

Special Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

December 11, 2019

8:00 a.m. - Noon

Teton County Library - 125 Virginian Lane

Chair: Pete Muldoon

NOTICE: THIS MEETING WILL NOT BE LIVE-STREAMED. AN AUDIO RECORDING WILL BE AVAILABLE ONLINE TWO DAYS AFTER THE MEETING.. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. CALL TO ORDER AND ROLL CALL

II. TOWN ACTION ONLY: CONSENT CALENDAR

- A. 174 North King Street Ground Lease Agreement with Jackson Hole Community Housing Trust (April Norton)

III. 8:05 AM - GROWTH MANAGEMENT PLAN

- A. GMP Review and Phase 2 Consideration of Comprehensive Plan Enhancements (Tyler Sinclair)

IV. ADJOURN

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



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Housing

PRESENTER: April Norton

MEETING DATE: December 11, 2019

SUBJECT: 174 N. King Street Ground Lease Agreement with Jackson Hole Community Housing Trust

STATEMENT/PURPOSE

The Council will consider the draft Ground Lease agreement with the Jackson Hole Community Housing Trust ("JHCHT") to develop housing at 174 North King Street.

Key issues for the Council to consider include:

- **Parking.** JHCHT is asking for two things: 1) reduction in required parking from 39 spaces to 33 spaces which will require an administrative adjustment approved by the Planning Director; and 2) the Town to provide six parking spaces in a Town owned facility that is in close proximity to the project and that can be used year-round, including overnight during the winter months.
- **Pledge of Property.** The Town will pledge the property to the project so that, in the case of default, the lender (bank) will assume the Ground Lease. If this happens, the Town will likely lose the deed restrictions on the units but will be able to charge a market rental rate for the land.
- **Transfer of Property.** The Town, JHCHT and JHCHT's lender will have until December 31, 2020 to mutually agree upon an alternative development structure that results in the Town retaining a perpetual ownership interest in the land. If this does not happen, then on January 1, 2021 the Town will agree to deed ownership of the property upon receipt of a Certificate of Occupancy and financial verification from the lender that JHCHT is in good standing. This timing removes the option of amending the Wyoming Condominium Statute during the State Legislature's session in early 2021 in a way that could allow Town to retain perpetual ownership of the land.

BACKGROUND/ALTERNATIVES

On November 4, 2019 Council directed staff to "bring back to Council for consideration an agreement that provides for the transfer of the Town of Jackson land and includes a provision that ensures, until a date certain, the parties continue determining whether Wyoming law enables the Town to maintain ownership of its land and, if it does, enables the Town to do so."

Since that time, staff has worked with JHCHT to draft the attached Ground Lease.

Key Issue One: Parking.

1. Parking Requirement Reduction. Previously, the Council approved reduced parking for a rental project at this site. The development would have had 30 residential units and 30 parking spaces. For this project, JHCHT will build 24 residential units and is asking to provide a minimum of 27 onsite parking spaces and 6 off-site parking spaces for a total of 33 spaces, which is six fewer than required by the LDRs.
 - 67% of the County's carbon footprint is produced by vehicles. Given the proximity of these units to transit, jobs, schools, amenities, sidewalks, and bike routes, requiring fewer parking spaces may reduce the carbon footprint of the owners and aligns with the Council's energy efficiency goals.
2. Provisions of Six Off-Site Spaces. JHCHT's proposal stated they need the Town to provide six offsite parking spaces for the project, which will help with the marketability of the units and thus, reduces JHCHT's risk in the project. The Town Manager offered six spots at the parking garage on Millward Street, but JHCHT stated that location is too far from the project. Instead, they request spots that are close to the project – ideally the Deloney Street Lot, Home Ranch Lot, or somewhere on the Town of Jackson's Pearl Street campus.
 - Council currently does not allow overnight parking in surface parking lots unless specifically designated as camping spots (summer months only). If approved, this request may set precedent for future projects.

- Allowing overnight parking in surface parking lots that are plowed during the winter will create inefficiencies for Town Public Works and will require special management.
- Council can approve the Ground Lease today which states that in exchange for “the dedication of six parking spaces off site at a proximate location to be determined...” and let the Planning Director and Town Manager work with JHCHT to locate the best place for these reserved parking spaces.

Key Issue Two: Pledge of Property.

The Town will pledge the property to the project so that JHCHT can acquire financing to build the project.

- If JHCHT defaults on their loan prior to completion, and before the property is transferred to JHCHT, then the lender will assume the Ground Lease. If this happens, the Town will have the ability to raise the rent for the land but will lose the permanent deed restrictions.

Key Issue Three: Transfer of Land.

On January 1, 2021, Town will agree to deed ownership of the property upon receipt of Certificate of Occupancy and financial verification from JHCHT’s lender.

- This timing removes the option of amending the Wyoming Condominium Statute during the State Legislature’s session in early 2021 in a way that could allow Town to retain perpetual ownership of the land.
- JHCHT has stated they need 2.5 months to prepare the condominium declaration, finalize special restrictions, certificate of owner, etc. before they can submit their plat application, which they intend to do in mid-March 2021 to ensure a July 2021 Certificate of Occupancy. To prepare the documents, JHCHT must know what the ownership of the property will be.

Other Key Components of the Draft Ground Lease:

- \$1,250,000 will be provided to JHCHT once the lease is executed. This is a lump sum payment.
- JHCHT will provide quarterly reports on the project and the Town can, at any time and at its sole discretion, demand any additional documentation related to the project.
- The Employee Rights of First Purchase agreement is attached as an exhibit to the lease and ensures that the Town’s five rights are revolving and will have priority over all other rights of first purchase.
- JHCHT must meet all Land Development Requirements.

COMPREHENSIVE PLAN ALIGNMENT

Comprehensive Plan Policy:

- Emphasize a variety of housing types. 3.2.d
- Emphasize a variety of housing types, including deed-restricted housing. 4.1.b
- Create and develop Transitional Subareas. 4.3.b
- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Housing will be consistent with Character Districts. 5.2.b
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Initiative:

- Prioritize lower-income, year-round housing. 2A
- Provide land as a public subsidy and build development partnerships. 2B
- Lead by example by housing public employees. 2C
- Allow for supply of workforce housing by removing barriers. 5A
- Incentivize the supply of restricted housing. 5B

STAKEHOLDER ANALYSIS

Stakeholders include Town taxpayers, local working families, business owners, and neighbors.

FISCAL IMPACT

The Town has agreed to provide the project with a long-term ground lease for \$10.00 per year, plus an additional \$1,250,000 and six off-site parking spaces. If the ground lease is not amended, the Town will also be providing the fee simple ownership of the land. In consideration of these provisions, the Town is receiving five Employee Rights of Purchase on units in the building, plus the deed restrictions on the units themselves that will restrict the use and occupancy of the units to households working locally.

STAFF IMPACT

Staff impact for this item has been significant up to this point, falling in the Housing and Legal Departments. The long-term impact of developing this property will fall in a variety of departments and require time from several staff members, including: Housing Director, Town Manager, Community Development Director, Town Attorney, Town Planning Director, and Town Engineer.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

- Draft Ground Lease for King Street Condominiums
- Employee Rights of Purchase for King Street Condominiums

RECOMMENDATION

Staff recommends approval of the draft Ground Lease as drafted and to allow Town Planning staff and the Town Manager to work with JHCHT to determine where the best location for the six off-site parking spots will be.

SUGGESTED MOTION

I move to approve the Ground Lease for the King Street Condominiums as presented.

GROUND LEASE
(KING STREET CONDOMINIUMS)

THIS GROUND LEASE (the "Lease") is entered into and made to be effective as of the ____ day of _____, 2019 (the "Effective Date"), by and among the **Town of Jackson**, a Wyoming municipal corporation (the "Lessor" or "Town") and the **Jackson Hole Community Housing Trust**, a Wyoming nonprofit corporation (the "Lessee" or "JHCHT").

RECITALS

WHEREAS, Lessee is a 501(c)3 tax exempt organization organized exclusively for charitable purposes including, but not limited to, the provision, management and administration of affordable housing in Teton County, Wyoming and lessening the burden of government;

WHEREAS, Lessee is an approved affordable housing provider in accordance with Section 6.3.2.C.2 of the Town of Jackson Land Development Regulations in effect on the Effective Date (the "LDRs") and as such is exempt from meeting the requirements of the Affordable Workforce Housing Standards set forth in Section 6.3 of the LDRs with respect to the residential condominium unit construction;

WHEREAS, Lessee is not exempt from the LDR requirements associated with the commercial condominium units and shall comply with all relevant and applicable LDR standards therefore;

WHEREAS, Lessor has determined the shortage of affordable housing opportunities is a growing burden of the Town and part of its governmental function, and that there is a strong need for the assistance of the Lessee in meeting such need;

WHEREAS, Lessor owns certain real property located within the Town of Jackson legally described on Exhibit A attached hereto with a physical address of 174 King Street, together with all rights, privileges and appurtenances thereto (the "Property");

WHEREAS, Lessor has determined that the Property is suited for affordable housing opportunities for the benefit of the community and desires that Lessee develop a minimum of twenty-four (24) affordable residential condominium units and up to three (3), but not less than one (1), commercial condominium units on the Property (the "King Street Condominiums");

WHEREAS, in exchange for the Town leasing the Property to JHCHT, a financial contribution of \$1,250,000 to JHCHT for the development of the King Street Condominiums, and the dedication of six parking spaces off-site at a proximate location to be determined, all in accordance with the terms and conditions set forth in this Lease: (i) JHCHT will be solely responsible for the permitting, entitlement, development, construction and financing of the King Street Condominiums in accordance with this Lease; (ii) JHCHT will be solely responsible for the marketing, selection of buyers and sale of the King Street Condominiums; (iii) JHCHT will be solely responsible for the administration of the Homebuyer Special Restriction (as defined below) recorded against the King Street Condominiums; and (iv) JHCHT will grant Lessor for the benefit of its employees five (5) revolving first options to purchase residential units within King Street Condominiums.

WHEREAS, Lessor and Lessee now desire to enter into this Lease pursuant to the terms and conditions set forth herein so that Lessee can accomplish the permitting, entitlement, financing, construction, marketing, sale and administration of the King Street Condominiums thereby lessening the burden of government.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor hereby leases the Property to the Lessee, and the Lessee hereby leases the Property from Lessor subject to the terms and conditions set forth hereafter.

ARTICLE 1. DEFINITIONS

1.1 Definitions. The following terms shall have the following meanings in this Lease.

(a) "Award" means any compensation or payment made or paid for the Total, Partial or Temporary Taking of all of any part of or interest in the Property and/or the Improvements, whether pursuant to judgment, agreement or otherwise.

(b) "Guidelines" shall mean procedural and administrative matters not otherwise addressed in this Lease. References made herein to the Guidelines are references to the written policies and procedures of JHCHT, as the same may be amended, modified or updated from time to time and which policies and guidelines are on file with JHCHT or if there are no such written policies, procedures or guidelines with respect to a specific matter, then the reference shall be to the then current applicable policy or procedure of JHCHT. In the case of a conflict between this Lease and the Guidelines, the provisions of this Lease shall control over the Guidelines.

(c) "Homebuyer Special Restriction" or "Fannie Mae Approved Special Restriction" shall mean the Special Restriction that will be recorded against each Residential Unit by the Lessee.

(d) "Improvements" shall mean the buildings, structures and other improvements, including the building fixtures therein, hereafter located on the Property, including but not limited to the Residential Units; provided, however, that the buildings and structures on the Property as of the Effective Date will be demolished by Lessee and shall not constitute "Improvements" for purposes of this Lease.

(e) "Lease" shall mean this ground lease between the Lessee and the Lessor for the Property and shall include any and all duly approved amendments made to this Lease in writing.

(f) "Lease Term" shall have the meaning set forth in Section 2.2.

(g) "Leasehold Mortgage" shall mean any mortgage, deed of trust, security agreement or collateral assignment securing a Loan and encumbering Lessee's leasehold interest in the Property.

(h) "Lender(s)" shall mean only those lenders identified by Lessee to the Lessor in writing, and any assignee of such Lenders who are also identified to the Lessor in writing during the term of the identified loans.

(i) "Loans" shall mean collectively any loans or funding sources originated by Lessee secured by the Property.

(j) "Loan Documents" shall mean all loan agreements, notes, deeds of trust, security documents, including regulatory agreements, use agreements, security agreements, fixture filings, and financing statements required in connection with any Loans.

(k) "King Street Condominiums" has the meaning set forth in the Recitals.

(l) "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely, and which said person would interpret as expressing an existing intention of Taking as distinguished from a mere preliminary inquiry or proposal. It includes, without limitation, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map of the taking which reasonably defines the extent of the taking.

(m) "Partial Taking" means any taking of the fee title of the Property and/or the Improvements that is not either a Total, Substantial or Temporary Taking.

(n) "Party" shall mean the Lessor or the Lessee individually.

(o) "Parties" shall mean the Lessor and the Lessee collectively.

(p) "Property" has the meaning set forth in the Recitals.

(q) "Qualified Buyer" shall mean natural persons that meet the requirements of "Eligible Buyer" as defined in the Guidelines and as determined by JHCHT in its sole discretion.

(r) "Residential Units" has the meaning set forth in Section 2.4(a).

(s) "Taking" means institution of any proceedings for the taking or condemnation of all or a portion of the Property by the government of the United States, State of Wyoming, County of Teton, or any other governmental authority, or any other entity under the right of eminent domain. Unless otherwise provided, the taking shall be deemed to occur as of the earlier of (a) the date actual physical possession is taken by the condemnor, or (b) the date on which the right to compensation and damages accrues under the law applicable to the Property and/or the Improvements.

(t) "Substantial Taking" means the taking of so much of the Property and/or the Improvements that the portion of the Property and/or the Improvements not taken cannot be repaired or reconstructed, taking into consideration the amount of the Award available for repair or reconstruction, rendering the Property and/or Improvements economically unfeasible for the Lessee's intended purpose. Eminent domain actions filed by Lessor against owners of portions of the Property and pending as of the date of this Lease shall not be deemed, construed or interpreted as a Substantial Taking under this Lease.

(u) "Temporary Taking" means a taking of all or any part of the Property and/or the Improvements for a term certain which term is specified at the time of taking. Temporary Taking does not include a taking which is to last for an indefinite period or a taking which will terminate only upon the happening of a specified event unless it can be determined at the time of the taking substantially when such event will occur. If a taking for an indefinite term should take place, it shall be treated as a Total, Substantial or Partial Taking in accordance with the definitions set forth herein.

(v) "Total Taking" means the taking of the fee title to all of the Property.

ARTICLE 2. LEASE OF THE PROPERTY; TERM; LEASE PAYMENTS; CONSTRUCTION OF UNITS TAXES AND ASSESSMENTS

2.1 Lease of the Property. The Lessor, for and in consideration of the covenants and agreements to be kept and performed by the Lessee, leases the Property to the Lessee, and in consideration thereof, the Lessee does take, hire and lease the Property from the Lessor pursuant to the terms of this Lease. Concurrently with the execution of this Lease, Lessor and Lessee shall record this Lease in the Office of the Teton County Clerk.

2.2 Term. The term of this Lease shall commence upon the Effective Date and end fifty (50) years from that date, unless sooner terminated as provided for herein (the "Lease Term").

2.3 Lease Payments. The Lessee shall make all lease payments to the Lessor, at Post Office Box 1687, Jackson, Wyoming 83001, or such other place as Lessor may designate in writing. Rent for the Property will be \$10.00 per year. If at any time the Property is not used in accordance with the intent of this Ground Lease to provide for decent, affordable housing, the rent shall be increased to an amount calculated by the Town to equal the market rental value of the Leased Land for unrestricted use.

2.4 Construction of King Street Condominiums; Sale of Residential Units and Administration of Special Restriction.

(a) Obligation to Entitle, Develop and Construct. The Lessee shall be obligated to entitle, develop and construct a minimum of twenty-four (24) residential condominium units consisting of at least thirty four (34) bedrooms (the "Residential Units") on the Property, approximately 2,200 square feet of commercial condominium space on the Property comprising not less than one (1) and not more than three (3) commercial condominium units, and a minimum of twenty seven (27) parking spaces on

the Property, as generally depicted on Exhibit B attached hereto. Lessee shall be obligated to install, at its sole cost and expense, all site improvements required by the laws and regulations of the Town of Jackson, Lessor or desired by Lessee, for the King Street Condominiums, including, but not limited to, the burying or relocation of power lines, utilities, sewer and storm sewer lines, water lines, and storm drains; the connection to sewer, water, storm drain and electrical systems; and the modification of or additions to landscaping and roads on the site or in the adjacent right-of-way. Lessee shall be obligated, as required by the Jackson Municipal Code, to screen and undertake mitigation measures in order to minimize construction disturbance to adjacent and nearby properties, business operations, and the general public.

(b) Building Permit; Verification of Sufficient Funds. Prior to the issuance of the building permit for the King Street Condominiums, Lessee will provide to Lessor written verification from Lender that Lessee holds sufficient private funding and has secured sufficient third-party financing funds for the completion of the construction of the King Street Condominiums. The building permit will not be issued until the foregoing requirement has been deemed satisfied by Lessor in its reasonable discretion. The Lessee, at its expense, will obtain a payment and performance bond pursuant to LDR Sec. 8.2.11, as amended, to ensure the completion of the King Street Condominiums.

(c) Reporting Requirements. Upon commencement of construction, Lessee will review, on a quarterly basis, the progress of the construction with Lessor for the King Street Condominiums. This review would include budget and schedule tracking, as well as a discussion of any key project issues, to ensure the construction is on time and on budget. Upon project completion, Lessee will provide the Lessor with a full cost accounting of the construction project. Lessor, at its sole discretion, may demand and Lessee shall provide, any additional documentation related to the project.

(d) Final Plat. The Lessee shall be obligated to pursue and accomplish the Final Plat approval of the King Street Condominiums by Lessor, in compliance with the Town of Jackson Land Development Regulations (the "LDRs"). The Final Plat application to the Town of Jackson shall include the following: (i) the Homebuyer Special Restriction; (ii) King Street Condominium Employee Right of Purchase Agreement, in substantially the form attached hereto as Exhibit C (the "Employee Right of Purchase Agreement"); and (iii) the Condominium Declaration for the King Street Condominiums (the "Condo Dec"). The Lessor has discretion, which shall not be unreasonably withheld and provided such discretion is not exercised arbitrarily, to approve or deny the proposed Condo Dec. Criteria for evaluating the Condo Dec includes, but is not limited to: (1) provisions for automatically transferring the declarant's interest in the Property to the condominium owners' association; (2) provisions designed to capitalize the condominium owners' association for necessary future repairs; and (3) provision for distribution of costs and fees between the owners of residential units and owners of commercial space.

(e) Escrow. Upon the Lessor's Final Plat approval, the Plat, the Homebuyer Special Restriction, the Employee Right of Purchase Agreement and the Condo Dec shall be held for recordation by an escrow agent mutually acceptable to Lessor and Lessee until such time that Lessee obtains Certificates of Occupancy for the Residential Units.

(f) Financial Verification. Upon receipt of a Certificate of Occupancy, Lessee shall deliver to Lessor written confirmation from Lessee's Lender that Lessee is in good standing with the Loans and Lender is confident in Lessee's ability to satisfy all obligations of the Loan ("Financial Verification").

