUIDE $750.50; JACKSON LUMBER INC $78.04; JAMF SOFTWARE, LLC $1,820.70; JDG VENTURES, LLC $4,500.00; JHAM, INC. $560.18; JORGENSEN ASSOCIATES, PC $8,548.82; KEENAN, PETER $2,300.00; KELLY VINE LLC $17,500.00; KELSEY, SHANE $2,000.00; KOIS BROTHERS EQUIPMENT COMPANY $5,495.17; LEXISNEXIS MATTHEW BENDER $109.43; LOWER VALLEY ENERGY INC $42,576.10; MACY, ERIC $6,000.00; MACY'S SERVICES $2,530.50; MARKMAN, JASON $2,835.00; MATEOSKY CONSTRUCTION $5,000.00; MICROSOFT -$2,721.73; MINUTEMAN SECURITY TECHNOLOGIES $4,785.00; MSC INDUSTRIAL SUPPLY CO $26.19; NAPA AUTO PARTS INC. -$3,184.72; NATIONAL TRADE SUPPLY, LLC $1,338.00; NELSON ENGINEERING $2,182.50; NEW WEST BUILDING COMPANY INC. $12,000.00; NUSFC, LLC $1,588.65; ONE 22, INC. $81,000.00; ORSETTO $1,000.00; PEAK WATER SERVICES, LLC $9,000.00; PICKAROOM TIMBER PRODUCTS INC $904.07; PITTS, SAMANTHA $77.83; PLATT $33,044.66; QUALITY AIR SOLUTIONS LLC $800.00; R & A SAFETY LLC $1,180.15; RAMANATHAN, BRINDA $2,500.00; RED HOUSE LLC $32,000.00; RENDEZVOUS INSURANCE INC. $63,280.32; RIDGELINE EXCAVATION INC

$5,000.00; RON'S TOWING LLC $850.00; RT1 INC $13.46; RUI INC. DBA VILLAGE GARDNER $984.75; SCHWARTZ, ANDY $4,583.33; SERENITY DEVELOPMENT $3,000.00; SHERWIN-WILLIAMS CO. $103.98; SIGN IT NOW INC $290.12; SILVERSTAR $3,606.73; SOSA'S JANITORIAL SERVICE $7,200.00; SPRING CREEK ANIMAL HOSPITAL $153.08; SPSC POA - SOUTH PARK SERVICES CTR POA $303.82; STANDARD INSURANCE COMPANY $10,855.32; STANDARD PLUMBING SUPPLY CO. $174.67; STEPHENS, TALON $77.83; STONE, KIRK $3,087.00; TALISMAN CIVIL CONSULTANTS,LLS $2,455.00; TETON COUNTY CLERK $558,635.17; TETON COUNTY INTEGRATED SOLID WASTE/RECY $41,803.66; TETON COUNTY PLANNING & BUILDING $1,246.29; TETON COUNTY-FUND 10 $94,453.48; TETON COUNTY-FUND 19 $42,406.37; TETON MOTORS INC $625.64; TETON TRASH REMOVAL, INC. $228.00; TETON VIEW LANDSCAPE CONTRACTORS $2,166.72; THE AFTERMARKET PARTS COMPANY, LLC $2,353.24; THOMSON WEST $2,139.34; T-MOBILE $62.30; TMSC LLC $5,166.85; TOWN OF JACKSON $10,268.50; TREFONAS LAW, P.C. $1,426.32; UCM DIGITAL HEALTH, INC $962.00; US HOMES LLC $1,762.00; USDN $990.00; UTILIS, INC. $71,000.00; VISION SERVICE PLAN - (WY) $1,776.98; WEBER WATER & WELL $77,885.37; WESTERN CHARTERS AND TOURS, LLC $2,600.00; WESTERN STATE $5,954.94; WHITE GLOVE CLEANING, INC. $3,158.13; WILSON, JOHN $2,200.00; WRENCH IT PLUMBING & HEATING INC $577.50; WY WORKERS' SAFETY & COMP $35,845.02; WYOMING ASSOCIATION OF RURAL WATER SYS $239.00; WYOMING DEPARTMENT OF ENVIRONMENTAL QUAL $800.00; WYOMING LAW ENFORCEMENT $120.00; WYOMING LAW ENFORCEMENT ACADEMY $685.00; WYOMING RETIREMENT SYSTEM $281,327.31; WYOMING STARGAZING $1,500.00; WYOMING.COM INC $5.00; YELLOW IRON EXCAVATION, LLC $1,517.00

C. **November Municipal Court Report.** To accept the November Municipal Court Report into record.

D. **Kilmain/89 LLC County Sewer Connection Request (E24-0221).** To approve the applicant's request for wastewater collection and treatment services subject to the conditions of approval set forth in this staff report.

E. **Consideration of Deed Restriction for Workforce Housing at 185 N. Glenwood Unit #19.** To approve the Restriction for Workforce Rental Housing located at 185 N. Glenwood Unit 19.

F. **Amendment and Restatement of Restriction for 1253 W. Hwy 22 Unit #203.** To approve the Amendment and Restatement Deed Restriction for Property Located at 1253 W Highway 22 Unit 203. Westview Condominium Addition to the Town of Jackson.

G. **Partial Vacation without Replat at 505 & 515 E. Simpson Ave. (P24-165).** To acknowledge a Partial Vacation without Replat for Lots 2 & 3, Behome Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated December 16, 2024.

H. **Department of Transportation Charging and Fueling Infrastructure Grant.** To approve the grant agreement with the United States Department of Transportation Federal Highway Administration for up to $5,506,368.00 in electric vehicle charging infrastructure for the Town of Jackson and grant partners, and authorize the Town Manager to sign, subject to minor changes by staff.

I. **Gregory Lane Right-of-Way Easements.** To approve 1. Approve the easement acquisitions and funding appropriation as presented, and 2. Authorize the Town Manager and Town Attorney to negotiate the final costs and terms of the easements, and 3. Authorize the mayor to execute the easements.

J. **Memorandum of Understanding with Grand Teton Skating Association.** To approve the MOU with 'SK8 JH, Inc.' and the Town of Jackson with minor changes by staff.

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

Taxi Rate Change Scoping Staff Report. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to place this item on the PI list for future consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Conditional Use Permit for the Karns Meadow Master Plan (P24-130). Tyler Valentine made staff comment. Council held discussion with staff. Jenny Fitzgerald, Julien Hass, Susan Hedden, Beverly Boyington, Sam Petri, Bob Lenz, Katherin Dowson, Francis Clark, Pete Karns, Lorna Miller, Kay Modi, Susan Marsh, Jessica Jaubert, and Patrick Dominick made public comment.

Council recessed at 7:55pm and reconvened at 8:05pm.

Tyler Valentine, Tyler Sinclair, and Steve Ashworth made staff comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to allow winter use consistent with Alternative #1 with north, east, and southwest trails de-marked to allow for access on the uncleared, ungroomed trails. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Jessica Sell Chambers, and Jim Rooks in favor and Jonathan Schechter and Arne Jorgensen opposed. The motion carried.

Staff recessed at 9:21pm and reconvened at 9:44pm.

Tyler Valentine made staff comment. Discussion continued. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Conditional Use Permit P23-130 for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park, based upon the findings and conditions presented in the staff report, the seven conditions presented below, the departmental reviews, and subject to this staff report dated December 16, 2024.

#1 - A 2:1 mitigation plan will be required at the time of physical development permit submittal. The mitigation plan shall address and summarize the disturbance areas, the mitigation goals and details, proposed fencing, proposed irrigation, proposed weed control, a summary of costs, and a monitoring program. All mitigation work shall be completed within 1 year of completing the project and be satisfactorily inspected by the Town. Prior to the Town's inspection, the EA Consultant shall conduct a site inspection of the 2:1 mitigation and provide a written summary to the Town.

#2 - The CUP and Master Plan shall expire ten years from the date of CUP approval unless the applicant has begun construction of the Master Plan by this deadline. The applicant may ask for an extension for good cause.

#3 - By April 1, 2025, staff shall present to Council at a workshop an overview of an Ambassador Program and Advisory Committee for Karns Meadow, which may include representatives from organizations such as Karns family, Parks and Recreation Department, Public Works, Ecosystem Stewardship Administrator, Teton Conservation District, Wyoming Game and Fish and Jackson Hole Land Trust and discuss objectives, potential educational programming, stewardship events, citizen science, volunteer park monitors, and recommendations on special event guidelines.

#4 - By April 1, 2025, staff shall present to Council at a workshop an overview of an Annual Monitoring Program which includes a report on past and current studies, gaps in understanding, a proposal for ecological monitoring at Karns Meadow, and mechanism for funding.

#5- Allowing winter grooming consistent with Alternative #1 and with demarcation of unmaintained winter use trail on the north, east, and southwest corner segments of the trail.

#6 – By June 1, 2025 staff shall provide Council with an update that considers a public art project appropriate to Karns Meadow that fits with the character of contribution from the Karns family.

#7 – Allowed uses on the maintained trails shall allow children 8 and under, accompanied by an adult, to use strider-bikes (bikes without pedals) or kid-sized pedal bikes and the use of mobility-assisted devices, including tricycles, hand-cycles, and other adaptive equipment designed to assist people with disabilities.

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

Request for a Subdivision Plat for the Hansen Corner Addition at 600, 610 & 620 E. Hansen Ave. (P24-148). Tyler Valentine made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Subdivision Plat P24-148 for the Hansen Corner Addition at the properties located at 600, 610, & 620 E. Hansen Avenue (existing Lots 9-13) based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated December 16, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve a fee waiver request and direct staff to initiate a refund in the amount of $1,324.00. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Scoping Report on Affordable Non-Residential Zoning Strategies. This item was continued to the next regularly scheduled Town Council meeting.

Resolution 24-26: Wildland Urban Interface. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 24-26, rescinding the previous WUI boundary and adopting the Town of Jackson WUI boundary as amended. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-27: A Resolution Repealing Resolution 09-04. Lea Colasuonno made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 24-27, A Resolution Repealing Resolution 09-04. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-28: Fee Schedule. Kelly Thompson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 24-28, rescinding all previous fee schedules and adopting the Town of Jackson Fee Schedule. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance I. An Ordinance Amending Title 16 Regarding the Introduction to the Housing Rules and Regulations.

AN ORDINANCE AMENDING SECTION 16.10.000, INTRODUCTION, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance J. An Ordinance Amending Title 16 Regarding Housing Development Standards and Procedures.

AN ORDINANCE AMENDING SECTION 16.10.200, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance K. An Ordinance Amending Title 16 Regarding Qualification and Eligibility.

AN ORDINANCE AMENDING SECTION 16.10.300, QUALIFICATION AND ELIGIBILITY, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance L. An Ordinance Amending Title 16 Regarding Weighted Drawing.

AN ORDINANCE AMENDING SECTION 16.10.400, WEIGHTED DRAWING, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance M. An Ordinance Amending Title 16 Regarding Sale and Resale Standards.

AN ORDINANCE AMENDING SECTION 16.10.500, SALE AND RESALE STANDARDS, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance N. An Ordinance Amending Title 16 Regarding Rental Standards and Procedures.

AN ORDINANCE AMENDING SECTION 16.10.600, RENTAL STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance O. An Ordinance Amending Title 16 Regarding Compliance and Exception, Appeal, and Grievance Standards and Procedures.

AN ORDINANCE AMENDING SECTION 16.10.700, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance AA. An Ordinance Amending Title 16 Regarding Occupancy and Use.

AN ORDINANCE AMENDING SECTION 16.10.800, OCCUPANCY AND USE, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance AB. An Ordinance Amending Title 16 Regarding Definitions.

AN ORDINANCE AMENDING SECTION 16.10.900, DEFINITIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinances I, J, K, L, M, N, O, AA, and AB on third reading and designate them Ordinances 1407 through 1415, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance AC: An Ordinance Amending Title 15 Regarding the International Fire Code and International Wildland-Urban Interface.

AN ORDINANCE AMENDING SECTION 15.08.010, INTERNATIONAL FIRE CODE AND INTERNATIONAL WILDLAND-URBAN INTERFACE CODE—ADOPTION BY REFERENCE, OF CHAPTER 15.08, INTERNATIONAL FIRE CODE, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance AD: An Ordinance Amending Title 15 Regarding the National Electrical Code.

AN ORDINANCE AMENDING SECTION 15.20.010, ADOPTION OF THE NATIONAL ELECTRICAL CODE, OF CHAPTER 15.20, ELECTRICAL CODE, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance AE: An Ordinance Amending Title 15 Regarding the International Building Code.

AN ORDINANCE AMENDING SECTIONS 15.04.010, PERMIT REQUIRED—APPLICATION, AND 15.04.020, INTERNATIONAL BUILDING CODE, OF CHAPTER 15.04, INTERNATIONAL BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance AF: An Ordinance Amending Title 15 Regarding the International Existing Building Code.

AN ORDINANCE AMENDING SECTION 15.06.010, INTERNATIONAL EXISTING BUILDING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.06, INTERNATIONAL EXISTING BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance AG: An Ordinance Amending Title 15 Regarding the International Mechanical Code.

AN ORDINANCE AMENDING SECTION 15.12.010, INTERNATIONAL MECHANICAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.12, INTERNATIONAL MECHANICAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance AH: An Ordinance Amending Title 15 Regarding Solid Fuel Burning Devices.

AN ORDINANCE REPEALING CHAPTER 15.14, SOLID FUEL BURNING DEVICES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance AI: An Ordinance Amending Title 15 Regarding the International Residential Code.

AN ORDINANCE AMENDING SECTION 15.17.010, INTERNATIONAL RESIDENTIAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.17, INTERNATIONAL RESIDENTIAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance AJ. An Ordinance Amending the Title 15 International Plumbing Code.

AN ORDINANCE AMENDING SECTIONS 15.24.010, INTERNATIONAL PLUMBING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.24, INTERNATIONAL PLUMBING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance AK. An Ordinance Amending Title 15 Regarding the International Fuel Gas Code.

AN ORDINANCE AMENDING SECTIONS 15.27.010, INTERNATIONAL FUEL GAS CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.27, INTERNATIONAL FUEL GAS CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Ordinances AE, AF, AG, AH, AI, AJ, and AK on third reading and designate them as Ordinances 1418 through 1424, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinances AC and AD on third reading and designate them Ordinances 1416 and 1417, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance AL. An Ordinance Amending Title 9 Regarding Cruelty to Animals.

AN ORDINANCE REPEALING CHAPTER 9.34, CRUELTY TO ANIMALS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance AM. An Ordinance Amending Title 7 Regarding Animals.

AN ORDINANCE AMENDING TITLE 7, ANIMALS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve ordinances AL and AM on third reading and designate them Ordinances 1425 and 1426, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance C. An Ordinance Amending Title 8 Regarding the Pay As You Throw Program.

AN ORDINANCE AMENDING SECTION 8.12.020, DEFINITIONS, AND SECTION AND 8.12.070, SOLID WASTE COLLECTION, OF CHAPTER 8.12, GARBAGE AND REFUSE DISPOSAL, OF TITLE 8, HEALTH AND SAFETY, REGARDING PAY AS YOU THROW PROGRAM, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance D. An Ordinance Granting Teton Trash Removal a Franchise.

AN ORDINANCE GRANTING TETON TRASH REMOVAL INC. D/B/A TETON TRASH REMOVAL A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance E. An Ordinance Amending the Franchise with Westbank Environmental Services.

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH WESTBANK ENVIRONMENTAL SERVICES, INC. FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance F. An Ordinance Amending the Franchise with Yellow Iron Waste Removal.

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance H. An Ordinance Amending the Franchise with Terra Firma Services.

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH TERRA FIRMA SERVICES, LLC FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Kalisa Pointsett made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinances C, D, E, F, and H at third reading and designate them Ordinances 1427 through 1431, respectively. Mayor Morton Levinson called for the vote. The vote 3-2 with Mayor Morton Levinson, Jonathan Schechter, and Arne Jorgensen in favor and Jonathan Schechter and Jim Rooks opposed. The motion carried.

Ordinance AN. An Ordinance Granting Star Valley Disposal a Franchise.

AN ORDINANCE GRANTING STAR VALLEY DISPOSAL, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance AO. An Ordinance Granting New Waste Removal a Franchise.

AN ORDINANCE GRANTING NEW WASTE REMOVAL, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinances AN and AO at third reading and designate them Ordinances 1432 and 1433, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance P: An Ordinance Extending the CenturyLink Franchise Agreement.

AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING

Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinance P on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. A motion was made by Arne Jorgensen and Jonathan Schechter to appoint Jill Baldouf to the Parks & Recreation Board for a partial term expiring December 31, 2025, and to appoint Rick Gordon to the Parks & Recreation Board for a partial term expiring December 31, 2026, and to appoint Tim Day to the Parks & Recreation Board to serve a full 3-year term expiring December 31, 2027. Mayor Morton Levinson called for the vote. The vote showed 4-0 with Mayor Morton Levinson, Jonathan Schechter, Jim Rooks, and Arne Jorgensen in favor. Jessica Sell Chambers abstained from the vote. The motion carried.

Council discussed the impending vacancy on the Town Council. A motion was made by Jessica Sell Chambers to ask staff to include in the staff report for the council appointment for the vacancy in January some best practices for standardizing choices, to include transparency measures, consistency, bias mitigation, accountability, with clear criteria, a consistent process, balanced evaluation, transparency and accountability measures, and with diversity and representation perspectives to be included. Motion died for lack of a second.

Arne Jorgensen thanked outgoing councilmembers for their time on Council.

Jim Rooks left the meeting at 10:33pm.

Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on the 2025 meeting calendar, temporary sign permits, and relocation of the Mercer Cabin. An opportunity to apply for a no-interest loan through WAM/WCCA's Energy Lease Program and an amendment to ARPA-WS-1073 State Lands and Investments Grant were added to the Town Manager's report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 10:34p.m.