(g) Warranty Deed and Termination of Ground Lease. Upon Lessor's satisfaction with the Financial Verification, which satisfaction shall not be unreasonably withheld, Lessor shall execute, and deliver the following documents to the escrow agent: (i) a Warranty Deed from Lessor to Lessee for the Property in form and substance mutually acceptable to Lessor, Lessee and Lender (the "Conveyance Deed"); and (ii) a Termination of Ground Lease that terminates this Lease in form and substance mutually acceptable to Lessor, Lessee and Lender (the "Ground Lease Termination").

(h) Escrow Instructions and Recordation of Documents. Upon satisfaction of Sections 2.4(b) through (e) above, the Lessor and Lessee agree to direct the escrow agent, in writing, to immediately record the Conveyance Deed, the Ground Lease Termination, the Final Plat, the Condo Dec, Employee Right of Purchase Agreement and the Homebuyer Special Restriction, in that order.

(i) Sale of Units. Lessee shall determine whether a prospective purchaser of a Residential Unit is a Qualified Buyer and therefore eligible to purchase a Residential Unit. Such determination shall be based upon the written applications, representations, information and verification as are deemed by Lessee, in its sole discretion, to be necessary to establish and substantiate eligibility. No person shall have the right to any appeal of such decision by Lessee, and each applicant shall, by making the application, waive any such right he or she may otherwise have.

(j) Administration Agreement. Fannie Mae guidelines require that a qualified Community Land Trust manage and administer the terms and conditions of the Homebuyer Special Restriction in order for the property to qualify for Fannie Mae financing. The Homebuyer Special Restriction will expressly name the JHCHT as the administrator of the Special Restriction, and provide that the administrator shall be responsible for enforcing the terms of the Special Restriction.

(k) Amendment for Alternative Development Structure. Notwithstanding anything herein to the contrary, if prior to January 1, 2021, Lessor, Lessee and Lender mutually agree upon an alternative development structure that results in Lessor retaining an ownership interest in the Property, then this Lease shall be amended as necessary to accommodate the alternative development structure. If an alternative development structure is not agreed upon by Lessor, Lessee and Lender in writing by January 1, 2021, the Property shall be conveyed in accordance with Section 2.4(g).

2.5 Taxes and Assessments.

(a) Payment by Lessee. Lessee covenants and agrees during the entire Lease Term, at its own cost and expense, to pay, subject to any applicable exemptions, prior to delinquency and before any fine, penalty, interest, or other charge may be added to them for nonpayment, all real estate taxes, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature, made, assessed, levied or imposed upon, or due and payable in connection with, or which become a lien upon, the Property, the Improvements located thereon, or any part of the Property or Improvements located thereon, or upon this Lease, as well as assessments for sidewalks, streets, sewers, water, or any other public improvements and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon or become due and payable in connection with, or a lien upon the Property, the Improvements, or any part of the Property or Improvements, or upon this Lease. Nothing herein shall impair Lessee's right to request and receive exemption from the payment of real estate taxes. Notwithstanding anything in this Lease to the contrary, Lessee shall not be required to pay any franchise tax or transfer tax imposed on any document to which Lessor is a party (other than this Lease) creating or transferring an estate or interest in the Property, any municipal, state or federal income taxes levied against Lessor, any income, profits or revenues tax, assessment or charge imposed upon the Rent received by Lessor under this Lease, any estate, gift, succession, inheritance or transfer taxes of Lessor, or any business and occupational tax attributed and imposed upon Lessor for work, business or income not related or attributable to the Property.

(b) Lessee's Right to Contest. If Lessee disputes any amount or validity of any liens, taxes, assessments, or charges upon the Property or the Improvements located thereon, Lessee may contest and defend against the same at its cost, and in good faith diligently conduct any necessary proceedings in connection therewith to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as possible. Lessor agrees to render to Lessee all reasonable assistance, at no expense to Lessor, in contesting the validity or amount of any such liens, taxes, assessments or charges, but specifically excluding joining in the signing of any protests or pleadings to the tax assessor. During any such contest, Lessee shall (by the payment or bonding of such liens, disputed taxes, assessments or charges, if necessary) prevent any advertisement of tax sale, any foreclosure of, or any divesting thereby of Lessor's title, reversion or other interest in or to the Property.

ARTICLE 3. MAINTENANCE; USE OF PREMISES

3.1 Title to Improvements.

(a) During the Lease Term title to all Improvements, now existing or later made, on the Property are and shall be vested in Lessee, provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. Lessor acknowledges and agrees that any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements located on the Property and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively to Lessee during the Lease Term and for the tax years during which the Term begins and ends.

3.2 Permits, Licenses and Easements; Utilities. The Lessor, by virtue of its fee title to the Property, may hold certain rights, entitlements or credit with respect to utility capacity and connections, and in that capacity, Lessor agrees that, within a reasonable period after receipt of written request from the Lessee, it shall (at no expense to the Lessor) join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work the Lessee may do pursuant to this Lease, and shall also join in any grants of easements for public utilities useful or necessary to the development of the Property.

3.3 Use of Property. The Lessee shall at all times during the Lease Term use the Property and the Improvements for the purposes set forth in this Lease, consistent with all applicable zoning and environmental laws of any governmental authority having jurisdiction over the Property and the Improvements. The Lessee agrees to comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the United States, the State of Wyoming, the County of Teton, the Town of Jackson and of any other governmental authority having jurisdiction over the Property or the Improvements.

3.4 Utilities. The Lessee shall be responsible for the cost of all utilities, including water, heat, gas, electricity, waste removal, sewers, and other utilities or services supplied to the Property, and the Lessee shall pay or cause same to be paid currently and as due.

3.5 Damage to Person or Property; Hazardous Materials; Indemnification.

3.6.1 Damage to Person or Property-General Indemnification. During the Lease Term Lessor shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Property, for any injury or damage to the Improvements, or to any property of Lessee, or to any property of any other person, entity or association on or about the Property. Lessee shall defend, hold harmless and indemnify the Lessor, and its respective officers, agents, and employees (each an "Indemnified Party") and together, the "Indemnified Parties"), of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising from and during its tenancy, its use of the Property and the Units, and any of its operations activities thereon or connected thereto; provided, however, that this Section 3.6 shall not be deemed or construed to and shall not impose an obligation to indemnify and save harmless the Lessor, the Town or any of their officers, agents or employees from any claim, loss, damage, liability or expense, of any nature whatsoever, arising from or in any way related to or connected with any willful misconduct or gross negligence by the person or entity seeking such indemnity. This Section 3.6.1 shall survive termination of this Ground Lease.

3.6.2 Hazardous Materials – Indemnification.

(a) Lessee shall indemnify, defend, and hold the Lessor, and its officials, officers, agents and employees (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) (the "Liabilities") incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to violation of any Environmental Law, or any Release, threatened Release and any existing or future condition of pollution, contamination or Hazardous Substance-related nuisance on, or under or from the Property. The foregoing indemnity shall apply to any Liabilities arising from and during Lessee's tenancy. This

Section 3.6.2 shall survive termination of this Ground Lease.

(b) For purposes of this Section 3.6.2, the following definitions shall apply:

(i) "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. '9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the Wyoming Health & Safety Code 25316 and 25281(d), all chemicals listed pursuant to the Wyoming Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law.

(ii) "Environmental Law" shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

(iii) "Release" shall mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substances.

ARTICLE 4. MORTGAGE LOANS

4.1 Liens and Encumbrances Against Lessee's Interest in the Leasehold Estate. The Lessee shall have the right to mortgage, pledge, deed in trust, assign rents, issues and profits and/or collaterally (or absolutely for purposes of security if required by any Lender) assign its interest in this Lease or otherwise encumber the leasehold estate, and/or the interest of Lessee hereunder, in whole or in part, and any interests or rights appurtenant to this Lease, and to assign or pledge the same as security for any debt (the holder of such mortgage, pledge or other encumbrance, and the beneficiary of any such deed of trust being hereinafter referred to as "Mortgagee" and the mortgage, pledge, deed of trust or other instrument hereinafter referred to as "Leasehold Mortgage").

4.2 Cost of Loans to be Paid by Lessee. The Lessee affirms that it shall bear all of the costs and expenses in connection with (i) the preparation and securing of the Loans, (ii) the delivery of any instruments and documents and their filing and recording, if required, and (iii) all taxes and charges payable in connection with the Loans.

4.3 Proceeds of Loans. It is expressly understood and agreed that all Loan proceeds shall be paid to and become the property of Lessee, and that the Lessor shall have no right to receive any such Loan proceeds.

4.4 Notice and Right to Cure Defaults Under Loans. Any Loan which encumbers the leasehold must provide the Town of Jackson with adequate rights to cure any defaults by Lessee, including (a) providing the Lessor or its successor with copies of any notices of default at the same time and in the same manner as provided to Lessee, and (b) providing the Lessor with a cure period of at least sixty (60) days to cure any default.

4.5 Notice to Lessor of Leasehold Mortgages. Lessee shall provide written notice to Lessor of the name and address of each Lender under this Lease, and shall provide Lessor with updates based on any changes in name or address or assignments that occur.

4.6 Pledge of Property. In addition to the Leasehold Mortgage, the Lender requires, and Lessor hereby agrees, that prior to the closing of the Loan, Lessor shall pledge the Property to Lender in form and substance approved by Lessor, Lessee and the Lender, such approval not to be unreasonably withheld. If Lessor fails to pledge Property required by this provision, Lessee shall have the right to terminate this Lease. The pledge contemplated by this Section is made in accordance with Wyoming

Statutes §§15-10-103 et seq., as amended.

ARTICLE 5. INSURANCE

5.1 Required Insurance Coverage.

(a) Property Insurance. The Lessee shall during the Lease Term keep the Improvements insured against loss or damage by a property insurance policy providing coverage of the perils of direct damage as insured under the Insurance Services Office (ISO) "Causes of Loss-Special Form" or equivalent with limits in sufficient amounts such that the proceeds of such insurance shall not be less than the replacement value of the Improvements.

(b) Commercial General Liability (CGL) Insurance. During the Lease Term, the Lessee shall keep in full force and effect a policy or policies of Commercial General Liability insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about the Property. The limits of such insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

(c) Builders' Risk Insurance. During the course of any alteration, construction or reconstruction, the cost of which exceeds One Hundred Thousand Dollars (\$100,000), either Lessee or its contractor shall provide builders' risk insurance for not less than the amount of work to be performed, insuring against the perils of direct damage as insured under the Insurance Services Office ISO "Causes of Loss – Special Form" or equivalent.

(d) Adjustment of Coverage Limits. Whenever the insurance coverages required by this Section 5.1 are renewed or extended, the Lessee shall increase the coverage limits required to an amount that incorporates the insurance coverage limits customarily required by lenders in Teton County, Wyoming at the time the insurance is renewed or extended which shall be confirmed at such time by Lessee by obtaining documentation of the insurance coverage limits required by at least one Teton County, Wyoming lender for financing of similar types of property.

5.2 Insurance Policies and Premiums.

(a) All policies required by this Lease shall name the Lessor as an additional insured.

(b) Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to the Lessee and the Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

(c) Any insurance provided for in this Article 5 may be placed by a policy or policies of blanket and/or excess liability (or umbrella) insurance.

5.3 Proceeds of Insurance.

(a) For so long as any Loan on the Improvements is outstanding, all fire and standard risk or extended coverage (casualty) insurance proceeds shall be applied to the payment of the costs of repairing or rebuilding that part of the Improvements damaged or destroyed if to the extent required, each Lender with an outstanding Loan permits such repair or rebuilding. If the Improvements are not repaired or rebuilt, all such proceeds shall be applied in a manner consistent with the terms of the Loans.

(b) In the event that no Loan is outstanding, all insurance proceeds received under the policies set forth in this Article shall be paid to the Lessee, provided that the Lessee shall apply such proceeds to the repair or rebuilding of the Improvements, and if repair or rebuilding is not economically feasible in Lessee's reasonable discretion, then all insurance proceeds shall be paid to Lessor and Lessee shall have no further obligation to repair or rebuild the Improvements. Lessor, at its sole discretion, may demand and Lessee shall provide, relevant and appropriate documentation related

to the insurance proceeds received; the repair or rebuilding of the Improvements; and the economic infeasibility of the repair or rebuilding of the Improvements.

ARTICLE 6. CONDEMNATION

6.1 Taking of Land or Improvements. If, during the term of this Lease, there is any Taking of all or any part of the Improvements, or the Property, the rights and obligations of the parties shall be determined as follows:

6.2 Total Taking. If the Improvements, or the Property are totally taken by condemnation, this Lease shall terminate on the date of the taking. If this Lease is terminated pursuant to this Section 6.2, the Award for such taking shall be apportioned and distributed as follows:

(a) First, to the Mortgagees, if any, to the extent of the Leasehold Mortgage;

(b) Second, to Lessee, a sum equal to the fair market value of the Improvements on the date immediately preceding the Taking as determined by the appraisal method set forth in Section 6.7 and determined as if there were no Taking, nor threat of condemnation; plus the residual value of the Term, subject to the rent reserved; and

(c) Third, to Lessor, the remainder, if any.

6.3 Reserved.

6.4 Substantial Taking.

(a) In the event of a Taking which is substantial, Lessee may, subject to the rights of the Mortgagee, if any, terminate this Lease. For purposes hereof, a Taking shall be deemed to be "substantial" if it renders the Property and/or Improvements economically infeasible for Lessee's intended purpose. If Lessee elects to terminate this Lease under this provision, Lessee shall give written notice of its election to do so to Lessor within forty-five (45) days after receipt of a copy of a Notice of Intended Taking.

(b) In the event Lessee terminates this Lease in accordance with this Section 6.4, such termination shall be as of the time when the Taking entity takes possession of the portion of the Property and the Improvements taken. In such event, the Award for such Substantial Taking (including any award for severance, consequential or other damages which will accrue to the portion of the Property and/or the Improvements not taken) shall be apportioned and distributed as follows:

(i) First, to the Mortgagee, if any, to the extent of the Leasehold Mortgage;

(ii) Second, to Lessee a sum equal to the fair market value of the Improvements taken preceding the date of the Taking as determined by the appraisal process provided for in Section 6.7, commenced as provided in Section 6.2, and as modified by Section 6.5(c); plus the residual value of the Term, subject to the rent reserved; and

(iii) Third, to Lessor, the remainder, if any.

(c) Notwithstanding anything to the contrary contained in Section 6.7, if Lessee has elected to terminate this Lease, and the taking authority abandons or revises the Taking, Lessee shall have forty-five (45) days from receipt of written notice of such abandonment

or revision to revoke its notice of termination of this Lease.

6.5 Partial Taking.

(a) In the event of a Partial Taking, this Lease shall continue in full force and effect and there shall be no abatement in or reduction of any of Lessee's obligations hereunder.

(b) The Award for such Partial Taking shall be apportioned and distributed first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then to Lessor and Lessee in proportion to the fair market value of their respective interests in the Property and Improvements, as such interests existed immediately prior to such Partial Taking.

(c) The fair market value of the parties' respective interests in the Property and the Improvements shall be determined by the appraisal process provided in Section 6.7, except the assumptions listed in such Section shall not apply. Rather, the appraisal shall be based on the value of the Property as improved and encumbered by this Lease and on the value of the Improvements as they stand, but without regard to any Taking or threat of condemnation.

(d) Any Award for severance, consequential or other damages which accrues by reason of the Partial Taking to the portion of the Property or the Improvements not taken shall be distributed first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then shall be apportioned between Lessor and Lessee in accordance with the diminution in value of their respective interests.

6.6 Temporary Taking.

(a) In the event of a Temporary Taking of the whole or any part of the Property and/or Improvements, the Term shall not be reduced or affected in any way and Lessee shall continue to pay in full any sum or sums of money and charges herein reserved and provided to be paid by Lessee, and, Lessee shall be entitled to any Award or payment for the temporary use of the Property and/or Improvements prior to the termination of this Lease, and Lessor shall be entitled to any Award or payment for such use after the termination of this Lease.

(b) Any Award or payment for damages or cost of restoration made on or after the termination of this Lease shall be paid first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then to Lessor absolutely, together with the remaining balance of any other funds paid to Lessee for such damages or cost of restoration.

6.7 Appraisal. Whenever an appraisal of the Property or the Improvements is called for under the terms of this Lease, the parties shall use the following procedure:

(a) Appointment of Appraiser. Within ten (10) days after notice from Lessor to Lessee, Lessor and Lessee shall each appoint an MAI appraiser to participate in the appraisal process provided for in this Section 6.7 and shall give written notice thereof to the other party. Upon the failure of either party to appoint, the non-defaulting party shall have the right to apply to the District Court of Teton County, Wyoming, to appoint an appraiser to represent the defaulting party. Within ten (10) days of the parties' appointment, the two (2) appraisers shall jointly appoint a third MAI appraiser and give written notice thereof to Lessor and Lessee, or if within ten (10) days of the appointment of said appraisers the two (2) appraisers shall fail to appoint a third, then either party hereto shall have the right to make application to said District Court to appoint such third appraiser.

(b) Determination of Fair Market Value.

(i) Within thirty (30) days after the appointment of the third appraiser, the appraisers shall determine the fair market value of the Property and/or the Improvements in accordance with the provisions hereof, and shall execute and acknowledge their determination of fair market value in writing and cause a copy thereof to be delivered to each of the parties hereto.

(ii) The appraisers shall determine the fair market value of the Property and the Improvements based on sales of comparable property in the area in which the Property are located; provided, however, the appraisal should reasonably reflect the deed restrictions imposed on the Property and/or the Improvements pursuant to Article 2 of this Lease.

(iii) If a majority of the appraisers are unable to agree on fair market value within thirty (30) days of the appointment of the third appraiser, the three (3) appraisals shall be added together and their total divided by three (3). The resulting quotient shall be the fair market value of the Property and the Improvements. If, however, either the low appraisal and/or high appraisal is ten percent (10%) lower or higher than the middle appraisal, such appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two (2). The resulting quotient shall be the fair market value of the Property and the Improvements. If both the low and high appraisals are disregarded, the middle appraisal shall be the fair market value of the Property.

(c) Payment of Fees. Each of the parties hereto shall (a) pay for the services of its appointee, (b) pay one-half (1/2) of the fee charged by the appraiser selected by their appointees, and (c) pay one-half (1/2) of all other proper costs of the appraisal.

6.8 Lessor's Waiver of Rights to Eminent Domain. Lessor hereby waives any and all rights to condemnation or eminent domain of the Property for the duration of the Lease Term.

ARTICLE 7. ASSURANCES OF LESSOR

7.1 Lessor to Give Peaceful Possession. The Lessor covenants that it owns in fee simple, and that it has good and marketable title to the Property, that as of the date of execution of this Lease, the Property is free of all easements, covenants, conditions and restrictions except as disclosed in writing to Lessee. The Lessor has the full right and authority to make this Lease. The Lessor covenants and warrants that the Lessee shall have, hold and enjoy, during the Lease Term, peaceful, quiet and undisputed possession of the Property leased without hindrance or molestation by or from Lessor so long as no Event of Default exists and is continuing under this Lease.

7.2 Lessor to Lease the Property with Marketable Title. The Lessor covenants and warrants that as of the date of execution of this Lease, there were no outstanding liens and encumbrances on the Property, other than created by Lessee or disclosed in the Title Commitment issued by _____ on _____ as Order No. _____.

7.3 Release of Lessor. The Lessor may sell, assign, transfer or convey (but not encumber), with the prior written consent of the Lenders which shall not be unreasonably withheld, conditioned or delayed, all or any part of Lessor's interest in the Property or this Lease without obtaining Lessee's consent, provided that the purchaser, assignee, or transferee expressly assumes all of the obligations of the Lessor under this Lease by a written instrument in a form reasonably satisfactory to the Lessee and recordable in the Office of the Teton County Clerk (an "Assumption Agreement"). In the event of a sale, assignment, transfer or conveyance by Lessor of the Property or its rights under this Lease, provided an assumption agreement is executed as required above, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions of this Lease, expressed or implied, in favor of Lessee, and in such event the Lessee shall look solely to the successor in interest of Lessor in and to the Property or this Lease. This Lease shall not be affected by any such sale, and the Lessee agrees to attorn to any such purchaser or assignee provided Lessee has received an Assumption Agreement.

ARTICLE 8. DEFAULTS AND REMEDIES

8.1 Events of Default; Notices.

(a) Any one or more of the following events shall constitute an "Event of Default".

(1) Failure to make Lease payments, as required pursuant to Section 2.3 of

this Lease, or any other payment required under this Lease, and continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nonpayment;

(2) Failure of the Lessee to observe and perform any material covenant, condition or agreement hereunder on its part to be performed, and (i) continuance of such failure for a period of forty five (45) days after receipt by the Lessee of written notice specifying the nature of such default, or (ii) if by reason of the nature of such default the same cannot be remedied within said forty five (45) days, the Lessee fails to proceed with reasonable diligence after receipt of said notice to cure the same; or

(3) A general assignment by the Lessee for the benefit of creditors; or

(4) The filing of a voluntary petition by the Lessee, or the filing of an involuntary petition by any of the Lessee's creditors seeking the rehabilitation, liquidation or reorganization of the Lessee under any law relating to bankruptcy, insolvency or other relief of debtors, provided that in the case of an involuntary petition Lessee shall have ninety (90) days to cause such petition to be withdrawn or dismissed; or

(5) The appointment of a receiver or other custodian to take possession of substantially all of Lessee's assets or of this leasehold which appointment is not withdrawn or dismissed within ninety (90) days; or

(6) The Lessee becomes insolvent or declares it is unwilling to pay its debts as they become due; or any court enters a decree or order directing the winding up or liquidation of Lessee or of substantially all of its assets; or the Lessee takes any action toward the dissolution or winding up of its affairs or the cessation or suspension of its use of the Residential Units; or

(7) Attachment, execution or other judicial seizure of substantially all of the Lessee's assets or this leasehold, which is not dismissed, bonded, or stayed within ninety (90) days.

8.2 Remedy of Material Breach by Lessee. At any time after the occurrence of an Event of Default hereunder, Lessor may terminate this Lease by giving Lessee written notice thereof, setting forth in such notice an effective date for termination which is not less than thirty (30) days after the date of such notice, in which event this Lease and Lessee's estate created hereby and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Lease Term. In such event, Lessor, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Property (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants. Upon the exercise of Lessor's remedies pursuant to this Section 9.2, Lessee shall execute such releases, deeds and other instruments in recordable form as Lessor shall reasonably request in order to accurately set forth of record the then current status of Lessee's estate and Lessee's rights hereunder.

8.3 Deficiency Judgments. Lessor, for itself and for each and every succeeding owner of Lessor's estate in the Property, agrees that it shall not be entitled to seek a personal judgment against Lessee and that upon any Event of Default hereunder, the rights of Lessor to enforce the obligations of Lessee, its successors or assigns, or to collect any judgment, shall be limited to the termination of this Lease and of Lessee's estate and the enforcement of any other rights and remedies specifically granted to Lessor hereunder.

ARTICLE 9. ASSIGNMENTS AND TRANSFERS

9.1 Consent Required. Except as expressly provided herein, Lessee shall not,

without the prior written consent of Lessor which shall not be unreasonably withheld, conditioned or delayed, assign this Lease or any interest therein ("Transfer"). A Transfer shall be deemed to include any attempt by Lessee to make or permit any voluntary or involuntary, total or partial, sale, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the Improvements. Any attempt to Transfer Lessee's interest in this Lease without Lessor's prior written consent shall be null and void, and any assignee, sublessee, secured party or transferee shall acquire no right or interest by reason of such attempted Transfer.

9.2 Permitted Transfers. Notwithstanding the foregoing, Lessor's prior written consent of an assignment or transfer of this Lease or conveyance of Lessee's leasehold interest in the Property, or any part thereof, shall not be required to effectuate any of the following ("Permitted Transfers"):

(a) A transfer to a Wyoming entity owned entirely by Lessee or co-owned by Lessee.

(b) In the event of a Permitted Transfer by Lessee pursuant to this Section, Lessee nevertheless agrees that within thirty (30) days following such Permitted Transfer it shall give written notice to Lessor of such assignment or transfer along with a true and complete copy of the executed assignment or transfer document.

ARTICLE 10. MISCELLANEOUS

10.1 Instrument Is Entire Agreement. This Lease including the Recitals above and the attached Exhibits constitute the entire agreement between the Parties with respect to the matters set forth in this Lease. This Lease shall completely and fully supersede all other prior understandings or agreements, both written and oral, previously entered into between the Lessor and the Lessee relating to the lease of the Property by the Lessor to the Lessee.

10.2 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Party any notices, requests, demands or other communications required or permitted to be given hereunder by such Party:

If to the Lessee:	Jackson Hole Community Housing Trust P.O. Box 4498 Jackson, Wyoming 83001 Facsimile: 307-739-0922
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To Lessor at:	Town Attorney Town of Jackson P.O. Box 1687 Jackson, Wyoming 83001 Facsimile:
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With a copy to:	Town Clerk Town of Jackson P.O. Box 1687 Jackson, Wyoming 83001 Facsimile: 307-739-0919
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10.3 Non-Waiver of Breach. Neither the failure of the Lessor or the Lessee to insist

upon strict performance of any of the covenants and agreements of this Lease nor the failure by the Lessor or the Lessee to exercise any rights or remedies granted to such Party under the terms of this Lease shall be deemed a waiver or relinquishment (i) of any covenant contained in this Lease or of any of the rights or remedies of the Lessee or the Lessor under this Lease, or (ii) of the right in the future of the Lessor or the Lessee to insist upon and to enforce by any appropriate legal remedy a strict compliance with all of the covenants and conditions of this Lease.

10.4 Effective Date; Counterparts. This Lease shall be effective during the Lease Term. This Lease may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

10.5 Lease Binding on Successors. This Lease and all of its provisions and attached Exhibits shall inure to the benefit of, and shall be binding upon, the Lessor, the Lessee, and their respective permitted successors and permitted assigns and, as provided in this Lease, Lenders of the Lessee.

10.6 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal or agent or of partnership, joint venture or association or of buyer and seller between the Lessor and the Lessee, it being expressly understood and agreed that neither the computation of any payments and other charges under the terms of this Lease nor any other provisions contained in this Lease, nor any act or acts of the Parties, shall be deemed to create any relationship between the Lessor and the Lessee other than the relationship of landlord and tenant.

10.7 No Merger. There shall be no merger of this Lease or any interest in this Lease nor of the leasehold estate created by this Lease, with the fee estate in the Property, by reason of the fact that this Lease or such interest in the Lease, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by this Lease may be conveyed or mortgaged in a leasehold mortgage to a leasehold mortgagee who shall hold the fee estate in the Property or any interest of the Lessor under this lease.

10.8 Gender and Number. Words of any gender used in this Lease shall be held to include any other gender, and any words in the singular number shall be held to include the plural (and vice versa), when the sense requires.

10.9 Titles. The titles and article or paragraph headings are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

10.10 Severability. If any provision of this Lease or the application of any provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

10.11 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

10.12 Amendments. This Lease may not be amended or modified without the prior written consent of Lessor and Lessee. The Town Manager of the Town of Jackson, or his or her designee, shall have the authority on behalf of the Lessor to approve amendments to this Agreement.

10.13 No Mortgage Encumbrance by Lessor. Except as contemplated by Section 4.6, Lessor shall not mortgage its fee estate unless there exists an express subordination of any fee mortgage to Lessee's interest in the Lease. Lessee shall not be obligated to subordinate its leasehold

interest and any interests in subleases and subrents to a subsequent mortgage of the fee estate granted by Lessor.

10.14 **GOVERNMENTAL IMMUNITY.** Lessor does not waive its governmental immunity by entering into this Ground Lease and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.

ARTICLE 11. LENDER PROTECTIONS AND OBLIGATIONS

11.1 **Rights and Obligations of Lenders.** If Lessee obtains a Leasehold Mortgage in accordance with the provisions of Article 4, as long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) **No Cancellation.** Lessor will not cancel, accept a surrender of, terminate or modify this Lease in the absence of a default by Lessee without the prior consent in writing of the Lender and until Lessor has complied with the provisions of this Article as to the Lender's rights to cure and obtain a new lease.

(b) **Notice of Defaults to Lender.** Lessor agrees to give to each Lender a written copy of all notices of default that Lessor gives to Lessee; provided, however, that the failure to give notice to Lender will not invalidate or otherwise affect the notice given to Lessee. Such copy shall be mailed or delivered to any Lender at, or as near as possible to, the same time such notices are given to Lessee. Upon the execution of any Leasehold Mortgage, Lessor shall be informed in writing of the vesting of the security interest evidenced by the Leasehold Mortgage and of the address to which all notices to the Lender are to be sent. Any notices of default given by Lessor under the Lease shall describe the default(s) with reasonable detail. Each Lender shall have the right to cure any breach or default within the time periods given below.

(c) **Lender's Cure Rights.**

(i) **Notice and Cure.** After receipt by Lessee of a notice of default under the Lease and the expiration of any applicable period of cure given to Lessee under the Lease, Lessor shall not terminate the Lease or exercise its other remedies under the Lease if:

1. Within sixty (60) days after Lender's receipt of the notice of default, any Lender (i) cures the default, or (ii) if the default reasonably requires more than sixty (60) days to cure, commences to cure said default within such sixty (60) day period and thereafter diligently prosecutes the same to completion; or

2. Where the default cannot be cured by payment or expenditure of money or without possession of the Property or otherwise, Lender initiates foreclosure or other appropriate proceedings (after Lender complies with its obligations set forth in Section 11.2 below) within sixty (60) days after receipt of the notice of default, thereafter cures all other defaults reasonably capable of cure by the payment of money to Lessor, and thereafter continues to pay all rents, real property taxes and assessments, and insurance premiums to be paid by Lessee under the Lease. Lender shall then have sixty (60) days following the later to occur of (i) the date of execution and delivery of a New Lease of the Property pursuant to Section 11.1(d) of the Lease, or (ii) the date on which Lender or its nominee is able to occupy the Property following foreclosure under such Leasehold Mortgage and the eviction of or vacating by Lessee of the leased premises, to cure such default; provided, however, that if any such default, by its nature, is such that it cannot practicably be cured within sixty (60) days, then Lender shall have such additional time as shall be reasonably necessary to cure the default provided that Lender commences such cure within such sixty (60)-day period and thereafter diligently prosecutes the cure to completion.

(ii) Lessor agrees to accept performance by Lender of all cures, conditions and covenants as though performed by Lessee, and agrees to permit Lender access to the Property

to take all such actions as may be necessary or useful to perform any condition or covenants of the Lease or to cure any default of Lessee. Lender shall not be required to perform any act or cure any default which is not reasonably susceptible to performance or cure by Lender.

(iii) If Lender elects any of the above-mentioned options after complying with the obligations of Lender set forth in Section 11.2 below, then upon Lender's acquisition of the Lease by foreclosure, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Lease shall continue in full force and effect subject to Section 11.5. If Lender proceeds as provided in Section 11.1(c)(i)(2) above, then upon Lender's acquisition of the Lease, Lender shall cure all prior defaults of Lessee under the Lease that are reasonably capable of being cured by Lender within the time set forth in said Section, Lessor shall treat Lender as Lessee under the Lease. If Lender commences an action as set forth in Section 11.1(c)(i)(2) above, and thereafter Lessee cures such defaults (which cure Lessor shall be obligated to accept) and Lender then terminates all proceedings under the option in said Section, then the Lease shall remain in full force and effect between Lessor and Lessee and all of the covenants, agreements, conditions, provisions, restrictions and limitations contained in Section 2.4 of this Lease shall survive.

(d) New Lease. In the event the Lease is terminated for any reason, excepting pursuant to Section 2.4(g), prior to the end of the Lease Term, Lessor shall promptly give Lender written notice of such termination and shall enter into a new lease ("New Lease") with Lender or Lender's nominee covering the Property, provided that Lender (a) requests such New Lease by written notice to Lessor within sixty (60) days after Lender's receipt of written notice by Lessor of termination of the Lease, and (b) cures all prior defaults of Lessee that are reasonably capable of being cured by Lender. The New Lease shall be for the remainder of the Lease Term, effective at the date of such termination, subject to Section 11.5. In connection with a New Lease, Lessor shall assign to Lender or its nominee all of Lessor's interest in all existing subleases of all or any part of the Property and all attornments given by the sublessees. Lessor shall not terminate or agree to terminate any sublease or enter into any new lease or sublease for all or any portion of the Property without Lender's prior written consent, unless Lender fails to deliver its request for a New Lease under this Section. In connection with any such New Lease, Lessor shall, by grant deed, convey to Lender or its nominee title to the Improvements, if any, which become vested in Lessor as a result of termination of the Lease.

(e) Permitted Delays. So long as Lender is prevented by any process or injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee or any other person, from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, provided that Lender uses reasonable efforts to contest and appeal the issuance or continuance of any such process, stay or injunction, the time periods specified in Sections 11.1(c)(i)(1) and (2) above shall be extended for the period of such prohibition; provided that Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease and shall continue to pay currently such monetary obligations as and when the same fall due.

(f) Anything herein contained to the contrary notwithstanding, the provisions of this Section shall inure only to the benefit of the holders of the Leasehold Mortgage. If the holders of more than one such Leasehold Mortgage shall make written requests upon Lessor in accordance with this Lease, the New Lease (as provided for in Section 13.1(d) above) shall be entered into pursuant to the request of the holder whose Leasehold Mortgage shall be prior in lien thereto and thereupon the written requests for a New Lease of each holder of a Leasehold Mortgage junior in lien shall be and be deemed to be void and of no force or effect.

11.2 Lender Obligation to Provide Notice of Default and Right to Cure Default of Leasehold Mortgage; Lessor's Forbearance.

(a) Notice of Default; Right to Cure. If a Lender sends notice of default of a Leasehold Mortgage to the Lessee because the Lessee has failed to comply with the terms of the Leasehold Mortgage, the Lender shall, at the same time, send a copy of that notice to the Lessor. Upon receiving a copy of the notice of default and within that period of time in which the Lessee has a right to cure such

default, the Lessor shall have the right to cure the default on the Lessee's behalf, provided that all current payments due the Lender since the notice of default was given are made to the Lender. If after the cure period has expired, the Lender intends to accelerate the note secured by the Leasehold Mortgage or begin foreclosure proceedings under the Leasehold Mortgage, the Lender shall first notify the Lessor of its intention to do so, and Lessor shall then have the right, upon notifying the Lender within thirty (30) days of receipt of such notice, to acquire the Leasehold Mortgage by paying off the debt secured by the Leasehold Mortgage. If the Lender acquires the leasehold interest and Improvements through foreclosure or acceptance of a deed in lieu of foreclosure (in which event the Lease shall continue in full force and effect and Lessor shall treat the Lender as Lessee subject to Section 11.5), the Lender shall give Lessor written notice of such acquisition and Lessor shall then have an option to purchase the leasehold interest and Improvements from the Lender for the full amount owing to the Lender under the Leasehold Mortgage. Lender shall not be required to complete any or all Improvements prior to exercising its right to accelerate indebtedness or foreclose pursuant to this Article 11. To exercise this option to purchase, Lessor must give written notice to the Lender of its intent to purchase the foregoing within thirty (30) days following Lessor's receipt of the Lender's notice. Lessor must then complete the purchase within sixty (60) days of having given written notice of its intent to purchase. If Lessor does not complete the purchase within this sixty (60) day period, the Lender shall be free to sell the leasehold interest and Residential Units to any person or entity.

(b) Lender's Transferees. Etc. In the event the leasehold estate hereunder shall be acquired by foreclosure, trustee's sale or deed or assignment in lieu of foreclosure of a Leasehold Mortgage, the purchaser at such sale or the transferee by such assignment and its successors as holders of the leasehold estate hereunder shall not be liable for any Rent, if any, or other obligations accruing after its or their subsequent sale or transfer of such leasehold estate and such purchaser or transferee and its successors shall be entitled to transfer such estate or interest without consent or approval of Lessor; provided that, the purchaser or transferee or successor as holder of the leasehold estate hereunder shall be liable for the payment of all Rent, if any, becoming due with respect to the period during which such purchaser, transferee or other successor is the holder of the leasehold estate hereunder. This Section shall also apply to the rights of a Lender in connection with the entry into a New Lease under Section 11.1(d) and to the appointment of a receiver on behalf of a Lender.

(c) Insurance and Condemnation. In the event of any casualty to, or condemnation of, all or any part of the leased premises or any improvements now or hereafter located thereon, the provisions of the Leasehold Mortgages, relating thereto shall prevail over any provisions of this Lease relating thereto.

11.3 No Liability of Lender for Prior Indemnified Acts. A Lender shall not be obligated to assume the liability of Lessee for any indemnities arising for a period prior to Lender's acquiring the right to possession of the Property under this Lease.

11.4 Further Amendments: Estoppels. Lessor and Lessee shall cooperate in including in the Lease by suitable amendment from time to time any provision which may be reasonably requested by any proposed Lender for the purpose of implementing the mortgagee protection provisions contained in this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge for recording purposes, if necessary) any agreement required to affect any such amendment. At the request of Lessee or any proposed or existing Lender, Lessor shall promptly execute and deliver (i) any documents or instruments reasonably requested to evidence, acknowledge and/or perfect the rights of Lenders as herein provided; and (ii) an estoppel certificate certifying the status of this Lease and Lessee's interest herein and such matters as are reasonably requested by Lessee or such Lenders. Any such estoppel certificate may be conclusively relied upon by any proposed or existing leasehold Lender or assignee of Lessee's interest in this Lease.

11.5 Survival of Provisions in Section 2.4. In the event of Lender's acquisition of the Lease by foreclosure, or if a receiver be appointed, pursuant to Section 11.1(c)(iii) or Section 11.2(a), or a New Lease is entered into pursuant to Section 11.1(d), the Lease shall continue in full force and effect except that covenants, conditions and restrictions in Sections 2.4(b), 2.4(c), 2.4(e), 2.4(i) and 2.4(j) shall be deleted and the obligations to provide and record the Homebuyer Special Restriction and the Right of First Purchase Agreement shall be deleted from Sections 2.4(d) and 2.4(h).

ARTICLE 12. - FORCE MAJEURE

12.1 Any prevention, delay, nonperformance or stoppage by Lessee due to any of the following causes shall be excused: any regulation, order, act, restriction or requirement or limitation imposed by any federal, state, municipal or foreign government or any department or agency thereof, or civil or military authority; acts of God; acts or omissions of Lessor or its agents or employees; fire, explosion or floods; strikes, walkouts or inability to obtain materials; war, riots, sabotage or civil insurrection; or any other causes beyond the reasonable control of Lessee.