TOWN OF JACKSON

_____
Arne Jorgensen, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: December 24, 2024

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7509	A & I DISTRIBUTORS	4318112-00	METHANEL	10/17/2024	268.27	.00	
Total 7509:					268.27	.00	
51	ACE HARDWARE	890963	DEHUMIDIFIER	11/29/2024	269.99	.00	
51	ACE HARDWARE	891165	MENDING BRACES	12/02/2024	5.99	.00	
51	ACE HARDWARE	891347	PAINT SUPPLIES	12/03/2024	17.47	.00	
51	ACE HARDWARE	891421	HOLE SAW	12/03/2024	109.99	.00	
51	ACE HARDWARE	891568	DRAIN CLEANER	12/04/2024	8.99	.00	
51	ACE HARDWARE	891573	MASKING TAPE	12/04/2024	11.99	.00	
51	ACE HARDWARE	891608	BATTERIES	12/05/2024	15.48	.00	
51	ACE HARDWARE	891641	ANTI-FREEZE	12/05/2024	93.98	.00	
51	ACE HARDWARE	891681	LIGHT BULBS	12/05/2024	39.98	.00	
51	ACE HARDWARE	892038	TRASH BAGS	12/09/2024	19.99	.00	
51	ACE HARDWARE	892042	KEYS	12/09/2024	21.96	.00	
51	ACE HARDWARE	892228	COUPLE	12/10/2024	1.29	.00	
51	ACE HARDWARE	892347	DUSTER	12/11/2024	11.99	.00	
51	ACE HARDWARE	892351	SUPPLIES	12/11/2024	31.98	.00	
51	ACE HARDWARE	892374	PAINT SUPPLIES	12/11/2024	23.98	.00	
51	ACE HARDWARE	892426	LIGHT BULBS	12/12/2024	29.98	.00	
51	ACE HARDWARE	892498	SCRUB BRUSH	12/12/2024	8.99	.00	
51	ACE HARDWARE	892653	DOOR FRAME SUPPLIES	12/13/2024	74.42	.00	
51	ACE HARDWARE	892662	HDW CLOTH	12/13/2024	26.99	.00	
51	ACE HARDWARE	892780	ROLLER FRAME	12/16/2024	20.46	.00	
51	ACE HARDWARE	892781	LIGHT BULBS	12/16/2024	11.99	.00	
51	ACE HARDWARE	892789	LIGHT BULBS	12/16/2024	1.99	.00	
51	ACE HARDWARE	893127	TROWEL	12/18/2024	21.47	.00	
51	ACE HARDWARE	893215	PAINT PAIL	12/19/2024	7.99	.00	
51	ACE HARDWARE	893263	SCREWS ANDNUTS	12/19/2024	1.93	.00	
51	ACE HARDWARE	893323	SCREWDRIVER	12/20/2024	35.98	.00	
Total 51:					927.24	.00	
7570	ALLEN, MARY EILEEN	121124	RETURN BOND 230 CRABTREE	12/11/2024	1,000.00	1,000.00	12/11/2024
Total 7570:					1,000.00	1,000.00	
6524	ALPHAGRAPHICS	IX-422407	BUS SIGNAGE	12/12/2024	1,270.76	.00	
6524	ALPHAGRAPHICS	IX-427969	BUS SIGNAGE	12/19/2024	817.63	.00	
6524	ALPHAGRAPHICS	IX-428229	BUS SIGNAGE	12/05/2024	266.09	.00	
6524	ALPHAGRAPHICS	IX-430642	BUS SIGNAGE	12/19/2024	271.09	.00	
6524	ALPHAGRAPHICS	IX-430845	BUS SIGNAGE	12/12/2024	107.50	.00	
6524	ALPHAGRAPHICS	IX-432581	BUS SIGNAGE	12/23/2024	266.09	.00	
Total 6524:					2,999.16	.00	
5726	AMAZON	137K-37XQ-FP	VIDEO KIT	12/13/2024	299.00	.00	
5726	AMAZON	17G6-D96Y-3P	ENVELOPES	12/19/2024	26.89	.00	
5726	AMAZON	1DR7MWDL-3	CLEANING CLOTHS	12/23/2024	34.99	.00	
5726	AMAZON	1F3M-JJWX-31	BACK BRACES FOR LIFTING	12/19/2024	172.92	.00	
5726	AMAZON	1J6T-77YP-T3J	CABLE	12/18/2024	139.84	.00	
5726	AMAZON	1KPC-F34Q-73	GAMING MONITOR	12/16/2024	2,054.99	.00	
5726	AMAZON	1KQJ-J6YH-K6	CALENDARS	12/09/2024	291.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1LYX-MFDD-V	LEVEL	12/18/2024	6.99	.00	
5726	AMAZON	1PN6-HJMF-3L	CABLES	12/12/2024	59.94	.00	
5726	AMAZON	1PN6-HJMF-M	SUPPLIES	12/14/2024	71.95	.00	
5726	AMAZON	1R1V-G697-W	CALENDAR	12/18/2024	60.46	.00	
5726	AMAZON	1TDV-1YP1-J6	CABLE	12/17/2024	35.67	.00	
5726	AMAZON	1TQF-MLJN-1	CABLE MATTERS	12/23/2024	1,049.85	.00	
5726	AMAZON	1V6N-4W4G-T	GAMING MONITORS	12/18/2024	4,109.98	.00	
5726	AMAZON	1VJX-JXQP-R7	GAMING MONITOR	12/18/2024	455.00	.00	
5726	AMAZON	1Y9Q-WKF9-4	GLOVES	12/16/2024	35.50	.00	
	Total 5726:				8,905.01	.00	
4389	APPLE INC	MB36151284	ABP 16.SB	11/22/2024	5,912.98	.00	
4389	APPLE INC	MB44603949	IPAD PRO	12/21/2024	2,659.00	.00	
	Total 4389:				8,571.98	.00	
1783	AT&T	287259163099	charges for account 25725916309	12/08/2024	1,157.02	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	12/12/2024	43.23	.00	
	Total 1783:				1,200.25	.00	
7170	BADURA, KYLE	081224	BOOTS	08/12/2024	100.00	.00	
	Total 7170:				100.00	.00	
4920	BEST BEST & KRIEGER	1013908	FRANCHISE RENEWAL	11/30/2024	4,564.50	.00	
4920	BEST BEST & KRIEGER	1013909	SILVERSTAR	11/30/2024	112.50	.00	
	Total 4920:				4,677.00	.00	
6583	BESTDRIVE IDAHO FALLS	29006562	HD3 HYBRID	12/11/2024	5,659.90	.00	
	Total 6583:				5,659.90	.00	
4774	BIG R RANCH & HOME	166249	HARDWARE	05/15/2024	1.49	.00	
4774	BIG R RANCH & HOME	1670021	JACKET	06/04/2024	99.99	.00	
4774	BIG R RANCH & HOME	1675434	COOLER	07/01/2024	300.00	.00	
4774	BIG R RANCH & HOME	1682331	POSTS	08/09/2024	24.99	.00	
4774	BIG R RANCH & HOME	1687388	BOOTS	09/12/2024	167.95	.00	
4774	BIG R RANCH & HOME	1690896	SPRAY BOTTLE	10/06/2024	11.98	.00	
	Total 4774:				606.40	.00	
3500	BISON LUMBER	2412-864415	PLYWOOD	12/13/2024	89.98	.00	
	Total 3500:				89.98	.00	
7323	BOBCAT OF ROCK SPRINGS	55484	CYLINDER ASSEMBLY	12/03/2024	1,201.63	.00	
7323	BOBCAT OF ROCK SPRINGS	55495	LIGHT RED	12/04/2024	18.05	.00	
	Total 7323:				1,219.68	.00	
7575	BOWEN, ANDREW	122024	TRAVEL EXPENSES	12/20/2024	1,171.38	.00	
	Total 7575:				1,171.38	.00	
6727	BRIGGS, ERIC L	32962	RECHARGE	12/05/2024	198.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6727:					198.34	.00	
5	CARQUEST AUTO PARTS INC.	6090-668448	SHOCK ABSORBER	10/09/2024	305.96	.00	
Total 5:					305.96	.00	
102	CASELLE INC.	137758	SOURCE CODE	12/17/2024	200.00	.00	
Total 102:					200.00	.00	
2876	CAST	1960	REGISTRATION	11/24/2024	570.00	.00	
Total 2876:					570.00	.00	
544	CENTURYLINK	333897059 122	Monthly bill for account 33389705	12/07/2024	2,837.78	.00	
544	CENTURYLINK	334064254 122	Monthly bill for account 33406425	12/13/2024	59.93	.00	
Total 544:					2,897.71	.00	
6257	CERTIFIED LABORATORIES	8934444	EXTREME GREEN	11/20/2024	1,090.85	.00	
6257	CERTIFIED LABORATORIES	8937815	TUFF BRAKE	11/22/2024	125.95	.00	
Total 6257:					1,216.80	.00	
7577	CITCO WATER	S100280422.0	POTASSIUM HYDROXIDE	12/02/2024	3,600.00	.00	
Total 7577:					3,600.00	.00	
7569	CLARK, BLAKE	121124	RETURN BOND 510 E SIMPSON	12/11/2024	3,000.00	3,000.00	12/11/2024
Total 7569:					3,000.00	3,000.00	
1219	COMMUNITY FOUNDATION OF	005-2025	TIPS PROGRAM	12/23/2024	10,000.00	.00	
Total 1219:					10,000.00	.00	
260	COMMUNITY SAFETY NETWOR	10142024	1ST QUARTER	10/14/2024	17,500.00	.00	
Total 260:					17,500.00	.00	
514	CONRAD & BISCHOFF INC.	IN-327502-24	GASOLINE	10/24/2024	13,977.90	.00	
514	CONRAD & BISCHOFF INC.	IN-375139-24	GENERATOR FUEL	11/15/2024	3,420.20	.00	
514	CONRAD & BISCHOFF INC.	IN-375139-24	GENERATOR FUEL	11/15/2024	1,710.10	.00	
514	CONRAD & BISCHOFF INC.	IN-409201-24	DIESEL AND FUEL	12/03/2024	26,017.82	.00	
514	CONRAD & BISCHOFF INC.	IN-426846-24	DEF BULK	12/11/2024	559.59	.00	
514	CONRAD & BISCHOFF INC.	IN-426847-24	DEF BULK	12/11/2024	479.27	.00	
Total 514:					46,164.88	.00	
4887	CONTROL SYSTEM TECHNOLO	11418	WATER SCADA	12/03/2024	1,200.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11425	WATER SCADA	12/16/2024	600.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11426	WATER SCADA	12/16/2024	917.50	.00	
4887	CONTROL SYSTEM TECHNOLO	11427	WATER SCADA	12/16/2024	6,857.50	.00	
Total 4887:					9,575.00	.00	
1691	CORE & MAIN LP	U534329	WATER METER PARTS	11/21/2024	14,515.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1691:					14,515.40	.00	
7576	CTAA	2123981 1224	MEMBERSHIP DUES	12/05/2024	1,125.00	.00	
Total 7576:					1,125.00	.00	
7578	CYAN ROBOTICS, INC	122624	REFUND BUSINESS LICENSES	12/26/2024	81.00	.00	
Total 7578:					81.00	.00	
4918	DEAN'S PEST CONTROL LLC	96457	PEST CONTROL	11/07/2024	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	96827	PEST CONTROL	11/15/2024	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	96856	PEST CONTROL	11/19/2024	100.00	.00	
Total 4918:					270.00	.00	
3881	DEX IMAGING	AR12449630	CONTRACT COPIER	12/11/2024	90.00	.00	
3881	DEX IMAGING	AR12487763	CONTRACT COPIER	12/18/2024	345.62	.00	
3881	DEX IMAGING	AR12498355	CONTRACT COPIER	12/20/2024	151.60	.00	
Total 3881:					587.22	.00	
6667	DISCOUNT CELL, INC.	INV-00000575	PEP LINK	12/11/2024	529.20	.00	
Total 6667:					529.20	.00	
6883	DIVISION OF CHILD SUPPORT	121224	case #0005405448	12/12/2024	509.23	509.23	12/12/2024
6883	DIVISION OF CHILD SUPPORT	122624	case #0005405448	12/26/2024	509.23	509.23	12/26/2024
Total 6883:					1,018.46	1,018.46	
3408	E.R. OFFICE EXPRESS	22958	Office CHAIRS	12/17/2024	590.00	.00	
3408	E.R. OFFICE EXPRESS	22963	PAPER	12/17/2024	67.81	.00	
3408	E.R. OFFICE EXPRESS	22983	STAMP	12/27/2024	30.95	.00	
Total 3408:					688.76	.00	
1134	ENERGY LABORATORIES INC.	678183	BEFORE AND AFTER LIGHTS	12/11/2024	183.00	.00	
1134	ENERGY LABORATORIES INC.	679085	EFFLUENT	12/16/2024	172.00	.00	
1134	ENERGY LABORATORIES INC.	679689	INFLUENT AND EFFLUENT	12/19/2024	327.00	.00	
Total 1134:					682.00	.00	
81	EVANS CONSTRUCTION INC	251182	ROAD BASE	11/26/2024	320.62	.00	
Total 81:					320.62	.00	
7462	EVOLUTION CONSTRUCTION, L	1092	CONCRETE PAD	10/14/2024	9,850.00	.00	
7462	EVOLUTION CONSTRUCTION, L	1092	CONCRETE PAD	10/14/2024	4,050.00	.00	
Total 7462:					13,900.00	.00	
6802	FALL RIVER PROPANE	2666399	PROPANE	12/23/2024	2,119.26	.00	
6802	FALL RIVER PROPANE	2671857	PROPANE	12/23/2024	1,115.21	.00	
6802	FALL RIVER PROPANE	2671858	PROPANE	12/23/2024	277.69	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6802:					3,512.16	.00	
7168	FALL RIVER RURAL ELECTIC	5177300 1124	CHATHAM LOOP ELECTRIC	11/20/2024	105.17	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 1224	CHATHUM LOOP ELECTRIC	12/19/2024	115.66	.00	
Total 7168:					220.83	.00	
3195	FERGUSON ENTERPRISES, IN	3248503	BTN ASSY	12/05/2024	79.06	.00	
3195	FERGUSON ENTERPRISES, IN	3255104	COUPLER	12/03/2024	24.91	.00	
3195	FERGUSON ENTERPRISES, IN	3277491	SNAP LOCK MANDREL	12/10/2024	47.85	.00	
Total 3195:					151.82	.00	
4294	FIRE SERVICES OF IDAHO	12591437	FIRE EXTINGUISHER	11/27/2024	746.00	.00	
Total 4294:					746.00	.00	
7326	FISHPAUGH, KELLIE	121624	TRAVEL EXPENSES	12/16/2024	379.50	.00	
Total 7326:					379.50	.00	
4709	FLEETPRIDE	122175067	PARS	12/17/2024	738.32	.00	
Total 4709:					738.32	.00	
7340	FLORES, JUANITA	121124	TRANSLATION SERVICES	12/11/2024	880.00	.00	
Total 7340:					880.00	.00	
668	FREEDOM MAILING SERVICE I	49290	UTILITY BILLING	12/04/2024	935.32	.00	
668	FREEDOM MAILING SERVICE I	49290	UTILITY BILLING	12/04/2024	935.32	.00	
Total 668:					1,870.64	.00	
6633	FURBER, WINSLOW	121724	CDL PHYSICAL	12/17/2024	155.00	.00	
Total 6633:					155.00	.00	
6126	GARMIN USA	44747240	MONTHLY SERVICE	11/27/2024	64.95	.00	
Total 6126:					64.95	.00	
4212	GILLIG LLC	41247855	TANK	12/03/2024	1,745.86	.00	
4212	GILLIG LLC	41248387	VOTLMETER	12/04/2024	361.37	.00	
4212	GILLIG LLC	41252318	FUEL GUAGE	12/13/2024	148.62	.00	
Total 4212:					2,255.85	.00	
96	HIGH COUNTRY LINEN	0476547	MATS @ TOWN HALL	12/04/2024	308.79	.00	
96	HIGH COUNTRY LINEN	0476649	ADMIN	12/05/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0476649	WWTP	12/05/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0476649	BUILD MAINT	12/05/2024	11.01	.00	
96	HIGH COUNTRY LINEN	0476649	FACILITY	12/05/2024	.01-	.00	
96	HIGH COUNTRY LINEN	0476649	WATER	12/05/2024	27.18	.00	
96	HIGH COUNTRY LINEN	0476649	ADMIN	12/05/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0476649	SEWER	12/05/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0476649	STREET	12/05/2024	31.57	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0476649	FACILITY	12/05/2024	9.77	.00	
96	HIGH COUNTRY LINEN	0477173	CONTROL SERVICE	12/09/2024	53.45	.00	
96	HIGH COUNTRY LINEN	0478259	SHOP TOWELS	12/16/2024	86.31	.00	
96	HIGH COUNTRY LINEN	0478332	MATS @ 155 E PEARL	12/16/2024	11.17	.00	
96	HIGH COUNTRY LINEN	0478860	MATS @ TOWN HALL	12/18/2024	308.79	.00	
96	HIGH COUNTRY LINEN	C0476832	FILTERS	12/05/2024	11.00-	.00	
96	HIGH COUNTRY LINEN	S0476565	FILTERS	12/04/2024	11.00	.00	
	Total 96:				889.58	.00	
7573	HOKE, ELIZABETH	121124	RETURN BOND 172 CENTER ST	12/11/2024	2,000.00	2,000.00	12/11/2024
	Total 7573:				2,000.00	2,000.00	
4736	IDAHO CHILD SUPPORT RECEI	121224	case #426985	12/12/2024	564.20	564.20	12/12/2024
	Total 4736:				564.20	564.20	
106	INTERSTATE BATTERY	950004022	BATTERIES	12/02/2024	725.75	.00	
106	INTERSTATE BATTERY	950004097	BATTERIES	12/09/2024	955.65	.00	
	Total 106:				1,681.40	.00	
110	INTERWEST SUPPLY COMPANY	IN0116458	GRADER BLADE	12/04/2024	1,857.80	.00	
	Total 110:				1,857.80	.00	
2	JACKSON CURBSIDE INC.	00032440	DOWNTOWN RECYCLING	12/10/2024	1,831.00	.00	
	Total 2:				1,831.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1042	START ON DEMAND	12/09/2024	35,660.91	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1043	START ON DEMAND	12/09/2024	47,396.00	.00	
	Total 6931:				83,056.91	.00	
7163	JACKSON GROUP LOCKBOX	683461IFX1	WORKLAMP	12/03/2024	64.88	.00	
7163	JACKSON GROUP LOCKBOX	683461IFX2	WORKLAMP	12/05/2024	137.77	.00	
7163	JACKSON GROUP LOCKBOX	683582IFX1	FUEL WATER FILTERS	12/03/2024	157.56	.00	
7163	JACKSON GROUP LOCKBOX	684298IF	OIL FILTERS	12/03/2024	198.92	.00	
	Total 7163:				559.13	.00	
6474	JACKSON HOLE LAW, PC	2418	DECEMBER SERVICES	12/30/2024	3,505.00	.00	
	Total 6474:				3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	371336	AD#432862	10/30/2024	741.00	.00	
131	JACKSON HOLE NEWS & GUID	371337	AD#432863	10/30/2024	166.25	.00	
131	JACKSON HOLE NEWS & GUID	372057	AD#433475	11/20/2024	80.75	.00	
131	JACKSON HOLE NEWS & GUID	372058	AD#433474	11/20/2024	261.25	.00	
131	JACKSON HOLE NEWS & GUID	372059	AD#433472	11/20/2024	61.75	.00	
131	JACKSON HOLE NEWS & GUID	372060	AD#433461	11/20/2024	128.25	.00	
131	JACKSON HOLE NEWS & GUID	372061	AD#433462	11/20/2024	788.50	.00	
131	JACKSON HOLE NEWS & GUID	372062	AD#433463	11/20/2024	123.50	.00	
131	JACKSON HOLE NEWS & GUID	372063	AD#433464	11/20/2024	104.50	.00	
131	JACKSON HOLE NEWS & GUID	372064	AD#433465	11/20/2024	85.50	.00	
131	JACKSON HOLE NEWS & GUID	372065	AD#433466	11/20/2024	71.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	372066	AD#433471	11/20/2024	95.00	.00	
131	JACKSON HOLE NEWS & GUID	372067	AD#433467	11/20/2024	109.25	.00	
131	JACKSON HOLE NEWS & GUID	372068	AD#433468	11/20/2024	76.00	.00	
131	JACKSON HOLE NEWS & GUID	372069	AD#433469	11/20/2024	109.25	.00	
131	JACKSON HOLE NEWS & GUID	372070	AD#433470	11/20/2024	71.25	.00	
131	JACKSON HOLE NEWS & GUID	372071	AD#433473	11/20/2024	104.50	.00	
131	JACKSON HOLE NEWS & GUID	372230	AD#433549	11/27/2024	401.00	.00	
131	JACKSON HOLE NEWS & GUID	372573	AD#433549	12/04/2024	401.00	.00	
131	JACKSON HOLE NEWS & GUID	372574	AD#433834	12/04/2024	1,287.25	.00	
131	JACKSON HOLE NEWS & GUID	372575	AD#433835	12/04/2024	142.50	.00	
131	JACKSON HOLE NEWS & GUID	372720	AD#434061	12/11/2024	779.00	.00	
131	JACKSON HOLE NEWS & GUID	373015	AD#433968	12/18/2024	321.00	.00	
131	JACKSON HOLE NEWS & GUID	373045	AD#434308	12/18/2024	228.00	.00	
131	JACKSON HOLE NEWS & GUID	373186	AD#434527	12/25/2024	672.00	.00	
131	JACKSON HOLE NEWS & GUID	3731877	AD#434526	12/25/2024	240.00	.00	
	Total 131:				7,649.50	.00	
7571	JACKSON HOLE WHITE WATER	121124	RETURN BOND 670 BROADWAY	12/11/2024	1,000.00	1,000.00	12/11/2024
	Total 7571:				1,000.00	1,000.00	
114	JACKSON LUMBER INC	0000975611-00	4X4	04/01/2024	108.67	.00	
	Total 114:				108.67	.00	
115	JACKSON PAINT AND GLASS, I	I136735	WINDHSIELDS	12/02/2024	2,520.00	.00	
115	JACKSON PAINT AND GLASS, I	I136854	INSTALL WINDSHIELDS	12/12/2024	1,680.00	.00	
	Total 115:				4,200.00	.00	
239	JH20 WATER CONDITIONING &	5630	water @ WWTP	12/03/2024	85.00	.00	
	Total 239:				85.00	.00	
139	JORGENSEN ASSOCIATES, PC	55140	19145 NORTH KING	12/04/2024	933.75	.00	
139	JORGENSEN ASSOCIATES, PC	55151	24136 FRAMEWORKS PROJEC	12/14/2024	6,530.00	.00	
139	JORGENSEN ASSOCIATES, PC	55223	18047 GREGORY LANE	12/12/2024	12,539.73	.00	
139	JORGENSEN ASSOCIATES, PC	55223	18047 GREGORY LANE	12/12/2024	12,539.73	.00	
139	JORGENSEN ASSOCIATES, PC	55223	18047 GREGORY LANE	12/12/2024	12,539.74	.00	
	Total 139:				45,082.95	.00	
4275	JORGENSEN, ARNE OLAUS	122424	TRAVEL EXPENSES	12/24/2024	937.14	.00	
	Total 4275:				937.14	.00	
2485	KENWORTH SALES COMPANY	004P52227	BRACKET PAIR	12/04/2024	800.56	.00	
	Total 2485:				800.56	.00	
7094	KL2 CONNECTS, LLC	122124	TRANSIT DIRECTOR SEARCH	12/21/2024	9,938.00	.00	
	Total 7094:				9,938.00	.00	
5729	LENOVO (UNITED STATES) INC.	6471407500	LAPTOPS	12/19/2024	864.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5729:					864.36	.00	
5691	LEPCO	60179	CHEM DELIVERY	12/12/2024	199.00	.00	
Total 5691:					199.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	15523	DEDUCTIBLE AA240067	12/10/2024	1,000.00	.00	
Total 2224:					1,000.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE000593	TOWN HALL	11/22/2024	180.00	.00	
Total 4380:					180.00	.00	
7572	MERCILL PARTNERS LLC	121124	RETURN BOND 105 MERCILL A	12/11/2024	5,000.00	5,000.00	12/11/2024
Total 7572:					5,000.00	5,000.00	
4886	MORTON-LEVINSON, HAILEY	122424	TRAVEL EXPENSES	12/24/2024	361.79	.00	
Total 4886:					361.79	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7353487001	SUPPLIES	11/22/2024	296.09	.00	
Total 4623:					296.09	.00	
257	NAPA AUTO PARTS INC.	269455	FILTER	11/21/2024	36.40	.00	
257	NAPA AUTO PARTS INC.	271460	WINDOW HANDLE	12/02/2024	58.46	.00	
257	NAPA AUTO PARTS INC.	271706	COUPLING	12/03/2024	19.07	.00	
257	NAPA AUTO PARTS INC.	271749	SPRING	12/03/2024	69.50	.00	
257	NAPA AUTO PARTS INC.	271931	OIL FILTER	12/04/2024	102.61	.00	
257	NAPA AUTO PARTS INC.	272034	FILTERS	12/04/2024	48.07	.00	
257	NAPA AUTO PARTS INC.	272335	PARTS	12/05/2024	81.20	.00	
257	NAPA AUTO PARTS INC.	273146	WATER PUMP	12/10/2024	79.29	.00	
257	NAPA AUTO PARTS INC.	273162	BELT	12/10/2024	28.14	.00	
257	NAPA AUTO PARTS INC.	273493	FLASHERS	12/11/2024	21.58	.00	
257	NAPA AUTO PARTS INC.	273511	FILTER	12/11/2024	53.28	.00	
257	NAPA AUTO PARTS INC.	273522	CREDIT	12/11/2024	49.40-	.00	
257	NAPA AUTO PARTS INC.	273586	FORCE BLADE	12/11/2024	172.74	.00	
257	NAPA AUTO PARTS INC.	273983	HOSE CLAMP	12/13/2024	1.89	.00	
257	NAPA AUTO PARTS INC.	274556	PARTS	12/16/2024	69.33	.00	
257	NAPA AUTO PARTS INC.	275255	LAMP	12/19/2024	48.57	.00	
Total 257:					840.73	.00	
276	NATIONAL LEAGUE OF CITIES	190877	MEMBERSHIP DUES	11/12/2024	1,752.00	.00	
Total 276:					1,752.00	.00	
187	NELSON ENGINEERING	66207	23-302-02 TOJ HIGH SCHOOL W	12/05/2024	31,952.50	.00	
Total 187:					31,952.50	.00	
5870	ONE 22, INC.	5183	2ND QUARTER	12/17/2024	9,000.00	.00	
Total 5870:					9,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1504	ONE CALL OF WYOMING	73531	NOVEMBER TICKETS	12/06/2024	101.25	.00	
1504	ONE CALL OF WYOMING	73531	NOVEMBER TICKETS	12/06/2024	101.25	.00	
Total 1504:					202.50	.00	
4398	PALAZZOLO, MICHAEL	121724	MONTHLY IT HARDWARE	12/17/2024	77.83	.00	
Total 4398:					77.83	.00	
7508	POINT S DRIGGS	1256987	TIRES	12/04/2024	956.85	.00	
7508	POINT S DRIGGS	1256988	TIRES	12/04/2024	758.85	.00	
7508	POINT S DRIGGS	6014652	TIRES	12/02/2024	794.85	.00	
7508	POINT S DRIGGS	6014653	TIRES	12/02/2024	794.85	.00	
7508	POINT S DRIGGS	6014654	TIRES	12/02/2024	794.85	.00	
Total 7508:					4,100.25	.00	
7090	PORT53 TECHNOLOGIES, INC	13336	SOFTWARE SUBSCRIPTION	11/25/2024	7,391.12	.00	
7090	PORT53 TECHNOLOGIES, INC	13563	REMOTE ACCESS	12/23/2024	6,621.26	.00	
Total 7090:					14,012.38	.00	
6068	POWER ENGINEERING CO, INC	0267127-IN	COOLING DRUM	11/27/2024	1,195.74	.00	
Total 6068:					1,195.74	.00	
6483	PREMIER TRUCK- SALT LAKE C	775660478	BELTS	11/27/2024	238.43	.00	
6483	PREMIER TRUCK- SALT LAKE C	775662133	WATER KIT	12/04/2024	284.75	.00	
6483	PREMIER TRUCK- SALT LAKE C	775664422	VALVE	12/11/2024	121.07	.00	
6483	PREMIER TRUCK- SALT LAKE C	775665790	FUEL TANK	12/17/2024	1,204.99	.00	
Total 6483:					1,849.24	.00	
6613	QUADIENT FINANCE USA, INV	790004408054	POSTAGE	11/29/2024	2,065.61	.00	
Total 6613:					2,065.61	.00	
532	QUICK BROWN FOX LLC	4076	PASSES	11/25/2024	550.00	.00	
532	QUICK BROWN FOX LLC	4078	TVA CARDS	12/18/2024	470.00	.00	
Total 532:					1,020.00	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000009495	TOWLS	12/10/2024	576.00	.00	
Total 4989:					576.00	.00	
4723	RON'S TOWING LLC	24-34510	TOW	12/06/2024	250.00	.00	
Total 4723:					250.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	4726	SNOW REMOVAL	12/23/2024	487.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	4727	SNOW REMOVAL	12/23/2024	375.00	.00	
Total 5812:					862.50	.00	
201	SENIOR CENTER OF JACKSON	18468	2ND QUARTER PAYMENT	12/11/2024	35,505.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 201:				35,505.00	.00	
7435	SHORELINE CONSULTING	0000274	CONSULTING FEE	12/09/2024	2,272.72	.00	
	Total 7435:				2,272.72	.00	
585	SINCLAIR, TYLER	122424	TRAVEL EXPENSES	12/24/2024	392.58	.00	
	Total 585:				392.58	.00	
4699	SNAKE RIVER ROASTING	84089	COFFEE	12/13/2024	220.00	.00	
	Total 4699:				220.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000107	TOWN HALL	11/16/2024	8,325.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000108	155 E PEARL	11/16/2024	675.00	.00	
	Total 7050:				9,000.00	.00	
3961	SPECTRUM	173067801120	MONTHLY SERVICES 17306780	12/07/2024	99.99	.00	
	Total 3961:				99.99	.00	
7553	STAR VALLEY DISPOSAL	129807	TRASH SERVICE	12/23/2024	117.00	.00	
	Total 7553:				117.00	.00	
3989	STINKY PRINTS, INC	76381	CEMETARY	12/05/2024	52.44	.00	
	Total 3989:				52.44	.00	
6660	SUBLETTE COUNTY SHERIFF'S	1624	AIRPORT SECURITY	12/20/2024	910.00	.00	
	Total 6660:				910.00	.00	
581	TETON COUNTY INTEGRATED	10289	EWASTE	12/12/2024	206.55	.00	
581	TETON COUNTY INTEGRATED	705764	TRASH	12/03/2024	70.00	.00	
581	TETON COUNTY INTEGRATED	9945	HARZARDOUS WASTE	06/27/2024	1.70	.00	
	Total 581:				278.25	.00	
2362	TETON COUNTY PUBLIC HEALT	25-1863	water testing	12/19/2024	200.00	.00	
	Total 2362:				200.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	684	INMATES OCTOBER	11/05/2024	1,822.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	688	NOVEMBER INMATES	12/03/2024	1,050.00	.00	
	Total 55:				2,872.00	.00	
268	TETON MOTORS INC	205020382	HUB BOLT	12/17/2024	5.37	.00	
268	TETON MOTORS INC	205020383	VALVE	12/17/2024	70.00	.00	
268	TETON MOTORS INC	5111857	N TANK	12/02/2024	70.19	.00	
268	TETON MOTORS INC	5111888	SCREEN AND GASKET	12/05/2024	335.70	.00	
268	TETON MOTORS INC	5111893	RADIATOR	12/06/2024	434.38	.00	
268	TETON MOTORS INC	5111936	RADIATOR	12/12/2024	434.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 268:					1,350.02	.00	
270	TETON RENTAL CENTER	155824	GARAMEN	12/10/2024	202.35	.00	
Total 270:					202.35	.00	
7151	TETON TRUST FOR HISTORIC	100124	1ST QUARTER PAYMENT	10/01/2024	6,250.00	.00	
Total 7151:					6,250.00	.00	
3237	THE AFTERMARKET PARTS CO	83580503	SASH ASM	12/03/2024	894.14	.00	
3237	THE AFTERMARKET PARTS CO	83590974	CYLINDER	12/12/2024	371.70	.00	
Total 3237:					1,265.84	.00	
154	THE CHILDREN'S LEARNING C	122024	3RD QUARTER CONTRACT	12/20/2024	37,822.75	.00	
Total 154:					37,822.75	.00	
6810	THE TIRE RACK, INC.	MY80529	TIRES	12/16/2024	1,088.20	.00	
Total 6810:					1,088.20	.00	
70	THYSSEN KRUPP ELEVATOR C	5002673986	Vertical Harvest - SERVICE	12/18/2024	1,090.75	.00	
Total 70:					1,090.75	.00	
5298	TOOLSON TELEPHONE, INC	9995	PUBLIC WORKS FIBER LINE	12/06/2024	1,305.00	.00	
Total 5298:					1,305.00	.00	
7311	TOP TIER TOOLS LLC	CEP40702970	NEEDLE AND SOCKETS	12/10/2024	338.75	.00	
Total 7311:					338.75	.00	
7113	TOWN OF JACKSON	12172024	SHOP WITH A COP	12/17/2024	2,175.00	2,175.00	12/17/2024
Total 7113:					2,175.00	2,175.00	
4503	TRAPHAGEN, JEROMIE	121024	TRAVEL EXPENSES	12/10/2024	479.37	.00	
Total 4503:					479.37	.00	
1949	VERIZON WIRELESS	6100124137	charges for account 871451763-0	12/01/2024	8,721.53	.00	
Total 1949:					8,721.53	.00	
244	WATTS STEAM STORE ROCKY	7277397	SERVICE FURNACE	11/26/2024	877.16	.00	
Total 244:					877.16	.00	
6226	WEST COAST CODE CONSULT	UT24-579B-01	PLAN REVIEW	12/04/2024	480.00	.00	
Total 6226:					480.00	.00	
563	WESTBANK SANITATION	4681559T022	PREVIOUS BALANCE	12/01/2024	2.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 563:					2.44	.00	
1640	WESTERN STATE	IN003014183	PARTS DELIVERY	12/02/2024	100.00	.00	
Total 1640:					100.00	.00	
472	WHITE GLOVE CLEANING, INC.	2115B	HOUSE CLEANING	12/05/2024	149.49	.00	
472	WHITE GLOVE CLEANING, INC.	2140B	HOUSE CLEANING	12/05/2024	173.25	.00	
472	WHITE GLOVE CLEANING, INC.	2143B	MOVE OUT CLEAN	12/05/2024	307.40	.00	
472	WHITE GLOVE CLEANING, INC.	2144B	HOUSE CLEANING	12/05/2024	91.58	.00	
472	WHITE GLOVE CLEANING, INC.	2160B	HOUSE CLEANING	12/04/2024	704.88	.00	
472	WHITE GLOVE CLEANING, INC.	9965	PARKING GARAGE	11/30/2024	250.00	.00	
472	WHITE GLOVE CLEANING, INC.	9967	BUNK HOUSE	11/30/2024	125.00	.00	
472	WHITE GLOVE CLEANING, INC.	9969	SNOW KING HOUSING	11/30/2024	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	9970	PUBLIC WORKS	11/30/2024	800.00	.00	
472	WHITE GLOVE CLEANING, INC.	9971	CLEAN CORE FACILITIES	11/30/2024	400.00	.00	
Total 472:					3,401.60	.00	
437	WORT HOTEL	121224	CHRISTMAS PARTY	12/12/2024	3,906.25	.00	
437	WORT HOTEL	121924 121924	EVENT	12/19/2024	4,256.99	.00	
Total 437:					8,163.24	.00	
4900	WYOMING ASSOCIATION OF R	19829	VOTING MEMBERSHIP	11/21/2024	495.00	.00	
Total 4900:					495.00	.00	
1767	WYOMING DEPARTMENT OF T	121224	NEW PLATES	12/12/2024	10.00	.00	
Total 1767:					10.00	.00	
4198	WYOMING FIRST AID & SAFETY	80008914	first aid kit resupply	12/13/2024	86.62	.00	
Total 4198:					86.62	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207169	940 SIMON	11/30/2024	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207412	155 EAST PEARL	11/30/2024	152.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207468	675 W SNOW KING	11/30/2024	344.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207544	150 E PEARL	11/30/2024	192.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207569	55 KARNS	11/30/2024	192.00	.00	
Total 2842:					920.00	.00	
7574	ZOLLIK, MICHAEL	121124	RELEASE BOND 475 S MILLWA	12/11/2024	2,000.00	2,000.00	12/11/2024
Total 7574:					2,000.00	2,000.00	
Grand Totals:					551,268.63	17,757.66	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above $0 included.