12.2 No prevention, delay, or stoppage of performance shall be excused unless Lessee notifies Lessor within ninety (90) days of such prevention, delay or stoppage that it is claiming excuse of its obligations under this Article 12.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

LESSEE:

Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation

By: _____

Title: _____

By: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ and _____, as Officers of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, this _ day of _____, 20____.

WITNESS my hand and official seal.

Notary Public

My commission expires:

LESSOR:

Approved as to form: _____
Town Attorney

The foregoing Agreement is hereby accepted by the Town of Jackson this
_____ day of _____, 20____.

TOWN OF JACKSON

BY: _____
its Mayor

ATTEST:

BY: _____
its Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by
_____, as Mayor, Town
Clerk and Town Attorney, respectively, of the Town of Jackson this ____ day of
_____, 20____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Exhibit A
Legal Description of the Property

(see attached deed)

Exhibit B

(see attached)

Exhibit C
King Street Condominium Employee Right of Purchase Agreement
(see attached)

EMPLOYEE RIGHT OF PURCHASE AGREEMENT
King Street Condominiums

THIS EMPLOYEE RIGHT OF PURCHASE AGREEMENT (this “Agreement”) is dated this _____ day of _____, 20__ by the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (the “Housing Trust”) and the Town of Jackson, a Wyoming municipal corporation (the “Town”). The Housing Trust and the Town are collectively referred to herein as the “parties” and singularly as a “party.”

RECITALS

WHEREAS, the Housing Trust is a 501(c)3 tax exempt organization organized exclusively for charitable purposes including, but not limited to, the provision of affordable housing in Jackson, Wyoming and lessening the burden of government;

WHEREAS, the Housing Trust is the owner of that certain real property known as the King Street Condominiums Addition, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the “Property”);

WHEREAS, the Town has determined that assisting its employees to obtain stable, affordable housing opportunities is a growing burden of the Town and part of its governmental function and that there is a strong need for such assistance of the Housing Trust in meeting such need;

WHEREAS, in consideration of the Town’s contributions to the development of the Properties as further detailed in Ground Lease between the Housing Trust and the Town dated _____, 2019, the Housing Trust desires to convey to the Town five (5) revolving rights of purchase for qualified Town employees to purchase a residential condominium unit at the Property (the “Residential Unit”), subject to the terms and conditions of this Agreement (and not as an investment).

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

AGREEMENT

1. **EMPLOYEE RIGHTS OF PURCHASE.** The Housing Trust hereby grants to the Town five (5) revolving rights of first purchase, each and all of which are superior to any other revolving rights of purchase in existence now or in the future, for an Employee to purchase a Residential Unit, subject to the terms and conditions of this Agreement (each an “EROP” and collectively, the “EROPs”). For purposes of this Agreement, “Employee” shall be defined as an individual that meets the applicable requirements for qualification by the Town and by the Housing Trust, provided that an Employee of the Town does not need to comply with any income or assets qualifications of the Housing Trust.

A. **First Purchase Terms.** On the same date hereof, the Housing Trust recorded a Homebuyer Special Restriction against each Residential Unit in the Office of the Clerk of Teton County, Wyoming that memorializes of record those covenants

and restrictions that will affect each Residential Unit (the “Special Restriction”). Each of the Special Restrictions includes the following retained property rights: (i) an option for the Housing Trust to purchase each Residential Unit, and (ii) a right of first refusal in lieu of an option for the Housing Trust to purchase each Residential Unit. Such option and right of first refusal are triggered by several events, including but not limited to, the delivery of notice to the Housing Trust of a current owner’s desire to sell its Residential Unit (each, a “Re-Purchase Event”). At such time that a Re-Purchase Event occurs whereupon the Housing Trust’s rights and options to purchase a Residential Unit is triggered, and if there is an available EROP, the following requirements shall apply and the parties hereto agree as follows:

(i) the Housing Trust shall deliver notice to the Town of the Re-Purchase Event (the “EROP Notice”). Upon delivery of the EROP Notice, the Town shall have ten (10) days after receipt of the EROP Notice to either notify the Housing Trust in writing that the Town is waiving the applicable EROP with respect to the subject Residential Unit or that the Town has an Employee interested in looking at the subject Residential Unit. If the latter, the interested Employee shall have another ten (10) days to determine if it would like to purchase the Residential Unit and sign a binding purchase contract (the “Exclusive Purchase Option Period”). Prior to the expiration of the Exclusive Purchase Option Period, the Town must notify the Housing Trust in writing that the Town is either waiving the applicable EROP with respect to the Residential Unit or that the Town is exercising the applicable EROP for the Employee to purchase the subject Residential Unit.

(ii) If the Town exercises its EROP for an Employee to purchase the Residential Unit, such purchase shall be completed by the Employee pursuant to Section 3 of this Agreement and the terms and conditions set forth in the Special Restriction.

B. Waiver; EROP Reviving Event. If the Town does not send notice to the Housing Trust either within ten (10) days of receipt of the EROP Notice or if the Town waives the applicable EROP or if the Employee does not complete the purchase of the Residential Unit pursuant to Section 3 after being provided notice and the expiration of any applicable cure period set forth in an executed purchase contract, then the Housing Trust shall have the automatic right to facilitate the purchase of the subject Residential Unit to another qualified buyer and each party hereto shall have no further rights or obligations to the other party with respect to the subject Residential Unit. Thereafter, the Town will have an EROP on the next available Residential Unit until the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof. After the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof, the applicable EROP shall be stayed until the earlier to occur of the following events (each an “EROP Reviving Event”): (i) the Town notifies the Housing Trust that the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP is no longer employed by the Town; or (ii) the Employee that owns the Residential Unit that

was purchased as a result of the Town exercising the applicable EROP sells such King Street Residential Unit.

2. **AFFIDAVITS.** The parties hereto agree to execute and record an affidavit in the Office of the Clerk of Teton County, Wyoming upon the occurrence of the following events for the purpose of providing clarity to the public and to the parties hereto as to the status of each revolving EROP granted herein:

- A. Upon the occurrence of the Town of Jackson waiving an EROP, either by sending a notice of waiver to the Housing Trust within ten (10) days of receipt of the EROP Notice or by not sending notice to the Housing Trust after receipt of the EROP Notice, to clarify that the EROP remains active;
- B. Upon the occurrence of the purchase of a Residential Unit by an Employee to clarify that the applicable EROP is stayed until the occurrence of an EROP Reviving Event; and
- C. Upon the occurrence of an EROP Reviving Event to clarify that such EROP is revived as an active EROP.

3. **CLOSING PROCEDURES FOR EXERCISE OF EROP.** The purchase of the Residential Unit by the Employee shall occur as follows:

- A. The Employee shall complete the purchase in accordance with any Housing Trust Guidelines adopted by the Housing Trust, as amended.
- B. For the resale of Residential Units, the Employee shall purchase the Residential Unit at the Transfer Price or at the Actual Purchase Option Price or the Maximum Resale Price, as applicable, as these terms are defined in the Special Restrictions for the subject Residential Unit, and all amendments thereto, and the closing shall be completed in accordance with any applicable timelines and procedures set forth in the Special Restrictions and any guidelines adopted by the Housing Trust and as amended from time to time.

4. **ENTIRE AGREEMENT; MODIFICATION; MEMORANDUM.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the option and terms contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. The parties hereto agree to execute a Memorandum of Agreement in the Office of the Clerk of Teton County, Wyoming contemporaneously upon the execution of this Agreement, which shall be recorded against each Residential Unit. Notwithstanding anything herein contained to the contrary, this Agreement shall automatically lapse and become void and of no force or effect in the event of a lawful foreclosure of the Property after the expiration of all applicable redemption periods.

5. **APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Time is of the essence of this Agreement.

6. **HEADINGS; BINDING EFFECT.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof. In the event any option or right set forth herein shall be construed to be subject to any rule of law limiting the duration thereof, the parties hereto agree as follows: (i) the time period for the exercising of such option or right shall be construed to expire on the last day of the 99th year after the execution of this Agreement; and (ii) for and in consideration of One Hundred and No/100 (\$100.00) to be paid upon the expiration of this Agreement by the Town to the Housing Trust, this Agreement shall be renewed and extended for one additional 99 year term.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

8. **INTERPRETATION; SEVERABILITY; CONSTRUCTION.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

9. **ENFORCEMENT.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees.

10. **NOTICES.** Notices hereunder shall be given only by hand-delivery, certified letter, fax or telegram and shall be deemed given when received, if hand-delivered, or when the letter (sent certified mail, return receipt requested, addressed as set forth below) is deposited in the mail, or when transmission is confirmed, if by fax, or when filed with the telegraph company, if telegraphed, postage or charges prepaid. All notices required or permitted by any provision of this Agreement shall be directed as follows:

To Housing Trust at:

Jackson Hole Community Housing Trust
P.O. Box 4498
Jackson, Wyoming 83001
Facsimile: 307-739-0922

To Town at:

Town Attorney
Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001
Facsimile:

With a copy to:

Town Clerk
Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001
Facsimile: 307-739-0919

[Signature Page Follows]

HOUSING TRUST:

TOWN:

Employee Right of Purchase Agreement
Page 6 of 7

TOWN OF JACKSON

BY: _____
its Mayor

ATTEST:

BY: _____
its Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by Pete Muldoon and Sandy Birdyshaw, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this day of _____, 2019.

Witness my hand and official seal.

Notary Public

My Commission Expires:



BOARD OF COMMISSIONERS



TOWN COUNCIL

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: December 5, 2019

MEETING DATE: December 11 & 12, 2019

SUBMITTING DEPARTMENT: Joint Long-Range Planning

DEPARTMENT DIRECTORS: Tyler Sinclair and Chris Neubecker

PRESENTER: Bruce Meighen, Logan Simpson (Consultant)

SUBJECT: Comprehensive Plan Update - Growth Management Program (GMP) Review and Phase 2
Consideration of proposed Plan enhancements and modifications

PURPOSE

The purpose of this meeting is to consider Comprehensive Plan enhancements that have been proposed through the GMP review process, and to provide direction for enhancements to be included in the draft Comprehensive Plan Update.

BACKGROUND

With the adoption of the 2020 Annual Work Plan the Town and County approved a three phase Growth Management Program review and Comprehensive Plan Update. When the Comprehensive Plan was adopted in 2012, a Growth Management Program was included to provide a quantifiable growth trigger and measurable indicator to achieve our primary values. When a 5% growth in the number of residential units in the Town and County was reached in 2017, that trigger required us to ensure that we are meeting the primary targets of directing 60% of development into suitable locations (Town and Complete Neighborhoods) and housing 65% of our workforce locally. Analysis concluded that through zoning efforts, 60% of development is directed into suitable locations but we are not housing 65% of our workforce locally. Missing the target on one of these primary indicators means that the Growth Management Program routes us into a Comprehensive Plan Update to assess and implement corrective actions holistically through a lens of interconnected goals and mutually supportive strategies. The premise of this adaptive management approach is to maintain consistency and confidence in our community Vision and Values, and to be dynamic and progressive in the way we form goals, policies and strategies. We are living our Vision and Values in a changing environment, working toward the best for our community and using the Comprehensive Plan as a trail map. Evidence of the many milestones we have reached since 2012 support our continued path forward and the Growth Management Program provides waypoints for us to reassess the tools in our pack, make route corrections, and break down large obstacles into strategic, incremental steps. A new component recommended in this update is to also give ourselves the space to explore big-picture, out-of-the-box ideas. That is, while we continue putting one foot in front of the other toward our desired future, we also continue moving goals out to the horizon with open minds toward leaps and bounds that could be made with previously unexplored new or different planning models.

Phase 1 has been completed with the release of the report "The Comp Plan Seven Years Later: Are We on Track?", which provided an analysis of key data trends and public perception about whether the community is achieving our Comprehensive Plan ("Plan") goals. This information was presented and discussed at the October

7th Joint Information Meeting

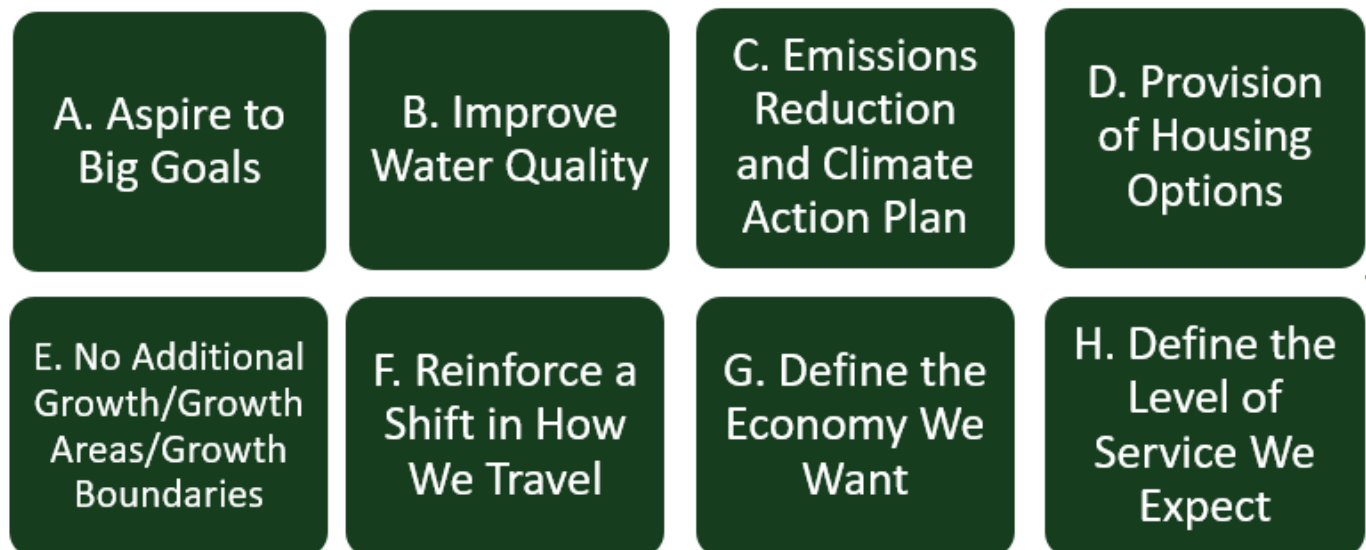
Phase 2 included a community Open House, a workshop for Spanish-speakers and an online questionnaire to solicit Plan enhancement suggestions from the community. During Phase 2, public input and staff recommendations were considered by the Joint Planning Commissions on November 20, 2019 where a motion was made that recommended amendments to Planning Staff's initial recommendation. To complete Phase 2, the Town Council and Board of County Commissioners will consider proposed Plan modifications and provide direction on which suggestions to include in the Phase 3 draft of the updated Comprehensive Plan.

Based upon the direction provided in Phase 2, Phase 3 will consist of review and formal consideration of an updated Comprehensive Plan by the Planning Commissions and Elected Officials. Phase 3 will be presented as a draft of the entire Comprehensive Plan with directed updates included for final review by the public, the Town and County Planning Commissions, and the Town Council and Board of County Commissioners before formal adoption.

ALTERNATIVES

The GMP Phase 2 Report "Plan Updates and Corrective Actions: What's Next?" breaks proposed enhancements and modifications into three (3) categories for consideration. Category 1 and Category 2 items are recommended for approval to be incorporated in the Comprehensive Plan Update. Category 3 items are not recommended for incorporation in the Plan Update at this time.

To ensure an efficient meeting, we will focus discussion on Category 1 key enhancement topics listed below:



Most of the Category 1 issues relate directly back to the key trends identified during Phase 1. Officials should come to the meeting prepared to discuss each of these eight (8) topics including any proposed amendments you may have. In addition, prior to the meeting, officials should identify if there are any items from Categories 2 or 3 that you would like to discuss, and staff will provide an opportunity for discussion if that is the desire of a majority of the group. Staff does not intend to address each Category 2 and 3 item individually at this meeting. It is integral to the success of this working meeting that all participants come prepared. Please use the Attachments list of this staff report as a resource guide for meeting preparation. All participants should be familiar with all resources attached. Planning Staff is available prior to the meeting for questions or discussion, if needed.

The purpose of this meeting is to consider and approve key enhancements to the Comprehensive Plan update, which are based on the Plan's vision, recent trends, annual indicator review, Plan audit, public input,

workshops, and staff recommendations. The result of this meeting will be a list of amendments to be incorporated into the current Comprehensive Plan for review and approval in Phase 3.

MEETING AGENDA

December 11, 2019

8:00AM-12:00PM: Category 1 Enhancements

- For each of the eight Category 1 Enhancements (labeled A through H), Staff will provide a brief outline of the topic then Council and Board will have time to discuss and make a recommendation on the presented modifications based on a majority opinion. Each Category 1 topic will be allocated approximately 40 minutes for the above tasks, so it is expected that at least items A through E will be covered on Day 1.

December 12, 2019

8:00AM-10:00AM: Category 1 Enhancements continued

- The Day 1 task will continue with the expectation that direction on all Category 1 items will be provided by 10:00AM

10:00AM-11:00AM: Category 2 Enhancements

- An hour is allocated for discussion and direction on proposed enhancements listed under Category 2 with the expectation that not all items will be discussed. If it is in the interest of the group to discuss or modify the recommendation Staff and Planning Commission have made on any Category 2 items, those items need to be identified at this time. If no changes are directed at this meeting, each Category 2 item will be included in the Comp Plan Update as presented in this report.

11:00AM-12:00PM: Category 3 Items

- An hour is allocated for discussion and direction on proposed enhancements listed under Category 3 with the expectation that not all items will be discussed. If it is in the interest of the group to discuss or modify the recommendation Staff and Planning Commission have made on any Category 3 items, those items need to be identified at this time. If no changes are directed at this meeting, none of the Category 3 items will be included in the Comp Plan Update.

ATTACHMENTS

- GMP Phase 2 Report: Comp Plan Updates and Corrective Actions: What's Next?
- Joint Planning Commission Meeting Video on Phase 2 (November 20, 2019)
(<http://tetoncountywy.swagit.com/play/11202019-1240>)
- GMP Phase 1 Report: "The Comp Plan Seven Years Later: Are We on Track?"
(<http://www.jacksontetonplan.com/DocumentCenter/View/1558/October-14-2019-GMP-Phase-1-Summary-Paper>)

FISCAL IMPACT

Phase 2 has progressed within the budget and staff resources indicated in the project Scope of Work approved in June 2019.

STAFF IMPACT

Phase 2 has progressed within the budget and staff resources indicated in the project Scope of Work approved in June 2019.

LEGAL REVIEW

None at this time

PLANNING STAFF RECOMMENDATION

Planning Staff recommends that the Key Enhancements identified in Category 1 and the Plan Enhancements and Implementation Directives identified in Category 2 of the GMP Phase 2 Report be incorporated in the Comprehensive Plan Update for formal review and adoption in Phase 3 of this project.

JOINT PLANNING COMMISSIONS RECOMMENDATION

At their November 20, 2019 joint meeting, the Town of Jackson Planning Commission and the Teton County Planning Commission made the following amendments to Staff's recommendation:

Category 1: Key Enhancement Topics

A. Aspire to big goals

- Investigate another word to replace "aspirational" that is more suited to measurable, attainable goals but also encourages ambitious, bold ideas and concepts.

B. Improve water quality

- Expand B3 to ensure comprehensive, holistic monitoring of both surface and subsurface waters throughout the entire valley.

E. No additional growth/growth areas/growth boundaries

- Move E2 up; deemed necessary for implementation in 2020.
- Add Category 2 item #19 to work with the State and statewide organizations to keep local decisions local as a strategy for Topic E. Include exploration of potential impacts of state-exempt family subdivisions with direct coordination and cooperation with local large landowners.

G. Define the economy we want

- Amend G2; adopt a strategy to update Section 6 so that it is clear and consistent with the rest of the Plan and considers the impact of local higher education and training opportunity.
- Change the name to Economic Implementation Plan (as opposed to Economic Development Plan)

Category 2: Plan Enhancements and Implementation Directives

- #74: Exploration of setting a minimum wage should begin with data collection.
- Move #164 to Category 2: Reevaluate parking requirements to facilitate density.

SUGGESTED MOTIONS

TOWN:

I move to approve the Key Enhancements identified in Category 1 and the Plan Enhancements and Implementation Directives identified in Category 2 of the GMP Phase 2 Report, as amended by the Town and County Planning Commissions and as amended at this meeting, for incorporation in the Comprehensive Plan Update for formal review and adoption in Phase 3 of this project.

COUNTY:

I move to approve the Key Enhancements identified in Category 1 and the Plan Enhancements and Implementation Directives identified in Category 2 of the GMP Phase 2 Report, as amended by the Town and County Planning Commissions, and as amended at this meeting, for incorporation in the Comprehensive Plan Update for formal review and adoption in Phase 3 of this project.



JOINT PLANNING COMMISSION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: November 15, 2019
MEETING DATE: November 20, 2019

SUBMITTING DEPARTMENT: Joint Long-Range Planning
DEPARTMENT DIRECTORS: Tyler Sinclair and Chris Neubecker
PRESENTER: Bruce Meighen, Logan Simpson (Consultant)

SUBJECT: Comprehensive Plan Update - Growth Management Program (GMP) Review and: Phase 2
Consideration of proposed Plan enhancements and modifications

PURPOSE

The purpose of this meeting is to review key suggestions for Comprehensive Plan enhancements or modifications that have been proposed throughout the GMP review process.

BACKGROUND

With the adoption of the 2020 Annual Work Plan the Town and County approved a three phase Comprehensive Plan – Growth Management Plan review.

Phase 1 has been completed with the release of the report “The Comp Plan Seven Years Later: Are We on Track?” which provided an analysis of key data trends and public perceptions on whether the community is achieving our Comprehensive Plan goals. This information was presented and discussed at the October 7th Joint Information Meeting.

Building on Phase 1, Phase 2 included a community open house, a workshop for Spanish-speakers and an online questionnaire to solicit ideas for Plan enhancements and modifications. During Phase 2, public input and staff recommendations will be considered by the Joint Planning Commissions and subsequently by the Town Council and Board of County Commissioners for inclusion in an updated Plan.

Based upon the direction provided in Phase 2, Phase 3 will include review and formal consideration by the Planning Commissions and Elected Officials of an updated Comp Plan.

ALTERNATIVES

The GMP Phase 2 Report “Plan Updates and Corrective Actions: What’s Next?” breaks proposed enhancements and modifications into three (3) categories for consideration. Category 1 and Category 2 items are recommended for approval to be incorporated in the Comprehensive Plan Update. Category 3 items are those suggestions received by Planning Staff that are not recommended for incorporation in the Plan Update at this time.

To ensure an efficient meeting, we will focus discussion on Category 1 key enhancement topics. Most of the Category 1 issues relate directly back to the key trends identified during Phase 1. However, if there is an item from Categories 2 or 3 that you would like to discuss, please make note of that item prior to the meeting and Staff

will provide an opportunity for discussion if that is the desire of a majority of the group. Staff does not intend to address each Category 2 and 3 item individually at this meeting.

ATTACHMENTS

GMP Phase 2 Report: Comp Plan Updates and Corrective Actions: What's Next?

FISCAL IMPACT

Phase 2 has progressed within the budget and staff resources indicated in the project Scope of Work approved in June 2019.

STAFF IMPACT

Phase 2 has progressed within the budget and staff resources indicated in the project Scope of Work approved in June 2019.

LEGAL REVIEW

None at this time

RECOMMENDATION

Planning Staff recommends that the Key Enhancements identified in Category 1 and the Plan Enhancements and Implementation Directives identified in Category 2 of the GMP Phase 2 Report be incorporated in the Comprehensive Plan Update for formal review and adoption in Phase 3 of this project.

SUGGESTED MOTIONS

TOWN:

I move to recommend that the Key Enhancements identified in Category 1 and the Plan Enhancements and Implementation Directives identified in Category 2 of the GMP Phase 2 Report, as presented by Staff and as amended at this meeting, be incorporated in the Comprehensive Plan Update for formal review and adoption in Phase 3 of this project.

COUNTY:

I move to recommend that the Key Enhancements identified in Category 1 and the Plan Enhancements and Implementation Directives identified in Category 2 of the GMP Phase 2 Report, as presented by Staff, and as amended at this meeting, be incorporated in the Comprehensive Plan Update for formal review and adoption in Phase 3 of this project.

Comp Plan Updates and Corrective Actions: What's Next?

November 2019



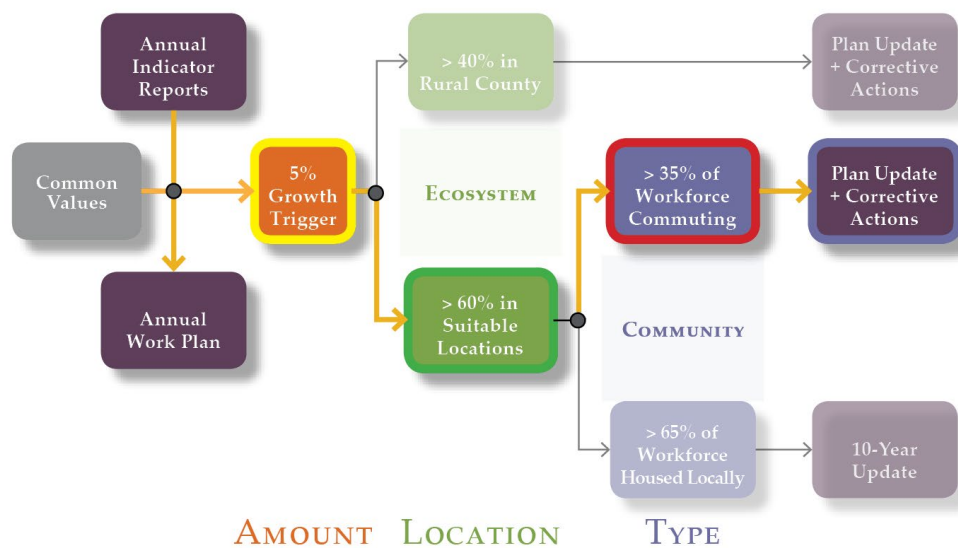
Jackson/Teton Comprehensive Plan Update

Phase 2 Report

Comp Plan Updates and Corrective Actions: What's Next?

Prepared 11/15/2019 for 11/20/2019 Joint Planning Commission meeting

The Jackson/Teton County Comprehensive Plan is an adaptive management plan. The purpose of adaptive management is to analyze our implementation of the goals set in 2012 when the Comprehensive Plan was adopted and then identify any updates and corrective actions needed. The Growth Management Program (GMP) is the Plan's adaptive management program - it ensures that at a certain amount of growth, we will confirm that growth is happening in the right location and is of the desired type. If satisfied, implementation will continue. If not, we will adapt. This adaptation process is occurring because the community experienced 5% residential growth in 2017, with nearly 60% of units being built in complete neighborhoods since 2012, but only 57% of the workforce lives locally, 8% below the goal under the type category. Job and traffic growth continue to outpace housing and permanent population growth – triggering this consideration of plan updates and targeted corrective actions.



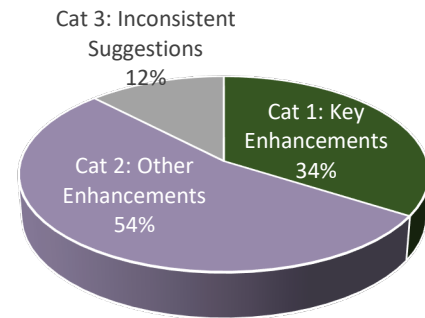
We are currently in Phase Two of the three-phase GMP adaptation process. Phase Two builds off of Phase One, where in August and September 2019, the community completed the analysis of past implementation through a plan audit, stakeholder interviews, questionnaires, and trend analysis. We encourage you to review those documents as they provide the foundation for the following considerations. Through that Phase 1 analysis, four key trends from the past seven years were identified:

- Greenhouse gas emissions are increasing
- Continued demand for housing
- Increasing inequality
- Positive community development pattern

In October 2019 the community considered these trends and other items identified in the Phase One report, [“Are We on Track”](#) and brainstormed potential next steps at an Open House and through another questionnaire. Now, in Phase Two, it is time to decide which of the suggested next steps the community is going to take to further our vision. This document is the result of compilation and analysis of all suggested plan enhancement and provides staff's recommendation for next steps.

Three Comment Categories

Over 900 suggestions for Plan enhancements have been made through the Growth Management Program (GMP) review process. To consider all of that input, staff has combined duplicate comments and grouped suggestions by topic. A table of all grouped suggestions is included as part of this report. Staff has classified suggestions into three categories:



Category 1: Key Enhancements

Category 1 suggestions represent the key enhancements staff recommends based on the “[Are We on Track?](#)” review of where we have been. Most of the Category 1 issues relate directly back to the key trends identified in the “Are We on Track?” review of the past seven years. About 34% of suggestions received fall into one of the Category 1 topics, which are listed below and discussed in the following pages.

- A. Aspire to big goals
- B. Improve water quality
- C. Emissions Reduction and Climate Action Plan
- D. Provision of housing options
- E. No additional growth/growth areas/growth boundaries
- F. Reinforce a shift in how we travel
- G. Define the economy we want
- H. Define the level of service we expect

Category 2: Plan Enhancements and Implementation Directives

Category 2 suggestions are consistent with the Comprehensive Plan vision and are recommended for approval. Some will be implemented through minor updates to the Plan. Some will be implemented at a later date through a separate process, but will be documented as strategies through this process. Others are affirmations of existing policies or strategies. About 54% of suggestions fall into Category 2. See the [table](#) for Category 2 suggestions.

Category 3: Inconsistent Suggestions

Category 3 suggestions are not recommended for implementation. Some suggestions are outside of the scope of the Comprehensive Plan at this time, but may be relevant in future GMP reviews. Others are inconsistent with the Comprehensive Plan Vision. Others have been recently considered. About 12% of the suggestions fall in to Category 3. See the [table](#) for Category 3 suggestions.

Discussion: Category 1 – Key Enhancements

Topic A: Aspire to Big Goals

A positive outcome of the “Are We on Track?” analysis was the identification that some goals are not well enough defined to measure success, and others may not be aspirational enough to drive a better future in a community that has achieved so much already. Staff recommendations are about ensuring each goal in the Plan is aspirational and measurable, adding a GMP target for ecosystem stewardship, and creating a planning structure and public engagement that supports and encourages big ideas.

Staff Recommendation

A1. Update each of the ten Comprehensive Plan section goals to be aspirational and measurable.

- Unless the section is listed below, update each section goal to be aspirational and measurable, then refine the indicators so that each indicator responds directly to a section goal, and each section goal has an indicator(s).

Each section of the Plan has a goal. However, this GMP review has identified opportunities to enhance those goals. Not all goals have directly associated indicators. Some goals are not well defined. Some goals are practical, while others are aspirational and challenging. The goals that best serve the community are those that are both aspirational and measurable; such goals push the community to look for new solutions and allow us to see when we have done something special. The principles and policies in most sections of the Plan provide plenty of content to set such goals. Each goal needs an indicator(s) to measure success. However, indicators that do not specifically relate to a goal complicate the community's vision and should be avoided. For example, the Section 2: Climate Sustainability goal can be revised to limit greenhouse gas (GHG) emissions to 2012 levels—this update is aspirational and measurable with a defined indicator.

- Add a strategy to update the goal and indicators for Section 1: Wildlife, Natural Resources, and Scenery through a future process

There is broad agreement that the goal and indicator(s) of stewardship of wildlife, natural resources, and scenery needs refinement. However, consensus has not been reached on what the update should be, and therefore additional discussion will be needed to set the goal and determine the appropriate indicator(s) of success.

- Establish the appropriate goal and indicators for Section 6: Economy through the update of that section (see recommendation G2)
- Add a strategy to update the goal and indicators for Section 8: Quality Community Service Provision through a future process (essentially the same as recommendation H1)

Updating the goals in Section 6: Economy and Section 8: Quality Community Service Provision will occur as part of the implementation of other strategies recommended by staff, as a larger conversation is needed on each of these topics.

A2. Update the GMP review structure to have an Ecosystem Stewardship target (2012 GHG), Growth Management target (60/40), and Quality of Life target (65%).

A variation on the theme of improving the aspiration and definition of our goals is ensuring all three common values of community character are represented in the GMP review structure. The current 60/40 target addresses Growth Management and the current 65% workforce housing target addresses Quality of Life. There is not currently a target that addresses Ecosystem Stewardship, although one should be determined. Common Value 1: Ecosystem Stewardship is represented in Section 1 (Stewardship of Wildlife, Natural Resources and Scenery) and Section 2 (Climate Sustainability) of the Comp Plan. Since the Wildlife, Natural Resources, and Scenery (Section 1) goal and indicators are in need of update in a separate process from this GMP project, the updated Climate Sustainability (Section 2) goal to limit greenhouse gas (GHG) emissions to 2012 levels should serve as the Ecosystem Stewardship target at this time. However, the target may be updated as the Section 1 goal is updated.

A3. Create a Principle 9.3 that supplements the annual, tactical monitoring and work planning (Principle 9.2) with a commitment to a culture of planning that looks far beyond our current planning models to new ones that directly tackle the challenges that we face now and will in the future.

Coupled with aspirational goals is the need for room to explore outside-the-box approaches and alternative scenarios of the future. The current adaptive management process (Section 9) involves annual tactics and a larger check-in at a 5% growth interval (this GMP review). The recommendation is to augment that process with planning that looks further into the future (e.g. what will it take to address climate change? what does our outdoor recreation-based culture and economy look like after 50 years of climate change?) and explores bigger ideas (e.g. what would it take for all vehicle trips in 2040 to occur in shared, electric, autonomous vehicles?). Some of these concepts would challenge the best practices in the nation and help ensure that our community reaches its vision in an ever-changing environment. Our community would lead the way. Such planning will allow future adaptive management to build not just on what we have learned, but also what might be possible.

A4. Add public engagement, planning processes and outreach policies to Principle 9.2 regarding annual, tactical engagement and Principle 9.3 regarding continuous engagement on community values and aspirational opportunities.

In order to pursue big ideas, continuous engagement around community values and ideas is needed. The public found the increased engagement in Plan implementation to be one of the successes of the past seven years. That success should be documented and built upon through policies with regard to outreach and engagement. A policy in Principle 9.2 would commit to building on the success of recent engagement efforts around implementation initiatives. A policy in Principle 9.3 would commit to continuously asking the entire community about their values, reporting what is being done about the community's goals, and exploring big ideas.

Topic B: Improve Water Quality

The "Are We on Track?" analysis identified decreasing water quality as a negative trend in ecosystem and human health in the community. These recommendations respond to that trend and are greatly influenced by the input from the Teton Conservation District.

Staff Recommendation

- B1. Update Principle 1.2 to focus on enhancing surface and groundwater quality.
- B2. Adopt a strategy to develop a water quality enhancement plan.

As written, Principle 1.2 is focused on maintaining quality surface water. In 2019 we know that we have areas of declining water quality in need of enhancement. We also know that the issue is with both surface and groundwater. The goal of maintenance needs to be replaced by a goal of enhancement and the focus needs to expand to groundwater. Through this GMP review the policies of Principle 1.2 can be updated, but additional work will be needed to create an action plan of future efforts to manage stormwater and wastewater for the Town and County. A water quality enhancement plan similar to what the Town has envisioned will identify the specific strategies the community should pursue, which will likely include updates to stormwater management regulations and wastewater treatment regulations in addition to other non-regulatory actions.

- B3. Update Policy 1.2.c to commit to coordinated water quality monitoring with Teton Conservation District.

To inform the water quality enhancement plan, the Town and County should commit to supporting and utilizing the water quality monitoring information gathered by the Teton Conservation District.

Topic C: Emissions Reduction and Climate Action Plan

The “Are We on Track?” analysis identified increasing greenhouse gas emissions as one of the key trends from the past seven years. It is important because greenhouse gas emissions change the climate and climate change will affect all aspects of our ecosystem, culture, and economy. The recommendation on this topic is essentially a two-phase approach. First, through this process, we should more clearly set the framework – we need to reduce emissions to limit climate change while also planning for the change that is certain to occur. Second, through a future effort, we should update our principles and policies to respond to that framework and create an action plan to implement the updated principles and policies.

Staff Recommendation

C1. Update Section 2 goal to speak directly to:

- Reducing greenhouse gases to limit climate change.
- Planning for climate change that is certain to occur.

The language in Section 2 is currently oriented toward reducing the consumption of nonrenewable energy. Reducing greenhouse gases that contribute to climate change is the reason, but the section is oriented toward energy consumption. This framing obscures the issue and limits the available solutions. If the intent of the community is to get serious about reducing emission of greenhouse gases that contribute to climate change, the first step is to say it. In addition, the section should be updated to acknowledge that climate change cannot be avoided and must be planned for.

C2. Adopt a strategy to replace Section 2 with a revised statement of principles and policies around emissions reduction and climate change adaptation.

C3. Adopt a strategy to develop an Emissions Reduction and Climate Action Plan to implement the revised Section 2.

Through this GMP review process, the community can clarify and update its overall climate goals. However, updating the policies and principles of Section 2 to address the updated goals cannot be completed by January 2020 and will require a future effort. There are many communities that have adopted Emission Reduction and Climate Action Plans from which we can build. Many of those plans include policies and strategies that already exist in our Growth Management and Quality of Life sections (e.g. limiting commuting and deprioritizing single-occupancy vehicles). We have a foundation, we are not starting from scratch, but our Climate Section needs to be linked to all of the other sections of the Plan and needs to augment those sections with policies that further reduce emissions and respond to climate change (e.g. what sources of renewable energy do we support, are we committed to zero-emission public buildings and vehicles, etc.). The section update should be coupled with creation of an action plan because action plans are successful in organizing implementation efforts. An action plan will also allow the Town and County to chart the desired course and then turn implementation over to Energy Conservation Works (ECW) and other partners.

Topic D: Provide housing options

The “Are We on Track” review identified the continued demand for housing as a key trend. When asked what we need to work on, the provision of housing options was by far the top response. In addition, lack of housing has emerged as an underlying issue in recent Community Health Needs Assessments and the Human Services Plan (currently under development) due to the interrelatedness of housing to many community health and human services issues. Staff’s recommendation is to find ways to encourage use of the housing tools that have

been developed in order to take action. The community does not want more housing policy they want more housing options.

Staff Recommendation

D1. Amend Policy 4.3.b to reflect that updated zoning has been adopted in transitional subareas and development is encouraged to utilize the allowances and incentives in that zoning.