Paid and unpaid invoices included.

STAFF REPORT

Meeting Date:	January 6, 2025	**Meeting Title:**	Regular – Consent
Submitting Department:	Administration	**Presenter:**	Tyler Sinclair
Agenda Item:	Approval of Energy Conservation Works Special Excise Tax Expenditure for Community Solar Project and Letter Agreement	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for the Council to review and authorize the mayor to execute a letter agreement setting out the terms and conditions upon which Energy Conservation Works ("ECW") will contribute a maximum of $1,900,000 Special Excise Tax dollars to help construct the first community solar project in Wyoming.

Requested Action.
Staff request the Council to review and authorize the mayor to execute the letter agreement attached to this staff report.

Recommendations.
Staff recommend the Council authorize the mayor to execute the letter agreement attached to this staff report.

Background.
In 2022, the voters of Teton County approved a Special Excise Tax (SPET) proposition to provide "$5,000,000 for funding community solar and/or other local renewable energy generation; alternative fuel transportation projects; energy audits; planning, design, and construction of energy conservation and emission reduction projects." The Town of Jackson served as the project sponsor, and thus controls the disbursement of these funds. This community solar project is within the defined use of funds per the 2022 SPET ballot language.

Energy Conservation Works is partnering with Lower Valley Energy (LVE) to develop and build a 1MW community solar array. Adding 1MW of local renewable energy leverages current federal funding opportunities and secures this zero-emissions power source for at least the next 25 years. The project will be built on leased private land in Lincoln County. The value of energy produced by this solar array will be credited to project subscribers on their monthly power bill from LVE. ECW plans to launch subscription sales in early 2025 and expects to sign up about 600 subscribers. Construction should begin in Spring 2025. This letter agreement establishes ECW's obligations as a funding partner, project developer, subscriber acquisition lead, and income-qualified program coordinator.

Community solar is available to residents of multi-unit dwellings, renters, and homeowners with rooftop solar-limiting factors like HOA rules or shading and will provide direct benefits to subscribers through bill credits for the value of the electricity produced. ECW developed programs aimed at both low and middle-income households to promote equitable participation in this program. The income-qualified program will provide low-cost subscriptions to low-income households, funded primarily through ECW's 'Energizing Rural Communities' Prize from the U.S. Department of Energy. To lower the upfront cost barrier for middle-income households, the ECW Joint Powers Board will make up to $100,000 of ECW's 1.5% interest residential loan funding available to finance community solar subscriptions.

Adding locally produced solar electricity provides community-wide benefits as well. This project leverages the Investment Tax Credit Direct Pay mechanism to reinvest federal tax dollars in our community. Additionally, this project will generate electricity for at least the next 25 years with no additional cost to community members. This helps keep rates low by

avoiding purchasing more expensive power as demand and rates climb. As the first residential community solar project in Wyoming, this is a model for low-carbon, equitable, renewable energy development.

Town Attorney Colasuonno and County Attorney Gingery have reviewed this letter agreement, and the ECW Joint Powers Board discussed and unanimously approved it at their December 11, 2024, meeting.

Analysis & Key Policy Questions.

Key Policy Question: Will the Council authorize the disbursement of a maximum of up to $1,900,000 of Energy Conservation SPET funding from ECW to the Community Solar Project?

- The project met the requirements of the SPET ballot and was a specifically contemplated and described use for the funds when the ballot was presented to voters.
- This disbursement leaves approximately $3.9M available for Council to authorize for additional projects such as local renewable energy generation, alternative fuel transportation, energy audits, as well as planning, design, and construction of energy conservation and emission reduction programs.

Possible Alternatives.
Council could elect not to authorize this disbursement.

Comprehensive Plan & Priority Alignment.
This item aligns with Section 2. Climate Sustainability through Energy Conservation, specifically:

- Principle 2.1: Reduce consumption of non-renewable energy

This item also aligns with the Town of Jackson Sustainability Plan, specifically, the goal to "Increase local degeneration of renewable energy." One of the Plan's immediate strategies is to support the development of community energy projects and suggests that "The Town of Jackson can support the development of community solar, wind, or geothermal projects through grant writing support, financial support, incentives, education, and other means."

Fiscal Impact.
This project would use a maximum of $1,900,000 of the 2022 SPET dollars voters approved for ECW.

Attachments or Links.

- Letter Agreement

Suggested Motion.
I move to approve the use of up to $1,900,000 in 2022 Energy Conservation Works Community Energy Leverage Fund SPET funding for an approximately 1 MW community photovoltaic solar project and approve the letter agreement attached to this staff report.

_____ XX, 2024

Lower Valley Energy
4000 South Highway 89
Jackson, Wyoming 83001
Attention: Jim Webb, CEO

RE: The Cowboy Community Solar Project

Dear Mr. Webb:

This letter agreement ("Letter Agreement") among Energy Conservation Works Joint Power Board, a Wyoming joint power board created by the Town of Jackson and Teton County pursuant to Wyo. Stat. § 16-1-106 ("ECW"), the Town of Jackson, Wyoming, and Lower Valley Energy, a Wyoming cooperative utility ("LVE") sets forth the parties' agreement with respect to ECW's provision of certain funds from the 2022 Special Purpose Excise Tax allocated to ECW ("SPET") that will be applied to an approximately 1 MW photovoltaic solar project to be known as the "Cowboy Community Solar Project" ("Project"), in consideration for the agreement of LVE to develop, finance, construct, operate, and maintain the Project in accordance with the arrangements set forth herein.

The voters of Teton County approved in 2022 a Special Excise Tax (SPET) proposition to provide up to $5 million for funding community solar and/or other local renewable energy generation, alternative fuel transportation projects, energy audits, planning, design, and construction of energy conservation and emission reduction programs. The project sponsor is the Town of Jackson who controls the disbursement of these funds. A community solar project meets the requirements of the 2022 SPET proposition. The Jackson Town Council approves the disbursement of 2022 SPET funds toward the Community Solar Project as detailed in this letter agreement.

As a community solar project, the parties understand and acknowledge that although the Project will be owned and maintained by LVE, cooperative members of LVE shall have an opportunity to become subscribers to the Project, in which case such subscribers will make a one-time payment to LVE, as more fully described below, and thereafter, once the Project is in operation, receive an agreed credit against electric energy charges for the electricity generated by the Project. In addition to providing SPET funding to ensure that a photovoltaic solar project is constructed so that renewable energy is available to the local community, ECW is providing SPET funding for the Project in order that LVE can implement a program for low-income subscriber access to the Project. ECW and LVE agree that low-income subscriber access to the Project is a desirable feature of the Project.

The parties have prepared a pro forma base case financial model ("Financial Model") which sets forth the expected sources and uses of funds for the Project, including the payment of the SPET funds in accordance with this Letter Agreement. The Financial Model includes the parties' best projection of the costs of development and construction of the Project, the costs of operating and maintaining the Project during its expected 25-year useful life, and the source of funds for payment of all of the costs. The Financial Model demonstrates that the SPET funds, together with the subscriber payments and the financial incentives available under the Inflation Reduction Act, are sufficient to pay for the costs of the Project during its 25-year useful life.

In furtherance thereof, the parties, intending to be legally bound, agree as follows:

<u>Subscription Program</u>

1) The subscription program ("Subscription Program") will operate as follows. The parties agree that members of LVE will be eligible to subscribe as participants in the Subscription Program. Regular subscribers for one subscription in the Subscription Program will be required to make a one-time payment to LVE of a subscription fee equal to up to $900, and in exchange will receive credit for XX% of the kilowatt-hours generated by the Project against such subscriber's energy charge from LVE. For avoidance of doubt, a subscriber will receive credit for 1 kilowatt-hour of energy on its energy charge for each 1 kilowatt-hour of energy generated by the Project up to the total pro rata share to which such subscriber is entitled of the Project output. Subscribers will be entitled to subscribe to up to five subscriptions in the Subscription Program, unless there are not sufficient subscribers to take up all of the subscriptions in the Subscription Program. The parties will confer during the course of such subscription work in order to determine the ongoing success of the Subscription Program and whether to allow subscriptions in excess of the cap. ECW and LVE expect that participants in the Subscription Program will subscribe for more than one subscription, and if during the operation of the Subscription Program it appears that there is likely to be more than 800 subscribers then ECW and LVE will seek to make adjustments to the Subscription Program in order to reduce the likely number of subscribers.
2) Subscriptions will be made available generally on a first come, first serve basis, provided that Green Power program participants will be given priority if possible. Such priority will also be applicable to potential subscribers who enroll in the Green Power program at the time of applying to participate in the Subscription Program. The procedures for enrolling subscribers in the Subscription Program will be developed and agreed between ECW and LVE.
3) The following limitations and requirements shall apply to the Subscription Program:
    a. In order to make subscriptions available to all LVE members, during the first sixty (60) days of the Subscription Program, twenty percent (20%) of available subscriptions will be made available exclusively to LVE members outside of Teton County and up to twenty percent (20%) exclusively to low-income members. The percentage of subscriptions that will be made available to low-income members will depend upon the capital cost of the Project and any funds available to help subsidize low-income subscriptions. Thereafter, subscriptions will be available for purchase by any LVE member regardless of County of residence or income category.
    b. Prior to sales of subscriptions to low-income members, LVE and ECW will discuss and agree upon the criteria for qualification of potential subscribers as low-income members.
    c. A subscriber which owns a premises will be allowed to transfer the subscription to a different meter for a premises owned by that subscriber in the LVE service area if written notice is given within 30 days of moving;
    d. Subscribers in the low-income program who rent premises will be able to transfer the subscription to a different meter for premises owned or rented by such subscriber in the LVE service area if written notice is given within 30 days of moving;
    e. Subscribers who leave LVE's service area and are no longer members of LVE shall be deemed to have forfeited such subscriptions. Forfeited subscriptions will be available for purchase by other subscribers in at a discounted price that is prorated for the remainder of the expected useful life of the Project. If it is determined that such forfeiture of subscriptions is adversely impacting the success of the Subscription Program, then LVE and ECW will work together to determine whether there is a commercially reasonable alternative to such forfeiture, including payment of some portion of the amount received from a purchaser of such forfeited subscription.
4) Low-income subscribers will be required to make a one-time payment to LVE of a subscription fee equal to $100, and in exchange will receive the same credit kilowatt-hours generated by the Project

against such low-income subscriber's energy charge from LVE as is received by a non-low-income subscriber. ECW expects that the aggregate amount of subscription payments, including the discounted low-income subscription payments, will be sufficient to cover the subscriber portion of the capital costs of the Project.

5) The parties acknowledge that subscriptions in the Subscription Program are likely to occur over a period of time, and that the Subscription Program may not be fully subscribed at the time of issuance of full notice to proceed ("NTP") to the contractor for the Project's engineering, procurement of equipment for, and construction ("EPC Contractor"). The parties agree that so long as 60% of the available subscriptions have been subscribed, then LVE will issue NTP to the EPC Contractor and the Subscription Program will be effective as to those subscribers who have purchased subscriptions. ECW will continue to promote the Project and to promote subscriptions in the Project, using commercially reasonable efforts, and work with LVE to obtain sufficient subscriptions so that the Subscription Program is fully subscribed.
6) The parties acknowledge and agree that the Financial Model was utilized to develop this Letter Agreement but that the actual results of the funding and costs of the Project and the Subscription Program may vary, even materially, from the Financial Model. Accordingly, any variations or differences between the actual financial results and the financial results projected in the Financial Model shall not affect the agreements and understandings in this Letter Agreement.

ECW Obligations

1) As a contribution to the costs of the Project, including the costs of development, construction, and operation during its expected 25-year life, ECW shall pay, or the Town of Jackson shall pay, LVE up to $1,900,000 from the SPET funds made available to ECW from the Teton County Treasurer ("SPET Contribution"). The SPET Contribution shall be payable to LVE as and when such amounts are made available to ECW from the Teton County Treasurer. ECW's obligation to pay LVE the SPET Contribution shall be conditioned upon such funds being available and such SPET Contribution shall be made solely from SPET funds made available to ECW. The final amount of the SPET Contribution will be based upon the agreed final Financial Model.
2) The parties acknowledge that the SPET Contribution will be available for Project costs over time but that the capital costs of the Project must be paid as construction progresses and is completed. In order to timely pay such capital costs, LVE will provide funding during construction, which ECW agrees will be repaid from the SPET Contribution.
3) ECW shall use commercially reasonable efforts to lead, in close cooperation and with the material assistance of LVE, community engagement, subscription solicitations, and acquisition of subscribers to the Project. ECW, through its staff, will be the initial contact point for potential subscribers and will undertake the initial intake work of identifying and qualifying potential subscribers, including low-income potential subscribers, and directing them to LVE's web portal. ECW and LVE will coordinate to determine whether a subscriber qualifies to purchase a subscription, including a low-income subscription.
4) ECW will identify those potential subscribers who qualify for the low-income program described herein. The parties anticipate that such low-income potential subscribers will apply to ECW to participate in the program, ECW will qualify such subscribers, and then such subscribers will be eligible for the low-income program as described herein.
5) ECW shall use commercially reasonable efforts to promote the Project and to promote subscriptions in the Project. In connection with such efforts, ECW shall use commercially reasonable efforts to promote LVE's "Green Power" program in order that subscribers become aware of the opportunity to participate in such program, and, if subscribers elect to participate in such program, then to advise LVE of such election for further processing.

6) During operation of the Project, ECW will work with LVE on engagement and communications with subscribers, assisting LVE with subscriber requests and issues, and serving as a point of contact for the Project.

LVE Obligations

1) LVE, at its cost, will be responsible for developing, financing, constructing, operating and maintaining, and insuring the Project, in each case using prudent industry practices. Prudent industry practices means with respect to the engineering, procurement, design, construction, operation and maintenance of the Project, those prudent and good practices, methods, techniques, codes, processes, acts, equipment, and standards of safety and performance, as the same may change from time to time, as are commonly used, or are generally accepted in the engineering, procurement, construction or construction management, operations and maintenance, of photovoltaic solar electric generation facilities with a complexity similar to the Project, which in the exercise of prudent, proper, and reasonable judgment, in light of facts known or which reasonably should have been known at the time the decision was made, and after due and diligent inquiry, would have been expected to satisfy the requirements and desired results in a manner consistent with professional, economical, expeditious, timely, reliable, safe, workmanlike and good business practices and with due regard for industry codes, international standards, manufacturer warranties, and applicable laws. For avoidance of doubt, LVE will operate and maintain the Project using prudent industry practices to maintain the expected energy output of the Project, giving due regard to wear and tear and degradation of the Project equipment. LVE will use commercially reasonable efforts to pursue any warranty claims for defective work and equipment, and will use commercially reasonable efforts to repair or replace Project equipment required to maintain the expected energy output of the Project during its expected useful life. If a sudden and catastrophic event occurs that damages the Project such that the proceeds of insurance are not sufficient to rebuild the Project in a commercially economic manner, then if the cost of rebuilding the Project would be detrimental to the membership as a whole, then LVE may, at its sole discretion and cost, terminate the Project with no further liability to ECW.
2) LVE will administer the Subscription Program, including maintaining a list of subscribers, transferring subscriptions if permitted, and applying the energy credit against subscriber energy charges for such subscriber's share of energy output from the Project. LVE will prepare the documents required for the Subscription Program and will maintain required records for such program. The parties agree that appropriate information concerning a subscriber's participation in the Subscription Program and appropriate information about the operation and generation of the Project will be available on the websites regularly hosted and maintained by LVE. LVE will provide ECW with a link to the website showing the energy generated by the Project.
3) As part of Project costs, ECW has incurred staff time costs and will incur costs to market the Subscription Program and engage with potential subscribers. LVE will reimburse ECW for such costs in an amount not to exceed $80,000 upon LVE's receipt of SPET funds in accordance with this Letter Agreement. ECW will provide LVE with documents and other information supporting such costs.
4) For avoidance of doubt, the community solar agreements in this Letter Agreement shall be separate from the Green Power program and any amounts received by ECW in respect of the Green Power program.

Any amendments to this Letter Agreement must be in writing and signed by both parties. The parties hereby agree that this Letter Agreement constitutes the final, complete, and exclusive agreement of the parties with respect to the subject matter thereof and supersedes all prior understandings and agreements relating to such subject matter. This Letter Agreement shall be governed by Wyoming law. This Letter Agreement

may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

If the foregoing is acceptable to you, please sign and date this Letter Agreement in the space provided below and return it to me.

Energy Conservation Works

By:_____

Its:_____

For the purpose of approval of the SPET funding:

TOWN OF JACKSON

_____

Hailey Morton Levinson, Mayor

ATTEST:

_____

Riley Taylor, Town Clerk

Accepted and Agreed:

Lower Valley Energy

By:_____

Its:_____

STAFF REPORT

Meeting Date:	January 6, 2025	**Meeting Title:**	Town Council Meeting
Submitting Department:	Fire / EMS	**Presenter:**	Raymond Lane, Fire Marshal
Agenda Item:	Appointment of Special Municipal Officers	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is to appoint individuals as Special Municipal Officers with specific authority to issue citations for certain violations of the Jackson Municipal Code.

Requested Action.
Staff requests Council appoint the following individuals as Special Municipal Officers

- Raymond Lane
- Lisa Potzernitz
- Ethan Rosenberger
- Bobbi Clauson

Recommendations.
Staff recommends Council appoint Raymond Lane, Lisa Potzernitz, Ethan Rosenberger, Bobbi Clauson as Special Municipal Officers.

Background.
Wyoming State Statute §15-1-103(a)(l) provides that "[t]he governing bodies of all cities and towns may: ... Appoint special municipal officers, who are not certified as peace officers, to issue citations to individuals for the limited purpose of enforcing ordinances, resolutions and regulations in the areas of animal control, parking and municipal code enforcement.".

Consistent with the authority established in the state statute, Jackson Municipal Code §15.08.010 provides that "The Fire Code Official and the Fire Inspectors of the Jackson Hole Fire and EMS Department, appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the provisions of this Chapter 15.08 as set forth by Wyo. Stat. Ann. § 7-2-103(e) and Wyo. Stat. Ann. § 15-1-103(a)(l).

Analysis & Key Policy Questions.
Wyo. Stat. Ann. § 35-9-121 provides that the state fire marshal is to delegate authority to municipalities which apply to enforce and interpret local or state fire and electrical standards as long as the municipal standards meet the requirements of applicable state law. Jackson Hole Fire / EMS has been the enforcing agency for Fire Code since the Department's creation. The local enforcement statue also requires anyone enforcing provisions of the Fire Code to hold a minimum of International Code Council Fire Inspector 1 the below staff hold that certification.

The Fire Code is unique in that, unlike the Building or Electrical Codes, the Fire Code is a maintenance code. This means existing buildings not conducting permit required work must always comply. This can create difficult compliance issues since there may not be a permit to "not issue" to gain compliance. The staff listed in this staff report are the ones who conduct inspections as part of their normal job duties. Conducting existing building inspections can be a complicated and long process and having each staff member be able to follow through from initial inspection to final re-inspections/ compliance is important for consistency throughout the process.