What is needed is clear, respectful implementation of the updated zoning in transitional subareas. The purpose of that zoning is to provide the very housing the community desires and needs. Staff recommends updating the policy regarding transitional subareas in Town (4.3.b) to acknowledge that the zoning has been updated and the mandate now is to use it. Encouraging the allowed density to be built and the existing housing incentives to be used mirrors a similar policy in the Housing Action Plan.

D2. Add a Strategy to make impactful investments in infrastructure and catalyst investments in housing projects in transitional subareas.

D3. Add a Strategy to develop neighborhood plans for transitional residential subareas that address easing the transition for existing residents.

Beyond stating its support, staff recommends the Town and County prioritize public infrastructure investments in transitional areas that will encourage market redevelopment that utilizes the incentives. The Town and County should also continue to focus public housing investment in transitional subareas where the adopted housing incentives provide the greatest opportunity. However, it should also be acknowledged that the residents of residential transitional neighborhoods are being asked to adapt to a significant change in their neighborhoods and they should be involved in the infrastructure planning process to ease the transition.

Controversial conversations about additional height in Town or growth in the County are unnecessary if the current housing incentives can be implemented. The current housing incentive program purposefully allows more growth than the growth cap allows in order to avoid underuse of the tool. (The cap is maintained through Division 7.8 of the Town LDRs that voids the housing incentive program once the indicator report indicates the cap has been reached.)

D4. Add a strategy to develop a goal for the human character of the community, including necessary updates to the principles and policies throughout Section 5-8 (Common Value 3).

A number of comments and suggestions raise questions about the housing needs (and broader quality of life) for seasonal workers, retirees, new community members, long-time community members, families, and everyone in between. Comments would indicate that every group in the community needs some degree of focus. It may be that the 2012 Plan simplified a complex issue too much by elevating the focus on workforce housing.

One of the visions that was lost in 2012 was the socio-cultural goal of being a community first, resort second. If that goal is still appropriate and still describes how we want to treat each other, be treated, and be viewed it should be reinstated. If it is no longer relevant it should be replaced. To make that decision, the community needs to discuss its goals regarding everything from empathizing with long-time residents who do not recognize their community anymore to supporting newcomers who were attracted here because of something we have done well. Creating and documenting policies that define and ensure inclusivity as a defining community value will go a long way to refining the housing, economy, and service delivery sections of the Plan.

Topic E: No additional growth/growth areas/growth boundaries

One of the key trends in the “Are We on Track?” review is the success achieved around managing the amount and location of growth. It is no small achievement to shift 20% of the community’s development potential from areas of undeveloped habitat to areas of existing infrastructure. The recommended Plan updates indicate the intention to stay the course through documenting decisions made and promoting implementation of the tools in place rather than exploring new tools that might actually undercut the community’s largest successes.

Staff Recommendation

E1. Update Policy 3.1.a to reflect residential and nonresidential caps at pre-2012 development potential.

The existing cap on residential growth at the level established in 1994 was central to the Plan adoption and solidified by Town and County discussions around the zoning updates adopted in 2016 and 2018. Through those discussions, specifically in January 2016, a cap on nonresidential potential was also defined that respected existing rights without desiring any additional potential. There were a number of explicit or implicit suggestions through this process that the caps be eliminated or raised in order to address housing. While the implications of the caps need to be monitored, the issue has been extensively discussed at this point. The zoning, housing, transportation, and conservation programs developed since 2012 rely on the cap system to create opportunities for housing and conservation. Re-discussion of the caps at this point will only introduce uncertainty into what is now a comprehensive implementation strategy that will provide housing opportunities if implemented. The cap system should be clearly stated in the Plan, but should not be updated or changed.

E2. Add a policy in Principle 3.1 that creates a priority list of corrective actions to address when lack of housing provision is identified, and clearly state that only the first action is deemed necessary in 2019.

1. Remove barriers and catalyze development in existing high-density zones through impact infrastructure investment and support for projects that utilize housing incentives. (2019)

These actions are not currently being recommended by staff but prioritization of actions 2-6 should be considered.

2. Add height in transitional subareas in Town. (Future)
3. Add density to Subarea 3.3: Fairgrounds. (Future)
4. Add density to Subarea 5.6: Northern South Park. (Future)
5. Add density to Subarea 12.2: 390 Residential. (Future)
6. Add density to Subarea 7.2: Hog Island Home Business. (Future)

As discussed above (in Topic D) all that is needed right now is to support existing tools, because they should be given a chance to succeed before they are abandoned. The additional residential potential is not needed at this time. However, if development of the transitional subareas using the existing housing incentives cannot be achieved, additional potential will have to be identified. In order to provide predictability, the order of priority for such discussions should be identified in advance. The recommended order of priority above represents the extent to which existing infrastructure, especially walk/bike/bus infrastructure, is already in place to serve additional residential units. The order of priority also acknowledges that the housing and conservation goals of the community mean that relying solely on single-family housing is not a feasible solution.

Other suggested tools, such as adding a growth boundary or a growth rate management system are not necessary. In other communities, such tools have provided commitment to a consolidated development

footprint and adaptive management. However, our community has exhibited success in remaining committed to the Character Districts and adaptive management planning without such tools.

Topic F: Commit to a shift in how we travel

One of the key trends identified in the “Are we on Track?” review was increasing greenhouse gas emissions. Our travel decisions account for about 80% of our emissions. Per capita vehicle miles traveled have increased since 2012, particularly in the winter and shoulder seasons. The recommended plan updates and future actions are intended to provide a clearer transportation vision to reinforce additional action regarding a shift in how we travel because we can only find alternatives to travel by single-occupancy vehicles if we commit to looking for them.

Staff Recommendation

F1. Rephrase the Principles and reorganize the policies accordingly

- 7.1: Reduce vehicle emissions.
- 7.2: No new SOV capacity, Prioritize bike/walk/bus infrastructure.
- 7.3: Coordinated, regional transportation planning.

F2. Refine Chapter 7 to incorporate the ITP as the implementation plan.

In terms of principle and policy updates, the main clarifications recommended are a syncing of the Comprehensive Plan section and the ITP (now that the ITP exists) and clear emphasis on the main transportation related goals – reduced vehicle emissions and no new single-occupancy vehicle capacity. These updates represent a strengthening and emphasis of the policies in the Plan but are largely just a reorganization effort. The Update of the section will be coordinated with the technical update to the ITP that is occurring in parallel.

F3. Add a policy about the importance of evaluating outside-the-box transportation solutions

There were not any strategies suggested through this process that do not already exist in the Comprehensive Plan or ITP. There were a number of specific strategies that fall within broader efforts, but no new strategies were developed. For example, there were a lot of TDM methods suggested that will be evaluated as part of Strategy 7.1.S.4, implement a TDM program; and a lot of funding ideas suggested that will be evaluated as part of Strategy 7.1.S.2, consider a funding source for walk/bike/bus travel. What is needed most at this point is an allocation of resources and prioritization of the strategies already in place. However, the Plan should be enhanced with a new policy that encourages out-side-the-box solutions to be explored. While many of the specific strategies fall under broader existing efforts, some are at the edges of what is possible. A policy is needed to encourage the community and WYDOT to explore those less conventional alternatives as part of its transportation planning.

Topic G: Define the economy we want

The “Are We on Track?” review identified that the economic vision for the community is vague but that the growing inequality in the community is likely contrary to the community’s economic vision. Just as the past economic performance was hard to gauge, the suggestions for a future economic vision are hard to evaluate without a clear economic vision. Staff’s recommendation is that a separate effort is needed to establish a clear economic vision for the community.

Staff Recommendation

G1. Adopt a strategy to update the employee generation nexus study to look at the full range of employee generation and the full range of associated impacts.

Before we can create a clear economic vision for the future, we need a common understanding of our current economy. One of the best resources we have right now is the employee generation nexus study completed in 2013 based on 2012 data. However, job and traffic data since 2012 would indicate that our economy has changed. The number of jobs has become less seasonally variable, but we do not know if our population is any less seasonal. Job growth is occurring across all sectors, but the physical location of jobs is more dispersed and less reliant on space in a building. An updated employee generation nexus study is needed to look at not only the housing impacts from development, but the drivers of job growth, the location of job growth, and the housing, transportation and socio-demographic impacts from that job growth. Before the community can talk about what we want to be as a population and economy, we need to understand what we are and how we got here.

G2. Adopt a strategy to update Section 6 so that it is clear and consistent with the rest of the Plan.

On the whole, the current Section 6 seems to be a vision for sustainable economic development that improves the economic quality of life for all community members without sacrificing the other community values. If that is the economic vision for the community, implementation is not trending toward the goal. However, many of the principles and policies in Section 6 are committed to allowing the economy to evolve as it has over the past 50 years, leaving adaption and mitigating impacts to other Sections of the Plan. This mixed message should be clarified through a future effort to rewrite Section 6. An updated employee generation nexus study will be helpful, but data on the community's prosperity, economic equality, and economic product and its resiliency will also be needed.

G3. Adopt a strategy to develop an Economic Development Plan to implement the updated Section 6.

Allowing the economy to continue to trend in the direction it is going with the existing supports and subsidies coupled with mitigation measures to provide balance is a potential conscious choice. If the community decides instead to work toward an alternative economic future, an economic development plan will be needed to guide the economy in a different direction.

Topic H: Define the level of service we expect

The "Are we on Track?" review identified health services and improved intergovernmental coordination as priority actions for the community. The current Section 8 calls for a definition of desired level of service and coordination in service delivery, but the community has room for improvement on each. The staff recommendations encourage implementation of the policies already in place and enhancement through additional policies creating stability in funding decisions and regarding appropriate service levels based on location.

Staff Recommendation

H1. Implement Strategies 8.1.S.1 and 8.1.S.2 to define desired levels of service and prioritize service provision through budgeting.

Policy 8.1.a, Strategies 8.1.S.1, 8.1.S.2, and 8.1.S.3, and Indicator 19 calls for the development of the level of service goals for the community. Recent efforts are starting to move in the direction of defining desired level of service for various services. The Community Health Needs Assessment and Parks and Recreation Strategic Plan set level of service benchmarks. The Human Services Plan being developed will provide service prioritization within the subset of human services. What is needed now is a coordination of the work that exists to ensure the benchmarks used in the various plans represent the community's goals so that the service providers can develop

action plans accordingly. Not all community members desire the same level of service. Some want as high a level of service as the provider can offer, others want a rural experience where services are not expected. And the desire may differ by service. As the community grows, an effort to monitor the community's desire for services and the provision of services is needed.

H2. Add a strategy to develop a funding Principle that addresses stable funding, additional revenue (if needed), and a policy for how to use SPET.

In planning for the provision of services, providers need the goals referenced above, but also an idea of how funding decisions will be made. Actual funding will vary year-to-year, but expectations can be set that various services are funded from various sources. Documenting the high-level framework for how the Town and County plan to fund service delivery in the Comprehensive Plan puts the policies in a place that is more accessible to the public than individual MOUs. Placing the policies in the Comprehensive Plan also coordinates geographic and funding policy in the same document. Such a Principle would require significant discussion but would allow the community to evaluate the status quo outside of the context of a specific budget.

H3. Revise Policies 8.1.b and 8.2.a to recommit to working with other governmental agencies and non-governmental organizations to coordinate service delivery.

H4. Add a strategy to identify appropriate locations for infrastructure before it is needed by projecting the location of growth.

Policies 8.1.b and 8.2.a can be enhanced to commit to intergovernmental and public-private partnership coordination in both the provision and location of services. The enhanced policies should address that urban levels of service are appropriate in Complete Neighborhoods, but may not be appropriate in the rural areas of the County. It should also address that when service levels are increased to address a specific issue it does not change the growth management goals of the community (e.g. a sewer line to address water quality does not mean the location is appropriate for growth). The "Are we on Track?" review identified recent school location decisions as missteps in Plan implementation. To avoid this in the future, the Town and County can help their government and non-governmental partners by projecting where growth will occur and partnering to find better locations for the facilities that will be needed as a result.

Table: All Suggestions

Below is a table of all suggestions and the categories staff has recommended for each. These 216 suggestions represent a consolidation and grouping of the over 900 individual comments received through this process.

#	Suggestion	Section	Cat.	Discussion
Category 1 – Key Enhancements				
Category 1 suggestions are all recommended by staff. They are discussed in greater detail above.				
A1	Update each section goal to be aspirational and measurable, if such a goal cannot be reached through this GMP review process, add a Strategy in the relevant Section to establishing such a goal as a follow-up effort	9.2.a	1	See Category 1, Topic A discussion

#	Suggestion	Section	Cat.	Discussion
A2	Update the GMP review structure to have an Ecosystem Stewardship trigger (TBD), Growth Management trigger (60/40), and Quality of Life trigger (65%)	9.1	1	See Category 1, Topic A discussion
A3	Create a Principle 9.3 that supplements the annual, tactical monitoring and work planning (Principle 9.2) with a commitment to a culture of planning to the limits of the community's aspirations	9	1	See Category 1, Topic A discussion
A4	Add public engagement and outreach policies to Principle 9.2 regarding annual, tactical engagement and Principle 9.3 regarding continuous engagement on community values and aspirational opportunities	9.2	1	See Category 1, Topic A discussion
B1	Update Principle 1.2 to focus on enhancing surface and groundwater quality	1.2	1	See Category 1, Topic B discussion
B2	Adopt a strategy to develop a water quality enhancement plan	1.2	1	See Category 1, Topic B discussion
B3	Update Policy 1.2.c to commit to coordinated water quality monitoring with Teton Conservation District	1.2.c	1	See Category 1, Topic B discussion
C1	Update Section 2 to speak directly to: Reducing greenhouse gas emissions to limit climate change, and planning for climate change that is certain to occur	2.1.a	1	See Category 1, Topic C discussion
C2	Adopt a strategy to replace Section 2 with a revised statement of principles and policies around emissions reduction and climate change adaptation	2	1	See Category 1, Topic C discussion
C3	Adopt a strategy to develop an Emissions Reduction and Climate Action Plan to implement the revised Section 2	2	1	See Category 1, Topic C discussion
D1	Amend Policy 4.3.b to reflect that updated zoning is adopted in transitional subareas and development is encouraged to utilize the allowances and incentives in that zoning	4.3.b	1	See Category 1, Topic D discussion
D2	Add a strategy to make impactful investments in infrastructure and catalyst investments in housing projects in transitional subareas	5.4.a	1	See Category 1, Topic D discussion
D3	Add a strategy to develop neighborhood plans for transitional residential subareas that address easing the transition for existing residents	3.3.e	1	See Category 1, Topic D discussion
D4	Add a strategy to develop a goal for the human character of the community, including necessary updates to the principles and policies throughout Section 5-8 (Common Value 3)	CV3	1	See Category 1, Topic D discussion

#	Suggestion	Section	Cat.	Discussion
E1	Update Policy 3.1.a to reflect residential and nonresidential caps at pre-2012 development potential	3.1.a	1	See Category 1, Topic E discussion
E2	Add a policy in Principle 3.1 that creates a priority list of corrective actions to address when lack of housing provision is identified	3.1.	1	See Category 1, Topic E discussion
F1	Rephrase the Principles and reorganize the policies accordingly	7	1	See Category 1, Topic F discussion
F2	Refine Chapter 7 to incorporate the ITP as the implementation plan	7.1.a	1	See Category 1, Topic F discussion
F3	Add a policy about the importance of evaluating outside-the-box transportation solutions	7.3	1	See Category 1, Topic F discussion
G1	Adopt a strategy to update the employee generation nexus study to look at the full range of employee generation and the full range of associated impacts	5.3.a	1	See Category 1, Topic G discussion
G2	Adopt a strategy to update Section 6 so that it is clear and consistent with the rest of the Plan	6	1	See Category 1, Topic G discussion
G3	Adopt a strategy to develop an Economic Development Plan to implement the updated Section 6	6	1	See Category 1, Topic G discussion
H1	Implement Strategies 8.1.S.1 and 8.1.S.2 to define desired levels of service and prioritize service provision through budgeting	8.1.a, 8.1.b	1	See Category 1, Topic H discussion
H2	Add a strategy to develop a funding Principle that addresses stable funding, additional revenue (if needed), and a policy for how to use SPET	8	1	See Category 1, Topic H discussion
H3	Revise Policies 8.1.b and 8.2.a to recommit to working with other governmental agencies and non-governmental organizations to coordinate service delivery.	8.1.b, 8.2.a, 3.3	1	See Category 1, Topic H discussion
H4	Add a strategy to identify appropriate locations for infrastructure before it is needed by projecting the location of growth	8.2.a	1	See Category 1, Topic H discussion

Category 2 – Other Enhancements and Affirmations

Category 2 suggestions are consistent with the Comprehensive Plan vision and are recommended for approval. They are organized below by discussion type. The discussion for each suggestion is either:

- Plan Update – the suggestion will result in a Plan update through this process
- Strategy – the suggestion will be documented as a strategy through this process but will be actually implemented at a later date.
- Implement Existing – the suggestion is an affirmation of a policy or strategy that already exists, no changes will be made to the Plan.

#	Suggestion	Section	Cat.	Discussion
1	Review, and update if needed, any statements in the Plan that referencing reference a specific time period	Plan	2	Plan Update
2	Rewrite the Executive Summary to be the public's version of the Plan	ES	2	Plan Update
3	Update Section 1 to link climate and growth management as the ecosystem stewardship actions we can take	1	2	Plan Update
4	Emphasize the importance of redundancy in wildlife habitat and wildlife movement as part of Principle 1.1: Maintain healthy populations of all native species.	1.1	2	Plan Update
5	Add a policy in Principle 1.1 regarding the importance of protecting against and mitigating for invasive species	1.1	2	Plan Update
6	Update Principle 1.4 to state the same priorities stated in each Preservation Subarea, which are 1) nondevelopment, 2) transfer of development into complete neighborhood, 3) clustered development, 4) 1 per 35 base zoning.	1.4	2	Plan Update
7	Make the link between Wildlife (Section 1), Climate (Section 2), and Transportation (Section 7) in each section	1, 2, 7	2	Plan Update
8	Identify and support existing efforts to reduce emissions	2	2	Plan Update
9	Add an explanation of the local impact of climate change	2	2	Plan Update
10	Link water conservation and water quality	2.5.a, 1.2	2	Plan Update
11	Update Policy 2.5.b to reflect Road to Zero Waste initiative	2.5.b	2	Plan Update
12	Delete policy 2.5.c regarding energy consumption in wastewater treatment	2.5.c	2	Plan Update
13	Add historic preservation language to Section 3 that applies to the County	3	2	Plan Update
14	Move Principles 3.3 and 3.5 to Section 10 and organize Section 10 in Principles/Policies	3.3, 3.5, 10	2	Plan Update
15	Replace Policies 3.3.a and 3.3.b with more definition of predictability and cooperation	3.3	2	Plan Update
16	Recommit to joint planning	3.3	2	Plan Update
17	Add history about the shift from flexibility and discretion to predictability	3.3.c	2	Plan Update
18	Update discussion of predictability to include predictable approval if an application meets the standards	3.3.c	2	Plan Update

#	Suggestion	Section	Cat.	Discussion
19	Work with the State and statewide organizations to keep local decisions local	3.5	2	Plan Update
20	Promote buildings/blocks with cut-throughs for walkability	4.2.c	2	Plan Update
21	Delete Policy 4.2.d, Retail Shopping District	4.2.d	2	Plan Update
22	Identify that social change that will happen in Stable Subareas even if the physical character is preserved	4.3.a	2	Plan Update
23	Update the quality of life definition to include physical, social, and economic security	CV3	2	Plan Update
24	Use terms like affordable and workforce in a defined way	5	2	Plan Update
25	Update housing policies to reflect Housing Action Plan decisions	5	2	Plan Update
26	Add a reference to the Annual Housing Supply Plan	5.2.a	2	Plan Update
27	Delete the policy focusing on restricted rentals	5.2.d	2	Plan Update
28	Add a reference to the Housing Action Plan	5.4.a	2	Plan Update
29	Promotion of light industry needs to be balanced with other policies	6.2.d	2	Plan Update
30	Support employees with housing, daycare, other needs	6.3.e	2	Plan Update
31	Add discussion of last-mile solutions related to interconnecting modes of travel	7.2.b	2	Plan Update
32	Implement Wildlife Crossings Master Plan	7.3.b	2	Plan Update
33	Reference the Human Services Plan and Community Health Needs Assessment in Comprehensive Plan	8.1	2	Plan Update
34	Keep implementing adaptive management every 5% growth, delay a full Plan update	9.1	2	Plan Update
35	Report indicator data continuously	9.2.a	2	Plan Update
36	Cross-reference indicators with the goal(s) they measure	9.2.a	2	Plan Update
37	Each indicator should identify where we've been, where we are, where we're going	9.2.a	2	Plan Update
38	Refine the indicators so that each part of each Section goal has an indicator (other data can be tracked elsewhere)	9.2.a	2	Plan Update

#	Suggestion	Section	Cat.	Discussion
39	Add a Principle to Section 9 that consolidates all strategies (including those completed) into one place and serves as an implementation record	9.3	2	Plan Update
40	Add implementation strategies that were not in the Plan, but implemented Plan policy to the strategies list even if complete.	9.3	2	Plan Update
41	Add a statement that the vision should be used in decision making	10	2	Plan Update
42	Make the Comp Plan amendment process more clear, amendment requires approval of Town and County	10	2	Plan Update
43	Put implementation of the Plan with public, professional planners to the extent practical	10	2	Plan Update
45	Update the Village Form description to be "2-3 stories"	CD	2	Plan Update
46	Update the existing conditions for all Character Districts	CD	2	Plan Update
47	Add discussion of the need to break up the superblocks in District 4: Midtown	CD4	2	Plan Update
48	Develop an Ecosystem Stewardship education program	1.1	2	Strategy
49	Expand ecosystem stewardship thinking to understand our role at the physical center of the ecosystem	1.1, 3.5	2	Strategy
50	Explore hiring of a staff ecologist	1.1	2	Strategy
51	Update the public lighting standards to match the dark skies standards adopted in the LDRs	1.3.d	2	Strategy
52	Increase collaboration with public land managers	1.4, 3.3	2	Strategy
53	Reevaluate the purpose and staffing of the Teton County Scenic Preserve Trust	1.4	2	Strategy
54	Retain a strategy to periodically revisit the rural conservation development options (Rural PRD, Floor Area Option)	1.4.c	2	Strategy
55	Catalyze CN-PRD use	1.4.c, 3.1.b	2	Strategy
56	Evaluate private land recreation needs in order to relieve the public land impact	1.4.e	2	Strategy
57	Create a personal emissions responsibility program	2	2	Strategy
58	Require/incentivize/allow electric bikes, buses, cars	2.3	2	Strategy

#	Suggestion	Section	Cat.	Discussion
59	Develop an Energy Mitigation Program for transportation that addresses the induced transportation demand required to maintain certain site designs	2.3	2	Strategy
60	Commit that every public building and vehicle will be zero-emission	2.3, 2.4.a	2	Strategy
61	Update the Energy Mitigation Program that encourages energy conservation in buildings	2.4.a	2	Strategy
62	Update Landscaping LDRs to encourage water conservation	2.5.a	2	Strategy
63	Develop tools for Conservation subareas	3.1	2	Strategy
64	Explore reduced development/utility fees in Complete Neighborhoods	3.1.b	2	Strategy
66	Explore pedestrian zones downtown	4.2.c, CD1	2	Strategy
67	Evaluate move from standard deed restriction back to the modifiable template through annual Rules and Regulations Update	5.1	2	Strategy
68	Add temporary housing and tiny home allowances	5.2.e	2	Strategy
69	Revisit housing mitigation requirements upon update of the employee generation nexus study	5.3.a	2	Strategy
70	Encourage long-term rental instead of short-term rental	5.4.d	2	Strategy
71	Dedicate more staff and money to the Housing Supply Program	5.4.e	2	Strategy
72	Explore tying TTB/Chamber funding to Section 6 implementation	6.2	2	Strategy
73	Actively enforce short-term rental prohibition in County	6.2.a	2	Strategy
74	Explore setting a minimum wage	6.3	2	Strategy
75	Create and maintain a local cost of living index	6.3	2	Strategy
76	Explore fare-free START	7.1.c	2	Strategy
77	Create a portal or clearinghouse where the community can easily identify the various services available in the community	8.1	2	Strategy
171	Explore the affordability of community services	8.1.c	2	Strategy
78	Explore the provision of housing for public employees to support quality service provision	8.1.c	2	Strategy

#	Suggestion	Section	Cat.	Discussion
79	Explore paying higher wages for valued services	8.1.c	2	Strategy
80	Explore adoption of impact fees	8.2.c	2	Strategy
81	Hire an employee to manage/report data	9.2	2	Strategy
82	Revisit Subarea 2.5 in light of habitat value	CD2.5	2	Strategy
83	Catalyze redevelopment of Subarea 2.6 Mixed Use Office and Residential	CD2.6	2	Strategy
84	Encourage a grocery store in East Jackson	CD3.1	2	Strategy
85	Evaluate future active use of Karns Meadow	CD4.5	2	Strategy
86	Complete the update of the Natural Resources Overlay (NRO)/ natural resource protections in the LDRs	1.1.b	2	Implement Existing
87	Update wildlife conflict regulations in Town	1.1.b	2	Implement Existing
88	Update water quality protections in LDRs	1.2.a	2	Implement Existing
89	Update the Scenic Resources Overlay (SRO)	1.3	2	Implement Existing
90	Establish a dedicated funding source for conservation	1.4.d	2	Implement Existing
91	Educate on the impact of emissions and climate change	2.1.a	2	Implement Existing
92	Require, incent, identify/remove LDR barriers to onsite renewable energy production	2.1.d, 2.4.a	2	Implement Existing
93	Create incentives for energy conservation/efficiently	2.1	2	Implement Existing
94	Limit house size, focus on multifamily	2.4.a	2	Implement Existing
95	Explore requirements, incentives, allowances for the renovation/reuse of buildings	2.4.b	2	Implement Existing
96	Update water pricing and take other actions to encourage water conservation	2.5.a	2	Implement Existing
97	Update the BC zoning	3.1.d	2	Implement Existing
98	Be consistent and transparent in Plan implementation	3.3.c	2	Implement Existing
99	Limit variances and amendments	3.3.c	2	Implement Existing
100	Work regionally	3.5	2	Implement Existing
101	Develop a Town sidewalk plan	4.2.c, 7.2.a	2	Implement Existing
102	Adopt historic preservation LDRs	4.5	2	Implement Existing

#	Suggestion	Section	Cat.	Discussion
103	The human part of our character is just as important as the physical/landscape part	CV3	2	Implement Existing
104	Focus on all income levels for subsidized housing	5.1.b	2	Implement Existing
105	Provide a variety of housing types	5.2.a	2	Implement Existing
106	Support dormitory housing	5.2.a	2	Implement Existing
107	Balance housing needs with environmental stewardship	5.2.b	2	Implement Existing
108	Encourage Accessory Residential Units (ARUs)	5.2.e	2	Implement Existing
109	Explore a second home tax	5.3.a	2	Implement Existing
110	Need to address the preservation of existing workforce housing stock	5.3.b	2	Implement Existing
111	Need to address funding the housing supply program	5.3.c	2	Implement Existing
112	Create dedicated programs to support Housing Trust and Habitat	5.4	2	Implement Existing
113	Simplify the permitting process for housing	5.4.b	2	Implement Existing
114	Need nondevelopment programs like down payment assistance	5.4.b	2	Implement Existing
115	Create incentives for private development of workforce housing	5.4.d	2	Implement Existing
116	Encourage local business	6.3.d	2	Implement Existing
117	Hire a transportation planner to implement ITP	7.1.a	2	Implement Existing
118	Implement the ITP	7.1.a	2	Implement Existing
119	Implement a Travel Demand Management Program	7.1.b	2	Implement Existing
120	Explore a Park-n-Ride capture at the edge of Town	7.1.b	2	Implement Existing
121	Expand START service area	7.1.c	2	Implement Existing
122	Expand START frequency of service	7.1.c	2	Implement Existing
123	Increase START service frequency	7.1.c	2	Implement Existing
124	Increase START commuter service	7.1.c	2	Implement Existing
125	Evaluate START Routing to improve efficiency and capture latent demand	7.1.c	2	Implement Existing
126	Do a travel survey every 5 years	7.1.d	2	Implement Existing

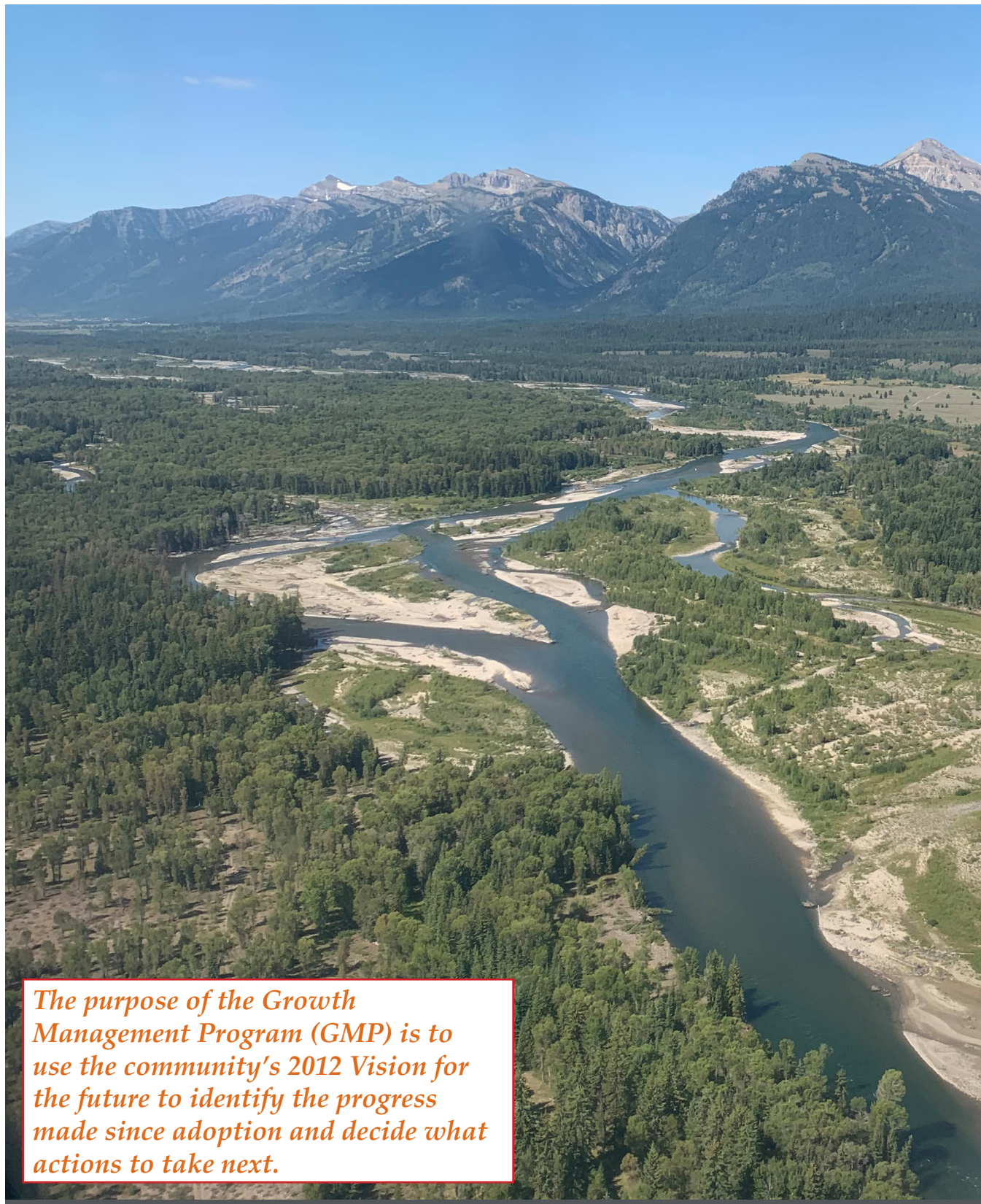
#	Suggestion	Section	Cat.	Discussion
127	Promote coordination in transportation planning	7.1.f	2	Implement Existing
128	Focus on a Regional Transportation Planning Organization	7.1.f	2	Implement Existing
129	Fund START	7.1.g	2	Implement Existing
130	Adopt context sensitive road standards	7.2.a	2	Implement Existing
131	Implement Town Community Streets Plan	7.2.a	2	Implement Existing
132	Build the intermodal transportation center	7.2.d	2	Implement Existing
133	Redesign Hwy 22/390	7.2.d	2	Implement Existing
134	Make a decision on Tribal Trail	7.2.d	2	Implement Existing
135	Identify and take corrective actions	9.1.d	2	Implement Existing
137	Explore a Town square pedestrian zone	CD1	2	Implement Existing
138	Update light industrial zoning	CD5.2, CD7	2	Implement Existing
139	Update Hog Island zoning	CD7.2	2	Implement Existing
140	Update Aspens zoning	CD12	2	Implement Existing
141	Add workforce housing in Teton Village	CD13	2	Implement Existing
142	Create a single Village Master Plan	CD13	2	Implement Existing
143	Update Alta Core zoning	CD14	2	Implement Existing
144	Update outlier zoning (BC, Kelly, etc.)	CD15	2	Implement Existing
145	Implement the growth management principles and updated zoning as envisioned	3, 4	2	See Category 1, Topic E discussion
146	Prioritize Town infill	3.1.	2	See Category 1, Topic E discussion
Category 3 – Inconsistent Suggestions Category 3 suggestions are not recommended for implementation. They are organized below by the Plan section to which they apply. The discussion column provides a brief rationale.				
147	Add specifics to Principle 1.1	1.1	3	Additional policy unnecessary
148	Update standards for manmade landforms and ponds	1.3.c	3	Additional policy unnecessary
149	Revisit the LDR lighting standards to adopt a true dark sky ordinance	1.3.d	3	Standards recently updated
150	Prohibit Idling	2.3	3	Topic extensively discussed

#	Suggestion	Section	Cat.	Discussion
151	Explore public provision of waste management	2.5.b	3	Beyond the current Comprehensive Plan scope
152	Require western design	3, 4	3	Topic extensively discussed
153	Add growth boundaries	3.1	3	See Category 1, Topic E discussion
154	Add a system to manage and balance the rate of growth	3.1	3	See Category 1, Topic E discussion
155	Increase the allowed development in the Town and County	3.1.a	3	See Category 1, Topic E discussion
156	Allow development outside of Complete Neighborhoods	3.1	3	See Category 1, Topic E discussion
157	Add density outside of Town	3.2	3	See Category 1, Topic E discussion
158	Increase allowed density in Town	4	3	See Category 1, Topic E discussion
159	Increase height allowances in Town	4	3	See Category 1, Topic E discussion
160	Incentivize rather than direct growth into Complete Neighborhoods	3.1.b	3	Standards recently updated
161	Prohibit ground floor office use to encourage vibrancy	3.2	3	Unnecessary at this time
162	Adopt a percent for art ordinance	3.2.e, 4.4.a	3	Beyond the current Comprehensive Plan scope
163	Staff the planning departments	3.3	3	Additional policy unnecessary
164	Reevaluate parking requirements to facilitate density	4.2.c, 5.4.b, 7.1.b	3	Topic recently discussed
165	Shrink the Lodging Overlay and more strictly enforce short-term rental	4.2.f	3	Standards recently updated
167	Practice empathy	CV3	3	Beyond the current Comprehensive Plan scope
168	Combine Housing and Economy chapters	5, 6	3	Unnecessary at this time
169	Prioritize sustainability in selecting housing projects	5.1	3	See the Housing Action Plan
170	Solve housing with supply	5.2.b	3	See Category 1, Topic E discussion
172	Build rentals in commuter communities	5.2.c	3	Inconsistent with community Vision

#	Suggestion	Section	Cat.	Discussion
173	Revamp housing program perception	5.4.a	3	See the Housing Action Plan
175	End public-private partnership for housing development	5.4.c	3	Standards recently updated
176	Allow dogs on buses	7.2.b	3	Too specific for Comprehensive Plan
177	Consider merging Town and County government	8.1	3	Topic extensively discussed
178	Add housing to 8.1.b list	8.1.b	3	Unnecessarily redundant
179	Study how today would be different if we had made different choices in past Plans	9	3	Too specific for Comprehensive Plan
180	Give Plan more teeth	10	3	Inconsistent with community Vision
181	Make Character Districts hardline maps	CD	3	Inconsistent with community Vision
182	Expand Town Square District	CD1	3	Unnecessary at this time
183	Add density to Fairgrounds	CD3.3	3	See Category 1, Topic E discussion
184	Add density to Fairgrounds/Northern South Park	CD3.3, CD5.6	3	See Category 1, Topic E discussion
185	Add density to Northern South Park	CD5.6	3	See Category 1, Topic E discussion
186	Revise Character District 7	CD7	3	Unnecessary at this time
187	Add density to Hog Island	CD7.2	3	See Category 1, Topic E discussion
188	Revise the boundary of District 9	CD9	3	Unnecessary at this time
189	Add density to Wilson	CD11	3	See Category 1, Topic E discussion
190	Add density to Aspens	CD12	3	See Category 1, Topic E discussion

The Comp Plan Seven Years Later: Are We on Track?