- Raymond Lane was hired on 09-20-22 as the Fire Marshal for Jackson Hole Fire / EMS.
- Lisa Potzernitz was hired on 09-07-21 as a Fire Inspector for Jackson Hole Fire / EMS.
- Ethan Rosenberger was hired on 12-19-22 as a Fire Inspector for Jackson Hole Fire / EMS.
- Bobbi Clauson was hired on 5-01-17 as a Fire Inspector for Jackson Hole Fire / EMS.

Possible Alternatives.
Council could elect not to appoint Special Municipal Officers for citations for violations of the provisions of Chapter 15.08.

Comprehensive Plan & Priority Alignment.
This item aligns with the Comprehensive Plan Policy 8.1.a -the delivery of quality levels of service to the community.

Fiscal Impact.
Issuing of citations may result monies being remitted to the Town from fines assessed to gain compliance. However, citations will be used as a last resort and fines are not counted as revenue.

Staff Impact.
Preparation of this staff report took approximately one hour of time from the Fire Department and, approximately, one hour of time for review and coordination with the Town Legal and Administrative Departments.

Attachments or Links.
None.

Suggested Motion.
I move to appoint Raymond Lane, Lisa Potzernitz, Ethan Rosenberger, and Bobbi Clauson as Special Municipal Officers for the Town of Jackson, to have specific authority to issue citations for violations of the provisions of this Chapter 15.08 as set forth by Wyo. Stat. Ann. § 7-2-103(e) and Wyo. Stat. Ann. § 15-1-103(a)(l).

STAFF REPORT

Meeting Date:	6 January 2025	**Meeting Title:**	Town Council Regular - Consent
Submitting Department:	Public Works	**Presenter:**	Floren Poliseo
Agenda Item:	MOU between Town and Teton County/Jackson Parks & Recreation	**Public Comment:**	yes

Purpose & Policy Considerations.
The purpose of this item is for Council to consider a Memorandum of Understanding (MOU) with the Teton County/Jackson Parks & Recreation Department (P&R) regarding grounds maintenance at the Recreation Center property.

Requested Action.
Staff requests that Council review the MOU and vote on whether to approve it.

Recommendations.
Staff recommends approving the MOU and authorizing the Mayor to execute it.

Background.
The Recreation Center is located at 220 North King Street in Jackson. The Town owns the property, and P&R has long operated the facility. At the same time, the Town Public Works Department (PW) and P&R have shared responsibility for maintaining the on-site public parking lot, and PW has maintained the neighboring Home Ranch parking lot. A recent large-scale capital improvement project expanded the Recreation Center, extended North King Street to connect Gill Avenue with Millward Avenue, upgraded underground public utility infrastructure, and reconfigured the on-site parking lots.

In order to ensure proper maintenance of the new assets, the attached working agreement between PW and P&R for upkeep of the newly installed grounds and infrastructure is being proposed. Staff coordinated with the Town Legal Department to draft the MOU.

Analysis & Key Policy Questions.
Does Council agree with staff from PW and P&R regarding the division of responsibilities associated with the improvements?

Highlights of the Memorandum of Understanding Between the Town of Jackson and Teton County/Jackson Parks & Recreation are:

- P&R will be responsible for
  - All routine and major maintenance of any kind of the Teton County Community Recreation Center building (whether inside or on the exterior of the building); and
  - Except as provided in Paragraph 4.A, all routine and major maintenance of the surface infrastructure on parcel 22-41-16-27-3-00-017 and 22-41-16-27-3-00-025, which maintenance includes but is not limited to, pothole repair, cracks, striping, resurfacing, sanding, snow plowing, snow removal, lights (and all lighting appurtenances), and landscaping; and
  - All water, wastewater, and stormwater infrastructure to the point of connection with the public utility infrastructure mains.
- The Town will be responsible for
  - Routine and major maintenance of North King Street from back-of-curb to back-of-curb, which includes but is not limited to, pothole repair, cracks, striping, resurfacing, sanding, snow plowing, and snow removal; and
  - Routine and major maintenance, repair, and replacement of the public utility infrastructure mains.

These terms were coordinated and agreed to among Department Directors, management, and operations staff from both PW and P&R.

Possible Alternatives.
Council could alternatively approve the MOU with directed modifications or vote against the MOU.

Comprehensive Plan & Priority Alignment.
This MOU aligns with Chapter 8: Quality Community Service Provision. This public space and the Recreation Center itself support myriad other Comprehensive Plan policies and goals.

Fiscal Impact.
The Town's costs associated with this item are:

- Operating costs for PW staff and equipment performing roadway and underground utility maintenance
- Capital costs of maintaining the roadway and utility assets
- Shared costs with P&R for maintaining all site assets/features other than those listed as Town responsibility (assuming the joint P&R Department undertakes the responsibilities of this MOU for the County).

These costs are incremental additions to the needs in place prior to the expansion project and were anticipated with the expansion project. The necessary work and costs are, and will continue to be, accounted for in the ongoing annual planning for fiscal year operating budgets of both Departments.

Staff Impact.
Staff from the PW, P&R, and Legal Departments spent a total of approximately 20 hours discussing agreeable terms for operations and producing the MOU, Exhibit, and this staff report.

The clearly delineated responsibilities between PW and P&R will save both Departments time in coordinating each year and in times where one or the other Department may be short-staffed. The MOU will additionally save PW Street Division time in not maintaining the parking, but will add time for PW Street Division to maintain the street. Water and wastewater infrastructure previously existed at this site, so there will be no substantive change in time spent by PW Water and Wastewater Divisions to maintain the newly replaced underground utility infrastructure. The new stormwater treatment unit adds to PW maintenance responsibilities, but protects the system downstream from other maintenance impacts that would otherwise need to be addressed more frequently. Lastly, this new section of the Cache Tube will reduce overall maintenance efforts on this portion of the Town's stormwater and creek conveyance system.

Attachments or Links.
MOU and Exhibit

Suggested Motion.
I move to approve the Memorandum of Understanding between the Town of Jackson and Teton County/Jackosn Parks & Recreation Department.

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

This Memorandum of Understanding ("**MOU**") is made and entered into this __ day of _____, 2025 ("**Effective Date**"), by and between The Town of Jackson, a Wyoming municipal corporation, whose address is P.O. Box 1687, Jackson WY 83001 ("**Town**"), and Teton County, a Wyoming County, whose address is P.O. Box 1727, Jackson, WY 83001 ("**County**"), together "**Parties**."

1. Purpose. The purpose of this MOU is to establish the responsibilities of the Town and the County with respect to the newly remodeled Teton County Community Recreation Center building and infrastructure located on parcels 22-41-16-27-3-00-017 and 22-41-16-27-3-00-025 and North King Street, all as more specifically depicted on Exhibit A, attached hereto and made a part hereof by this reference.

2. Term of MOU. This MOU shall remain in full force and effect from the Effective Date until such time as the Parties agree in writing to modify, supersede by separate agreement or terminate this MOU. This MOU may be terminated with 180 days' notice by either Party upon written notice, which notice shall be delivered by certified mail to the addresses listed below.

3. Responsibilities of the County. Teton County understands, covenants, and agrees that it is solely responsible for, all as shown on Exhibit A:
   - A. All routine and major maintenance of any kind of the Teton County Community Recreation Center building (whether inside or on the exterior of the building); and
   - B. Except as provided in Paragraph 4.A, all routine and major maintenance of the surface infrastructure on parcel 22-41-16-27-3-00-017 and 22-41-16-27-3-00-025, which maintenance includes but is not limited to, pothole repair, cracks, striping, resurfacing, sanding, snow plowing, snow removal, lights (and all lighting appurtenances), and landscaping; and
   - C. All water, wastewater, and stormwater infrastructure to the point of connection with the public utility infrastructure mains.

4. Responsibilities of the Town. The Town understands, covenants, and agrees that it is only responsible for, all as shown on Exhibit A:
   - A. Routine and major maintenance of North King Street from back-of-curb to back-of-curb, which includes but is not limited to, pothole repair, cracks, striping, resurfacing, sanding, snow plowing, and snow removal; and
   - B. Routine and major maintenance, repair, and replacement of the public utility infrastructure mains.

5. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business

hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

Teton County:
Teton County, Wyoming
ATTN: County Clerk
P.O. Box 1727
Jackson, Wyoming 83001
Email:

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

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision.

6. General Provisions.

A. *Amendments*. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

A. *Applicable Law*. This MOU shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming.

B. *Entirety of MOU*. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

C. *Severability*. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. *Governmental Immunity*. The Town and Teton County do not waive their respective governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

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

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

Teton County, Wyoming	Town of Jackson, Wyoming
_____	_____
_____ Chair	Arne Jorgenson Mayor
Date_____	Date _____
Attest:	Attest:
_____ Maureen E. Murphy County Clerk	_____ Riley Taylor Town Clerk

EXHIBIT A to Memorandum of Understanding
RE: Jackson Parks & Recreation

Town Responsibilities

TCJPR Responsibilities

EX. 48" CACHE CREEK TUBE

PLACE INLET EROS
PROTECTION NEXT
ALONG MERCILL. MAINTAIN
THROUGHOUT
CONSTRUCTION

PROVIDE 60 LF STRAW WATTLE
THIS AREA TO PREVENT RUNOFF
TO NEIGHBORING PROPERTY

COMPACT SPACES

NORTH PARKING
26 PARKING
SPACES

5' SIDEWALK

TREATMENT
UNIT

6.5' SIDEWALK

6' SIDEWALK

11' SIDEWALK

ARTIFICIAL
TURF

RAISED
PEDESTRIAN
CROSSING

48" CACHE CREEK TUBE
STORM DRAIN

6" SANITARY SEWER MAIN

11' CONCRETE
BUS PULLOUT

EXISTING
BUILDING
FFE = 6232.50'

PROPOSED
SPLASH PAD
AREA

ONE
WAY

ONE
WAY

6' SIDEWALK

COMPACT

COMPACT

COMPACT

WEST PARKING
96 PARKING
SPACES

SOUTH PARKING
44 PARKING
SPACES

Parcel: 22-41-16-27-3-00-025

Parcel: 22-41-16-27-3-00-017

CAP EX. 84" x 36"
RECTANGULAR CCT

EX. 30" STORM DRAIN

GILL ST.

CAP EX. 84" x 36"
RECTANGULAR CCT

SCOPING STAFF REPORT

Meeting Date:	January 6, 2025	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Planning Department	**Presenter:**	Paul Anthony
Agenda Item:	Scoping Report on Affordable Non-residential Floor Area	**Public Comment:**	No

Purpose & Policy Considerations.
Town Council voted for staff to draft a scoping report about the time and staff capacity it will take to research methods of creating affordable non-residential space in every new or significantly remodeled commercial development in the Town of Jackson.

Requested Action.
Please consider this item in tandem with Council's calendar and priority list to determine how much time, if any, staff should spend on researching affordable non-residential space.

Recommendations.
Staff recommend this item be added to the list of potential Work Plan projects to be reviewed by the Council at its annual retreat in February, 2026.

Background.
At its September 16, 2024, meeting, Town Council voted for staff to draft a Scoping Report examining possible methods for creating affordable non-residential space in every new or significantly remodeled commercial development in the Town of Jackson.

Key Policy Questions.
Question #1: Does Council want to proceed with research related to affordable non-residential floor area and if so, what other priority(s) will need to be delayed, deferred, or replaced?

Question #2: Does Council want to expand current research focus of commercial development to include research into Accessory Uses in residential zones?

Analysis.
The selected topic for this scoping report is broad. It is staff's general understanding that some Council members may be concerned that "gentrification" of commercial space is significantly diminishing opportunities for local and local-serving enterprises to survive, much less thrive, in the Town. If this is correct, then presumably the Council would be interested in investigating zoning tools and possibly non-zoning tools (building/fire codes, economic development strategies, community land trusts, etc.) to address this issue. Some of these options would likely be beyond the scope and expertise of what the Planning Department does.

Staff note too that any decision to move forward with this item would require significant clarification of the goals and outcomes desired. This issue is more complex than it may seem at first glance. For instance, what types of businesses or activity do we want to encourage? Local businesses? Small businesses? Local-serving

businesses? Non-profit creative spaces (artists)? The issue is that these categories are not always distinct and can overlap in sometimes contradictory ways. For example, a business might be locally-owned but serve primarily non-local clientele (high-end jewelry or boutique clothing store), or might be a national chain but service local needs (TJ Maxx, Target); or might be "small" (employs less than 5 - 10 people) but exclusively serves clients in other parts of the country or world (financial services firm) and so has little connection or direct contribution to the community. Thus, depending on your perspective, "local" and "small" may not always be good and "chain" may not always be bad. Each local economy and community is different and so must be the approach for identifying the problems and solutions. For this reason, if this effort moves forward, staff would need to gain a better understanding of not only the Council's specific goals but the business needs and affordability issues facing businesses in the Town of Jackson. This might include, for example, conducting a survey of local stakeholders, business owners, art and cultural resources leaders, property owners, real estate firms, and business organizations like the Chamber of Commerce.

Nevertheless, staff is aware of this general issue and notes that recent commercial redevelopment in Town has often resulted in decreased opportunities for smaller, local businesses by demolishing older and typically more affordable commercial spaces and replacing them with larger, more expensive spaces (both commercial and residential). In general, communities with a diversity of uses, unit sizes, and structure ages tend to offer the greatest opportunities for commercial ownership that can lead to increased affordability for entrepreneurs and creative types. In turn, greater affordability can increase the number of businesses owned by people of color, women, and other minority groups within an area.

For purposes of the Council's discussion, staff conducted preliminary research into how some other communities are trying to promote smaller, local businesses and artistic/cultural spaces in the face of market barriers. While a few communities have adopted some sort of mandatory program, most seem to use incentive programs that allows the landowner to voluntarily choose to use the incentive or not. Below are a few examples of actual programs adopted around the country:

Park City, UT

- Within Historic Recreation District and Historic Commercial District (i.e. area arguably equivalent to Jackson Town Square but larger), no more than seven (7) Conventional Chain Businesses are permitted in Storefront Properties per district.

Boston, MA

- Increased FAR if the following uses are provided at ground level: Neighborhood Businesses, On-Site Child Care Facilities, Community Service Organizations, Community Health Centers or Clinics, Substantially Rehabilitated Theaters, Temporary Housing Shelters, and Nonprofit Cultural Uses.

San Francisco, CA

- Established Legacy Business Historic Preservation Fund that provides financial assistance / grants to landmark businesses.
- Formulaic ["chain"] business ordinance: Requires that any business with more than 11 locations worldwide apply for a special use permit. Approval criteria include how many similar businesses in area, whether applicant would "add" something the neighborhood doesn't already have.

NYC

- Certain districts (ex: upper west side) limit linear store frontage of certain uses. Spurred from too many ground floor banking businesses which did not adequately activate/add interest to pedestrian zone.

Austin, TX

- A few articles mention "set aside" incentives to include floor area dedicated to locally owned businesses or for certain portion of structure to be commercial condo. However, we have not found the code language for it directly in City of Austin LDRS/LMC. As far as we can tell this is accomplished via development agreements.

Bellevue, WA

- Bonus incentives for offering below market leases to "qualified business."

Redmond, WA

- Floor area and height bonuses for dedicated local commercial or affordable commercial.

Portland, OR

- Floor area and height bonuses for development that provides a public or community benefit. (i.e. cultural or art floor area).

Estimated Time and Cost for Staff Resources

The following table provides rough estimates for staff resources to accomplish a variety of options to address affordability of commercial space through changes to the LDRs.

Project	**Staff time / Project time**	**Cost**	**Council Meetings**
New program to **require affordable commercial space** as part of new projects (similar to our housing mitigation program)	200 - 400 hrs / 2 - 3 years	$200K - $400K (consultant)	7 – 9
Amend LDRs to **create incentives** (e.g., extra FAR, mitigation exemptions,) for inclusion of small or incubator space for business start-ups in new and redevelopment projects.	75 – 100 hrs / 8 months – 1 year	Staff time only (no consultants)	5 - 7
Amend LDRs to **remove existing barriers** to small businesses and/or retain existing, older commercial spaces (e.g., relax nonconforming regs, eliminate housing mitigation credits, allow more office/residential zoning). Could combine this with creating incentives.	75 – 100 hrs / 8 months – 1 year	Staff time only (no consultants)	5 - 7
Amend LDRs to **prohibit formula (chain) restaurants** and/or retail stores	100 – 150 hrs / 1 -2 years	$20K - $50K (consultant)	6 - 8

Amend LDRs to adopt set-aside requirements or incentives specifically for certain **Town-owned projects**	50 – 100 hrs / 8 months – 1 year	Staff time only (no consultants)	5 - 7

Fiscal Impact.
As shown above in the table, staff estimates that the cost to research, draft, and present LDR changes supportive of affordable non-residential floor area depends greatly on the scope of the project but could range from $0 - $400,000. This estimate includes the potential cost of hiring a consultant, conducting and analyzing surveys, and public communication.

Staff Impact.
As shown above in the table, staff estimates that the number of staff hours (Planning staff and Town Attorney mostly) to research, draft, and present LDR changes supportive of affordable non-residential floor area depends greatly on the scope of the project but would range from 50 – 400 hours.

Town Council will set its priorities for the next two years at the upcoming Council retreat tentatively scheduled for February 2025. If Council wants to move forward with research and action on this item, it will need to consider delaying, deferring, or replacing other already agreed upon priorities.

Staff spent approximately 12 hours preparing this research, staff report, and presentation.

Attachments or Links.
None.

Suggested Motion.
I move to direct staff to place this item on the PI list for future consideration.

STAFF REPORT

Meeting Date:	January 6, 2025	**Meeting Title:**	Town Council Regular Meeting
Submitting Department:	Administration	**Presenter:**	Tyler Sinclair Town Manager
Agenda Item:	Resolution 25-04 - A Resolution Declaring a Vacancy in the Office of Town Council; and Consideration of a Process to fill that Vacancy	**Public Comment:**	Yes

Please note that this staff report has been finalized and updated since the release of a draft report on December 19, 2024.

Purpose & Policy Considerations.
Pursuant to Wyoming Statutes and the Jackson Municipal Code, the Town Council must adopt a resolution declaring a vacancy on the Town Council and then follow a procedure for filling that vacancy.

Requested Action.
Staff requests Council:

1. Adopt Resolution 25-04 declaring a vacancy in the position of Town Council;
2. Approve the recommended process to fill that vacancy, or set an alternate schedule; and
3. Set a Town Council Special meeting(s) to conduct interviews, make a selection, and appoint a Councilmember.

Recommendations.
Staff recommend the Council adopt Resolution 25-04 declaring a vacancy on the Town Council, approve a process to fill that vacancy, and set special Town Council meetings to make an appointment to the vacant seat.

Background/Proposal
On January 6, 2025, the Town of Jackson anticipates there will be a vacant seat on the Town Council after Councilmember Arne Jorgensen is administered the Mayoral oath of office. The Mayor Elect and new Councilmembers will take the oath of office the morning of January 6. That evening, during its Regular 6:00pm Meeting, the new Town Council will be asked to declare a vacancy on Council and then consider a proposed application, selection, and appointment process for the vacant Town Council seat.

In anticipation of this item staff released a press release, placed advertisements in the local media and posted a draft of this staff report on the Town website beginning the week of December 16. The purpose of these actions was to make the public aware of the item to be discussed tonight and to make residents aware of the anticipated application process. To date staff have been contacted by multiple residents interested in making application.

Pursuant to Section 2.04.060 of the Municipal Code, the Town Council must adopt a resolution declaring a vacancy and follow a process for filling that vacancy. The process must include establishing an application, setting an application deadline, narrowing down the applicants to a maximum of five for public interviews, and appointment by successive votes until one of the qualified applicants receives a simple majority of votes. After adoption of Resolution 25-04, staff recommends Council approve a process and timeline to fill the vacancy. Staff have identified the most expeditious schedule as a starting point for discussion with Special Meetings in 2025 on Wednesday, January 15, Thursday, January 16, and Friday, January 17 all at 9:00AM to move through the process and make an appointment. Should these dates not be preferred by Council, staff would suggest the week of January 27 or February 3, with the goal to complete the selection process prior to the 2025 Town Council Retreat, scheduled for February 12 and 13. Staff have provided a draft selection process schedule below that can be adjusted based upon the dates approved by Council.

Procedure and Timeline for Selection of Town Councilmember		
Date	**Time**	**Action**
Monday, January 6	Reg. Mtg.	Declaration of vacancy and presentation of proposed selection process.
Tuesday, January 7	8AM	Press release published with instructions/deadline to apply for Town Council seat. Vacancy notice posted on Town website and sent to appointed boards.
January 7 - January 10	Upon Receipt	Town Clerk reviews applications as they are submitted to determine eligibility.
Friday, January 10	12PM	Deadline for applications to be submitted to the Town Clerk.
Friday, January 10	1PM	Final review of applications to determine eligibility.
Friday, January 10	3PM	Eligible applications scanned and distributed to Town Council.
Wednesday, January 15	9AM	Special Council Meeting to select 5 or fewer finalists to be interviewed and determine interview questions and topics.
Wednesday, January 15	1PM	Finalists notified of interview times to take place Thursday, January 16.
Thursday, January 16	9AM	Special Council Meeting to interview finalists and appoint Councilmember.
OR		
Friday, January 17	9AM	Special Council Meeting to complete interviews and appoint Councilmember.
Friday, January 17	11AM	Oath of Office administered for new Councilmember.

Staff have also attached a draft application for consideration by the Council to accompany the selection process. Council should review the proposed draft and propose amendments Council deems appropriate at the meeting.

Currently, Town ordinances state that Council shall interview not more than five applicants during the selection process. If Council wants to interview more than five applicants, it would need to amend the current ordinance through the regular three- reading ordinance amendment process (the readings must be a minimum of ten days apart). If there are more than five applicants, staff recommend using a selection process to assist in narrowing the number of applicants to five or fewer to be interviewed. Staff will facilitate rounds of anonymous written voting during an in-person meeting. This selection process will help Council work toward mutual agreement by conducting rounds of voting until a narrowed down list is reached to begin selection of the applicants to interview. For each round, once staff has responses from all Councilmembers, we will collate them to determine applicants with the most votes. Applicants selected with frequency will be compiled in a new list for redistribution and Council may undertake a second selection round. After each round, responses will be aggregated and shared with Council anonymously. If desired, members of Council may adjust their choices in subsequent rounds, based on previous group responses. Through as many rounds as selected by Council, this process will create a narrowed down list of applicants to assist Council in selecting, five or fewer applicants to interview.

At the first meeting when applicants are selected to be interviewed, Council will also be provided a draft list of potential interview questions and interview topics. Council will be asked to review these questions and topics, make any amendments/additions, and consider approving a final list of standardized questions and topics prior to interviewing applicants.

The purpose of the second and, if needed, third meeting will be to interview 5, or fewer, applicants and make an appointment. Staff notes that deliberations on the appointment may be conducted in an Executive Session pursuant to Wyo. Stat. §16-4-405 *et seq*. The final appointment will be made by successive public votes until one finalist receives a simple majority of votes by Council in public session.

Should Council be unsuccessful in making a selection, options to consider include:

- Select 5, or fewer, other finalists from the applications, repeating the process.

- Readvertise the call for applicants to fill the vacancy and repeat the process.

Analysis.
Staff find that in order to move forward with conducting the Town's business, it is important to fill this vacancy. In addition, staff find that it is important to fill this vacancy prior to conducting the Town Council retreat where Council training will occur, and Council will enter into a dialogue and set its priorities. The Town Council Retreat is currently scheduled for February 12 and 13.

Possible Alternatives.
Town Council may choose to adjust the timeline and the dates/times for the proposed special meetings as they deem appropriate.

Comprehensive Plan & Priority Alignment.
Filling this vacancy is important to successfully realize the vision of the Comprehensive Plan.

Fiscal Impact.
The fiscal impact of filling this vacancy will be the salary and benefits of this Town Councilmember. This Town Councilmember, being sworn into office after January 1, 2025, will have an annual salary of $41,000.

Staff Impact.
The staff impact to date on this issue has been 19 hours. The staff impact of the proposed advertising, review, preparation for special Town Council meetings and time spent at special Town Council meetings is estimated at 54 hours. Facilitating the selection and appointment process will utilize approximately 20 hours of staff time.

Attachments or Links.
- Resolution 25-04.
- Draft Application for Town Council.

Suggested Motions.

Item 1
I move to approve Resolution 25-04 as presented, AND

Item 2
I move to approve the application, process, and timeline to fill the Town Council vacancy as proposed ***(or as amended by Council)*** and set special Town Council meetings for ***(insert dates and times)*** to select finalists, conduct interviews, and fill the vacancy on Town Council.

RESOLUTION 25-04

A RESOLUTION DECLARING A VACANCY IN THE OFFICE OF TOWN COUNCIL

WHEREAS, Wyoming Statute §15-1-107(b) requires the governing body, by ordinance, to specify the procedure for determining whether a vacancy exists in the office of Town Council; and

WHEREAS, Section 2.04.060 B. of the Jackson Municipal Code sets forth the procedure for declaring a vacancy in the office of Town Council and requires a resolution declaring such a vacancy be adopted prior to beginning any procedure for filling that vacancy; and

WHEREAS, pursuant to Wyoming Statute §22-23-404, Arne Jorgensen's term of office as Mayor commenced today, January 6, 2025 and pursuant to Wyoming Statute §22-23-405, Arne Jorgensen was administered the required constitutional oath of office at approximately 10:00AM today, January 6, 2025;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, a vacancy exists in the office of Town Council for a 4-year term ending January 2027.

PASSED, APPROVED, AND ADOPTED this 6th day of January 2025.

TOWN OF JACKSON

_____

Arne Jorgensen, Mayor

ATTEST: _____

Riley Taylor, Town Clerk

DRAFT | Application for Town Council

Qualifications for Holding Office
Candidates for municipal office must be qualified electors and residents of the Town.

Application Questions
Please answer each question on this application and submit a resume outlining your work experience and a letter of interest for the position of Town Council member.

1. Full Name:
2. Residence Address:
3. Mailing Address:
4. Home Phone Number:
5. Cell Phone Number:
6. Email Address:
7. I am over 18 years of age: Yes/No
8. Resident of the State of Wyoming Since (*month/year*):
9. I affirm I am a registered voter in the Town of Jackson: Yes/No
10. I affirm that I am not currently adjudicated mentally incompetent: Yes/No
11. I affirm that I have not been convicted of a felony, or if I have been convicted of a felony, that my civil or voting rights have been restored: Yes/No
12. I understand that the current schedule for regular Town Council meetings includes 1:30PM and 6PM meetings on the first and third Mondays of each month. Yes/No.
13. I understand that special Town Council meetings, in addition to regular Town Council meetings, may be called by the Mayor or a majority of Council as needed. Yes/No.

14. I understand that if selected, I will be appointed to fill the remainder (approximately 2 years) of a 4-year term that expires January 2027. Yes/No.

15. Please describe any experience as a member of a board or decision-making body.

16. What do you see as the major challenges and opportunities facing the Town of Jackson?

17. Given your understanding of Jackson's town government, what issues would you like to see the town focus on?

18. What do you see as your role working in a team environment? How do you handle disagreement/conflict with colleagues about an issue or decision?

19. What do you see as the role of local government?

20. Thinking about Jackson's future, what excites you? What worries you? What role, if any, might local government play in crafting that future?

21. Please describe any conflicts of interest you may have or projects/issues on which you may need to recuse yourself.

Please attach additional pages if necessary as well as a letter of interest and resume.

STAFF REPORT

Meeting Date:	January 6, 2025	**Meeting Title:**	Town Council Regular - Consent
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Extension CenturyLink Franchise Agreement	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to review and consider another four-month extension of the current franchise agreement between the Town and CenturyLink.

Requested Action.
Staff requests Council review and consider the ordinance extending the franchise agreement between the Town and CenturyLink for a four-month period attached to this staff report.

Recommendations.
Staff recommends Council approve the ordinance extending the franchise.

Background.
The Town and CenturyLink last entered into a franchise, pursuant to which CenturyLink provides telecommunications services to residents and businesses within the Town, in 2019. The term of the franchise was four years, or until December 31, 2023, after which time the franchise became a "holdover" franchise on a month-to-month basis through June 30, 2024. If a new franchise is not entered by June 30, 2024, or an extension granted, then general principles of law control with respect to termination of the franchise.

In accordance with the provisions of the existing franchise, the Town Attorney contacted CenturyLink in May of 2023 to enter "good faith negotiations regarding renewal of the franchise." The parties are still in negotiations at this time.

Throughout 2024 Council authorized multiple extensions and, at this point, only the fee remains to be negotiated. The parties do, however, need more time to finalize the fee details.

Analysis & Key Policy Questions.
Is Council willing to extend the CenturyLink franchise for 120 days?

- **Policy Considerations**. Important policy issues associated with this item include that 1) Telecommunications services are a critical service to residents and businesses within the Town of Jackson and the service will be able to continue during the extension; and 2) CenturyLink will continue to pay the franchise fee during the extension.
- **Staff Recommendation.** Staff recommend Council approve the ordinance granting another four-month extension, during which time the Town Attorney will finalize all terms and conditions and, specifically, negotiate an appropriate fee for CenturyLink to operate within the rights-of-way of the Town. The Town Attorney will ultimately provide a contract (via ordinance) for the Council to consider.

Possible Alternatives.
Council may elect to reject the extension, thus terminating the franchise, and direct the Town Attorney to provide options for next steps with respect to CenturyLink.

Comprehensive Plan & Priority Alignment.

This item aligns with Section 8, quality service delivery to the public, as reliable and quality communications infrastructure is critical to, not only economic health, but general health, safety, and welfare of residents and visitors alike.

Fiscal Impact.
The fiscal impact of continuing the franchise I neutral, CenturyLink will continue to pay the agreed-upon franchise fee in the 2019 Agreement during the extension period. The fee is $25,000 per year, paid in quarterly installments.

It should be noted that telecommunications franchise negotiations do involve professional services, as the Legal Department, usually and in this case is doing so, works with a telecommunications law firm with expertise in this area when renegotiating these contracts.

Staff Impact.
The staff impact of this item has been focused in the Legal Department, estimated at 40 hours, and Public Works and Administration, estimated at a combined 12 hours.

Attachments or Links.
Ordinance P.

Suggested Motion.
I move to approve Ordinance P, an ordinance granting a four-month extension of the current CenturyLink Franchise on second reading.

ORDINANCE P

AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

WHEREAS, the Franchise previously granted to Qwest Corporation dba CenturyLink QC ("Grantee") for the purpose of providing Telecommunication Services to the Town of Jackson, Wyoming ("Franchising Authority"), will expire on January 31, 2025. This Amendment extends the current Franchise Agreement for an additional four (4) months, extending the Franchise by its terms through May 31, 2025. The Parties are willing to be bound by the terms and conditions of this Amendment.

WHEREAS, the extension will not constitute a waiver or compromise of any right or claim either party may have under the current Franchise or applicable law as of the effective date of this Amendment, and during the remaining Franchise term.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____ 2024.
PASSED 2ND READING THE _____DAY OF _____, 2025
PASSED AND APPROVED THE _____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____
Arne Jorgensen, Mayor

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____, 2024. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ___ of Ordinances of the Town of Jackson, Wyoming.

_____
Riley Taylor, Town Clerk

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Extension Agreement on _____, _____.

Town of Jackson, WY

By:_____

Title:_____

Quest Corporation, d/b/a CenturyLink QC, Grantee

By:_____

Title:_____

ATTEST:

_____
Riley Taylor, Town Clerk

STAFF REPORT

Meeting Date:	January 6, 2025	**Meeting Title:**	Regular
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Municipal Code Clarification: Driverless Automated Delivery Devices within the Town	**Public Comment:**	

Purpose & Policy Considerations.
The purpose of this item is for the Council to consider a clarifying update to Title 10, the vehicles and traffic title, of the Municipal Code to state that delivery devices operated by automated technology are not allowed within the Town.

Requested Action.
Staff requests the Council review and consider the Code update.

Recommendations.
Staff recommend the Council adopt the attached ordinance clarifying the law.

Background.
In recent years robot delivery service vehicles have been developed and, to varying degrees, allowed, prohibited, or allowed with permitting by cities and states across the country. The Town received public comment requesting such vehicles be permitted in the Town. The Town Council did not direct staff to allow this activity in the Town right-of-way.

Analysis & Key Policy Questions.
Staff recommend adding a clarifying ordinance to the Town Code to make clear delivery devices without a driver operated by automated technology are not allowed within the Town – i.e., on pathways, sidewalks, and streets for example. **First**, while the Code has provisions related to motor-assisted devices, without state law on this subject, a clarifying ordinance is recommended at this time. **Additionally**, the Town rights-of-way are crowded by many competing uses, and the pressures are growing – this includes traditional uses such as water, sewer, telephone, lighting, motor vehicles, pedestrians and bicycles, and emergent technologies such as cell towers (small and large), electric bikes, electric skateboards, scooters, and hoverboards, and driverless-devices. This competition is for underground space, vertical space, horizontal space and, particularly with devices, results in dangerous conflicts between users of different speeds (i.e., electric devices and pedestrians afoot traveling at different rates of seed). **Third**, if the Council and public desire to integrate this type of technology into public spaces, it should be comprehensively considered by the Council and public in light of the community's transportation, public space, and environmental principles and goals.

Key Policy Question: Does the Council concur with staff that an ordinance clarifying that robot delivery devices are prohibited within the Town of Jackson?

- ✓ Pros: The primary advantages of this ordinance include 1) clarifying the law for residents and potential commercial operators interested in operating robots in the Town, and 2) recognizing that there are many competing uses of the right-of-way as technologies change, this clarification provides time for the Council, should it desire in the future to establish a regulatory structure for these devices within the Town, to do so via public process and discussion and with thoughtful consideration of the rapidly changing technology landscape.
- ✓ Cons: Staff have not identified a way in which enacting this clarifying ordinance negatively impacts the Town's interest.

Possible Alternatives.
Council has the option not to enact the ordinance.

Comprehensive Plan & Priority Alignment.
This item aligns with Section 8, quality service delivery to the public, by ensuring general health, safety, and welfare of the right-of-way.

Fiscal Impact.
There is no fiscal impact associated with this item, with the exception of the statutory requirement that the Town publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of $200 for short ordinances.

Staff Impact.
The staff impact of this comprised time from the Legal Department to draft the ordinance, and review time from Planning, Public Works, Police, and Administration. The total approximate number of hours spent on this item was 3 hours.

Attachments or Links.
Ordinance Q.

Suggested Motion.
I move to approve Ordinance Q on first reading.

ORDINANCE Q

AN ORDINANCE AMENDING SECTIONS 10.14.010, DEFINITIONS, AND 10.14.040, RIDING ON SIDEWALKS, REGARDING MOTOR-ASSISTED DEVICES OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 10.14.010, Definitions, and 10.14.040, Riding on Sidewalks, of Title 10, Vehicles and Traffic, of the Code of the Town of Jackson, Wyoming, is hereby amended to read as follows:

10.14.010- Definitions.

A. *Scooter* or *Skateboard* is defined as any object consisting of a relatively flat platform constructed of any material which is attached to one or more wheels on the underside and designed to be used or operated by standing, sitting, or kneeling on the platform and allowing or causing the platform to be propelled by the use of hands, feet, or gravity, but shall not include roller skates, bicycles, electric bicycles, wheelchairs, or any motorized vehicle.

B. *Motor-Assisted Devices.*

1. A self-propelled device with:
    a. One or more wheels in contact with the ground;
    b. A braking system capable of stopping the unit under typical operating conditions;
    c. An electric motor not exceeding 750 watts or other motor providing equivalent power;
    d. Either handlebars and a deck design for a person to stand while operating the device, or handlebars and a seat designed for a person to sit, straddle, or stand while operating the device, or a deck design for a person while operating the device;
    e. A maximum speed of 20 miles per hour.
2. Motor-Assisted Device shall not include roller skates, bicycles, electric bicycles, motorized wheelchairs as defined in the Americans with Disabilities Act, or any motorized vehicle.

C. *Personal Motor-Assisted Delivery Devices* are defined as devices manufactured or modified for transporting cargo, goods, or property using automated driving technology to move or hover without a physical driver present on the device.

(Ord. ____ § 1, 2025; Ord. 1311 § 1, 2022; Ord. 377 § 1 (part), 1988)

10.14.040- Riding on sidewalks.

A. A person shall not ride a Scooter, Skateboard, or Motor-Assisted Device upon and along a sidewalk, or across a roadway upon and along a crosswalk in the area bounded on the south by the south boundary of Pearl Street, on the east by the east boundary of Willow Street, on the north by the north boundary of Gill Street, and on the west by the west boundary of Millward Street, in the Town, except on designated Shared Use Pathways or if being used for delivery purposes.

B. In all other areas, a person propelling a Scooter, Skateboard, or Motor-Assisted Device upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

C. Persons on a Scooter, Skateboard, or Motor-Assisted Device using sidewalks shall slow to a pedestrian rate of speed when utilizing pedestrian crosswalks, unless the crosswalk is part of a Shared Use Pathway.

D. Personal Motor-Assisted Delivery Devices are prohibited from all sidewalks, streets, and pathways within the Town.

(Ord. ____ § 1, 2025; Ord. 1311 § 1, 2022; Ord. 882 § 1, 2008; Ord. 377 § 1 (part), 1988).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____DAY OF _____ , 2025.
PASSED 2ND READING THE _____DAY OF _____ , 2025.
PASSED AND APPROVED THE _____DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____

Arne Jorgenson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2025.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____

Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: January 6, 2025

RE: Town Manager's Report

Bloomberg Philanthropies Grant

Charlotte Frei, Regional Transportation Planning Administrator and Carrie Geraci of Jackson Hole Public Art have identified a grant opportunity that builds on the Mobility Hub Pilot along Deloney Street from last summer. The attached memo outlines the Town's in-kind contributions to this Bloomberg Philanthropies grant. This grant will support JH Public Art in issuing a call for artists to design and install asphalt art near Miller Park, Town Square, and the Center for the Arts. The Town's match for the grant requires minimal staff time and includes $7,000 for professional services (joint Town/County) to help with marketing and outreach, specifically to measure the impact of the installation on visitors' experiences. This funding will come from a line item in the regional transportation approved FY24-25 budget for further developing the mobility hub concept. With Council's approval of the Town Manager's report, JH Public Art will pursue the grant with the in-kind match outlined. This is an exciting opportunity, it should have minimal staff impact and funds have also been identified in the JH Public Art budget for contracted site preparation.

Town Council Meeting Calendar for 2025

Below is the Town Council meeting calendar for 2025 including the now scheduled Town Council Retreat on February 12 and 13 at the Springhill Suites Marriott in Jackson.

2025

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Holiday | Regular 6pm Mtg | Special Mtg | Regular 1:30pm JM | Special JM | Regular 1:30pm Workshop

You will note that the above calendar shows a special meeting on January 21. Staff is proposing to cancel the 1:30PM workshop on January 21 and move the regular meeting to 10AM that day.

The purpose of the proposal is to conduct a brief meeting in the morning to handle disbursements and time sensitive matters and still allow time for members of the Town Council and staff to travel to Cheyenne for the Newly Elected Officials Bootcamp that is being offered as part of the 2025 WAM Winter Workshop that begins early on January 22.

Please note that this calendar does not include special budget meetings that will need to occur in April and May of 2025. The proposed budget schedule will be shared once it has been prepared.

With Council's approval of the Town Manager's report, staff will proceed with these changes on January 21 as proposed.

TO: Tyler Sinclair, Town Manager

CC: Charlotte Frei, Regional Transportation Planning Administrator

RE: Bloomberg Philanthropies' Grant for Asphalt Art

Jackson Hole Public Art (JHPA) is excited to propose a partnership with the Town of Jackson to apply for Bloomberg Philanthropies' grant program, "Supporting Arts-driven Redesigns with Outsized Impacts." This initiative encourages collaboration between nonprofits and public entities to create walkable streets and enhance public spaces through impactful, long-term art installations. The selected artwork must remain in place for at least two years. The grant application is due by January 31, 2025, with notification expected by Spring 2025.

Project Overview and Community Need

This project will feature wayfinding street art installed at three key transportation hubs in Jackson:

- **Miller Park** (same location as last installation)
- **Town Square** (corner of Deloney and Center Streets)
- **Center for the Arts** (intersection of Cache and Simpson Streets)

These locations were selected based on their importance in the community and transportation system. The Center for the Arts is enthusiastic about the project and has committed $3,000 in financial support.

Project Scope and Budget

The proposed budget for the project is $84,150, which will be fully funded through the Bloomberg grant and additional contributions, including the $3,000 from the Center for the Arts. The grant will cover all costs, except for in-kind contributions from the Town of Jackson (a requirement of Bloomberg Philanthropies). Specifically, we will need the following support from the Town:

- **Street Closures**: Temporary closure of streets during installation of the artwork.(10 hours)
- **Traffic Control**: Coordination with the START bus system to temporarily reroute buses as needed during the installation phase. (10 hours)
- **Assistance with Removal**: If the artwork is removed after two years, the Town will assist in its safe removal. (15 hours)
- **Public engagement:** working with JH Public Art on an interactive means for community engagement to measure the impact and reach of the installation (40 hours).

We plan to use high-quality, durable materials for the artwork to ensure it withstands the elements and maintains its integrity throughout the two years. This will help minimize the need for maintenance and ensure a lasting positive impact on the community. Charlotte Frei has

indicated that the FY 2024-2025 budget included staff time and $7,000 professional services (for marketing and outreach) as required in-kind match.

Grant Requirements

JHPA will write the grant and submit it to you prior to submission. A resolution from the Town of Jackson is not needed.

To meet the requirements set by Bloomberg Philanthropies, we will demonstrate that JHPA and the Town of Jackson have the expertise to oversee this project. In-kind contributions from the Town will be critical for the success of the application and project execution. In addition to the support listed above, these contributions include:

- **Permitting**: Necessary permits for installation.
- **Engineering Drawings**: Required for project approval and implementation.
- **Installation of Signs**: Traffic signs for temporary street closures or rerouting during installation.
- **Compliance with MUTCD**: The project will fully comply with the Manual on Uniform Traffic Control Devices to ensure safety.

Project Timeline

- **Grant Submission Deadline**: January 31, 2025
- **Notification of Grant Award**: Spring 2025 (dates for subsequent steps depend on the award notification)
- **Application for Artists**: March 1, 2025 - applications to be designed and approved by you and the Town of Jackson. Call for Artists will go out upon notification of the award.
- **Artist Selection**: Late April/early May 2025
- **Design Development**: Early June 2025
- **Installation**: Mid-June 2025 (or earlier)

Next Steps

We would appreciate your input and approval of this proposal before submission. Please carefully review the budget as our estimate of the value of the Town of Jackson's in-kind services may be underestimated. Once finalized, we hope you can forward the proposal to the Jackson Town Council for their review and support.

We look forward to working together on this exciting project that will enhance Jackson's walkability and sense of community.

Sincerely,
Carrie Geraci

Executive Director
Jackson Hole Public Art

Table 1. Revenues and Expenses

Revenue Item	**Amount**	**In Kind JH Public Art**	**In Kind Town of Jackson**
Bloomberg Philanthropy (this request)	$80,150		
Community Foundation of JH Youth Philanthropy Grant	$1,000		
Center for the Arts	$3,000		
Total	*$84,150*		
Expense Item	**Amount**	**In Kind JHPA**	**In Kind TOJ**
Artist Design/Painting; 3 sites	$19,000		
Artist Painting and supplies; 3 sites	$17,000		
Site preparation (power washing etc); Town of Jackson	$15,000		$1,700
Project Documentation	$2,200		$1,700
Marketing & Outreach (call for artists, opening, community information, traffic redirection, QR code to measure visitor engagement, signage)	$4,900		$7,000
Project management (JH Public Art; 120 hours at $125/hr)	$15,000		
JHPA Site maintenance, 2 years (6 hrs/4 times a year/2 years @ $100/hr)	$3,400	$2,400	
Contingency 10%	$7,650		
Total Expenses	$84,150	$2,400	$10,400