October 2019



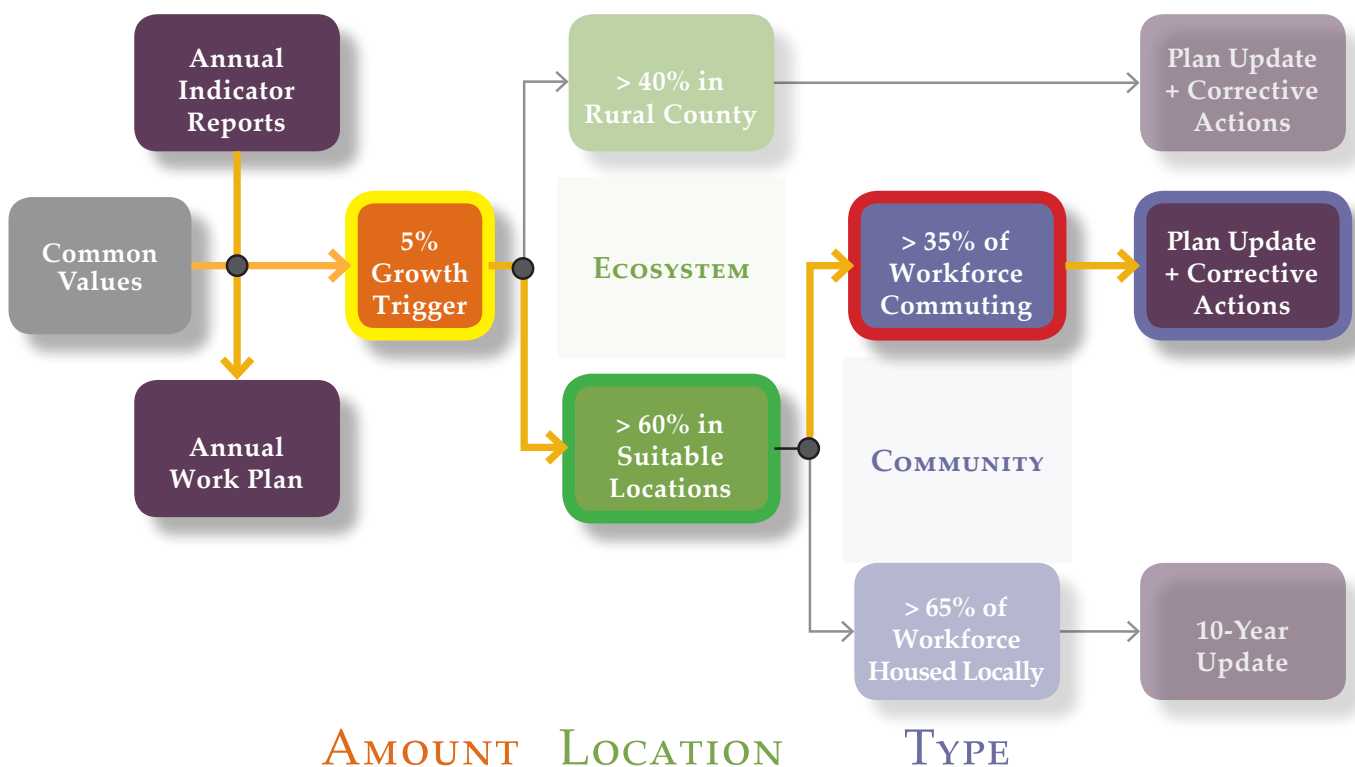
The purpose of the Growth Management Program (GMP) is to use the community's 2012 Vision for the future to identify the progress made since adoption and decide what actions to take next.

Why Take the Time To Do the GMP?

The Jackson/Teton County Comprehensive Plan's vision is to, "preserve and protect the area's ecosystem in order to ensure a healthy environment, community, and economy for current and future generations." It recognizes that our common values of ecosystem stewardship, growth management, and quality of life are complementary and dependent upon one another. Therefore, the Comprehensive Plan's implementation includes an adaptive management program.

This conversation is occurring because:

- Amount: The community hit 5% residential growth in 2017, triggering the GMP.
- Location: We have successfully built 59% of units in complete neighborhoods since 2012, and have successfully directed 62% of future units into complete neighborhoods through zoning updates.
- Type: Only 57% of the workforce lives locally. Job and traffic growth continue to outpace housing and permanent population growth – triggering this consideration of plan updates and corrective actions.

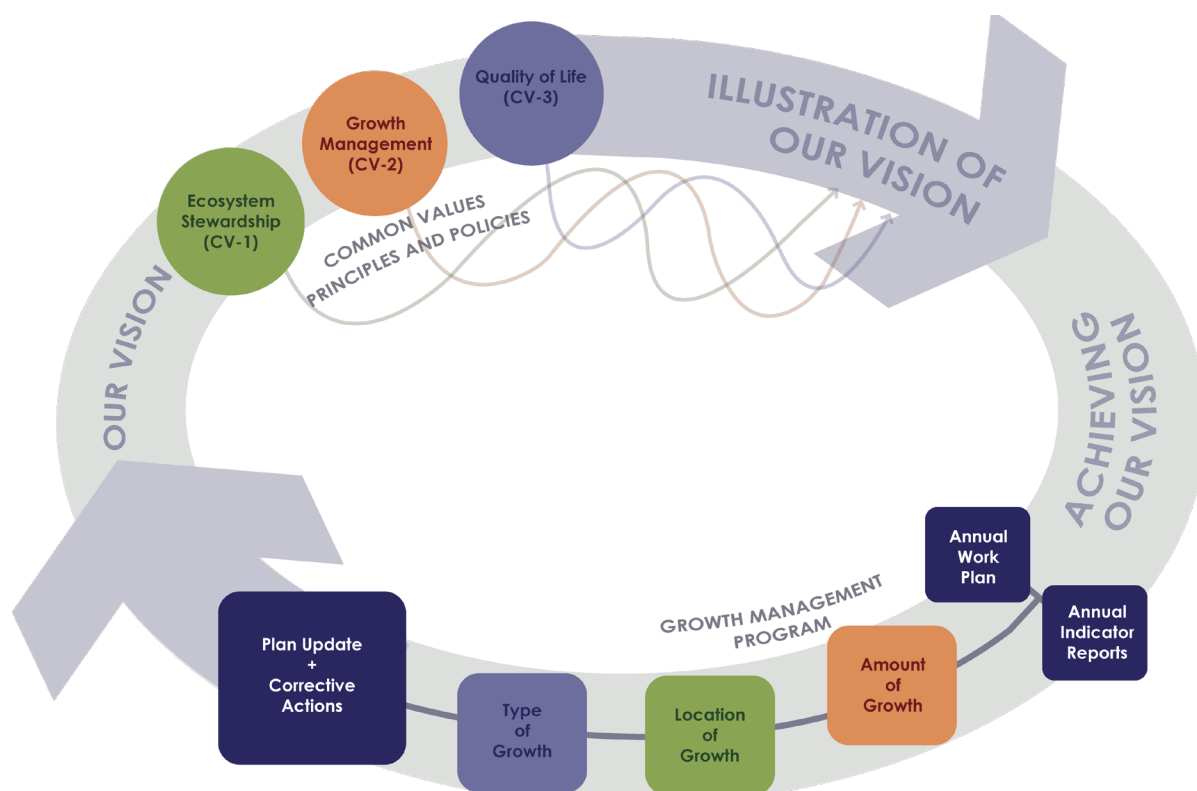


The Growth Management Program is that adaptive management program – it ensures that with a certain amount of growth, we will confirm that growth is happening in the right location and is of the desired type. If satisfied, implementation will continue. If not, we will adapt.

Adaptive management is not easy. If it were easy to sustain success, avoid failure, and have clear picture of the path we are on, every community would do it. What makes the Jackson/Teton County community unique is that it not only established success indicators, it tracks those indicators, taking time to analyze the trends, and adjust implementation accordingly. Such coordinated, intentional, iterative planning is as unique as it is efficient.

There are no clear answers. Trends develop over time and have many explanations – some competing and some complementary. As context changes, past success does not guarantee future success. Some implementation efforts are only in their infancy, while others are nearing their end. While the community might not definitively figure out what it all means, it will be in a much better place for having had the conversation.

When on a backpacking trip, you periodically stop to rest, admire your progress and challenges, and discuss which way to go next. The GMP is a community water break. Not long, not an emergency, not a whole new adventure; a chance to refuel and reconnoiter. This paper outlines the path we have been on since 2012, identifying successes and remaining work. The next step is a community conversation about what to do next.



Overview

The community is implementing its Comprehensive Plan effectively. Most indicators are trending positively or neutral. And on many topics, our community can feel the success. Development has been capped and directed into the best locations for the ecosystem and community. Since 1994, we have worked hard to affect our development pattern, and have been successful. However, the GMP and indicators call for corrective action specifically for the “type” of growth occurring. Job growth is outpacing housing growth, leading to more commuting, which is an indicator of decreased quality of life, especially considering that real median income remains flat as cost of living rises. Job growth is also driving growth in vehicle miles traveled, which is driving growth in emissions that cause climate change, which is a threat to ecosystem health. How our community chooses to address job growth and its repercussions is the challenge.

Two Analyses

The purpose of this paper is to look at where the community has been, so that it can decide where it wants to go. In achieving that purpose, two analyses were completed.

- **Goal Analysis:** The goals analysis is an analysis of data against the goals for which data is available to measure success and whether the situation is getting better or worse. However, not every part of every goal has directly measurable data trends. The goal analysis uses the best available data, mostly from the indicator reports, to look at the path the community was on prior to Plan adoption and what has happened since Plan adoption.
- **Public Perception:** The public perception has no defined metrics or data. Through an audit, interviews and the questionnaire conducted in August and September 2019, the public was asked which sections of the Plan have been the most successful, which need the most work, and what individual actions they were taking to implement the Plan. Some responses might

be based on Plan goals, others might compare us to our peers, while others might be based on whether the individual did what he or she could.

The reason to include both analyses is to understand both the progress we have made toward our 2012 goals and also how we feel about the same topics today. Our ambitions of 2012 and perceptions of today are both important in deciding what to do tomorrow.

Report Card

The Report Card summarizes each analysis. Each analysis is generalized into high-level grades. While the goal analysis is based on data and goals and the public perception analysis is based on polling, public meetings, presentations, and interviews, the high-level grades assigned are qualitative. Two people can look at the same data and come to a different conclusion as to whether it is good or bad. In some cases, the Comprehensive Plan states an opinion, in others it does not. But, agree or not, it is important to use the grades and analyses as a starting point for the discussion of what to do next.

The Report Card includes:

- **Goals Analysis:**
 - **Point-in-time-status grades for 2007, 2012, and Today:**
 Positive  Fair  Negative
 - **Trend line grades between each status:**
 Improving  Minimal Change  Declining
- **Public Perception Analysis:** The public perception section colors mean the same thing as the status dot colors. Sometimes, the public perception is different from the goal analysis.

Full Review

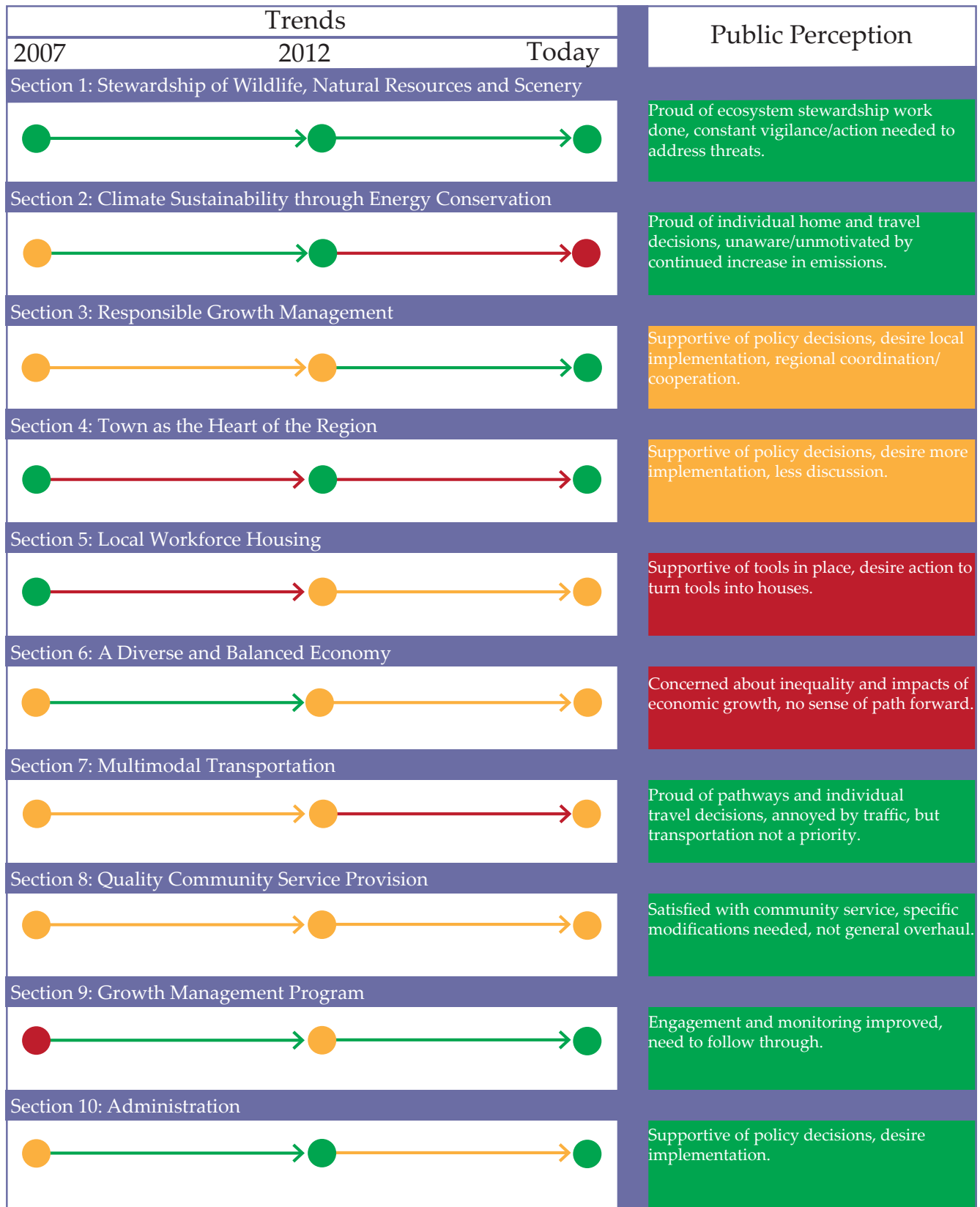
To explain the grades in the Report Card, an analysis of each policy section of the Plan follows the Report Card. The analysis of each policy section has five parts.

- First, the goal is restated and broken into its component parts.
- Next the report card summary is elaborated on slightly in a graphic that highlights key trends and implementation actions, as well as future considerations.
- The Trends section is the bulk of the analysis explaining the status and trend grades provided in the Report Card by tying the trend data to the goals.
- The Public Perception section goes into a little more detail on the audit, interview, and polling results from August and September. The full reports of each of these efforts are separate documents.
- Finally, the Future Considerations section identifies some potential actions we can consider in the next phase of this GMP Review.

What's Next?

This report is the starting point. While the value of this program is understanding the past in order to inform the future, the goal of this effort is to define the menu of actions we will prioritize over the next few years. The identification of the plan updates and corrective actions called for by the GMP will be completed through fall 2019 and adopted in the winter of 2019/2020. Stay up to date at JacksonTetonPlan.com.

Report Card



LEGEND: **Status:** **Trend:**

6 ● Positive ● Fair ● Negative — Improving — Minimal Change — Declining

Full Review

Section 1: Stewardship of Wildlife, Natural Resources and Scenery

Community Goal:

Maintain healthy populations of all native species and preserve the ability of future generations to enjoy the quality natural, scenic, and agricultural resources that largely define our community character.

- Are all native species healthy?
- Have quality natural, scenic, and agricultural resources been preserved?
- Can future generations to enjoy the preserved resources?

Section 1: Stewardship of Wildlife, Natural Resources and Scenery			
Trends			
	Trends/Events		Future Considerations
	• General Species Health • Conservation Development Pattern • Climate Change • NRTAB formed (2010)	• General Species Health • Conservation Development Pattern • Climate Change • Declining Water Quality • Vegetation Map (2013) • Rural Zoning (2016) • Focal Species Map (2017)	• Water quality should be improved or it will impact community and species health. • Climate change will impact species health, corrective action is needed to minimize. • Growth management success must be maintained, or it will impact species health.
Perception	• Public identifies ecosystem stewardship as a success • Public wary of future decline from growth and climate change		

Sources: Indicator Report; Mosaic, 2018; Hansen and Phillips, 2018; Teton County Subdivision Plats

Trends

In general, species health and resource preservation were good in 2007, and have been good since. But, the reality of the goal is that it will be nearly impossible to ever declare all native species healthy and there is debate as to current level of health species enjoy. A current area of concern is water quality. Longer-term, the concern is that climate change and regressions in growth management will cause the health of the ecosystem to decline.

Are all native species healthy?

Breaking down the community goal into its parts, native species health is the hardest part to quantify with current data. Experts continue to refer to the Greater Yellowstone Ecosystem as the, “largest generally intact ecosystem in the continental US,” which is a statement of maintained health. Among experts, discussion of ecosystem stewardship success is always coupled with the caveat that there is much more to do. There are species that are growing in population and range. But, while no one is saying the ecosystem is unhealthy, no one is saying all species are healthy. There are species in decline. Climate changes are affecting natural processes, which will have effects on species that are not yet fully known. Development patterns and increased human population continue to force species to adapt to human presence.

It would be great if we could report stats like 100% of native species are at least 50% healthy, while 75% of native species are at least 85% healthy. However, just because we cannot does not mean we are wandering without direction. Experts have long identified development pressure, climate change, and lack of regional coordination as top threats to continued ecosystem health. Without addressing these topics, ecosystem health will likely decline. The good news is that the Comprehensive Plan addresses all three topics and sets goals consistent with the suggestions in ecosystem health studies such as those published by Montana State and the Charture Institute in 2018.

Have quality natural, scenic, and agricultural resources been preserved?

The second part of the goal, preservation of natural, scenic, and agricultural resources has been a community strength for the last 25 years. There is marginal opportunity to affect the development pattern of the lots created prior to 1994. The greater mandate is to focus on the remaining undeveloped area, which we have done successfully since 1994. There have only been 3 rural subdivisions in the last 25 years that created more than 10 lots under 35 acres, all of which conserved at least 70% of the land involved. Most recently, since 2012, an average of 384 acres of natural, scenic, and open space resources have been conserved per year. Only 58 acres per year have been subdivided into lots less than 35 acres.

What the conservation and development pattern success does not speak to is water quality, which is unfortunately a growing concern. Water quality concerns in the Hoback area, Fish Creek, and Flat Creek affects the health of our community as well as native species and the entire ecosystem.

Can future generations enjoy the preserved resources?

The final part of the goal is whether future generations can enjoy the resources that have been preserved. This is the least discussed portion of the goal, but it is the justification for preservation. This is a question of equity and access, which are not topics the Comprehensive Plan addresses directly, and are therefore hard to evaluate, however, they are topics that indicate a desire to achieve preservation without just prohibiting visitors and new residents. The preservation is not for us it is for the people that are not here yet.

Public Perception

Our community's perception of its stewardship efforts is positive. The public counts ecosystem stewardship among the successes of the past few years and does not identify it as a priority for future work plans. Both responses are notable for their lack of relative enthusiasm, which is not to say we place any less value on natural resource protection. The public outreach for the GMP was a measure of implementation, not values. The community can continue to value ecosystem stewardship without finding recent efforts particularly successful or finding future efforts to be a top priority.

Among those who use the plan everyday, there is more appreciation for the success achieved and apprehension for the threats ahead. The threats include water quality deterioration, climate change, and continued growth.

Future Considerations

The trends and public perception imply implementation actions are needed to sustain success and preventative action are needed to avoid regression. Actions that might be appropriate include:

- Address water quality in the Hoback area, Fish Creek, and Flat Creek. Declining water quality is a threat to human, wildlife, and ecosystem health.
- Stay the course on development pattern. While updating the Natural Resources Overlay and improving the conservation development tools can improve habitat protection, the most important thing to do is celebrate and sustain the progress made in the 1994 and 2016 rural zoning updates and continue to implement zoning that is consistent with the Character Districts.
- There is room for behavior changes that will reduce emissions.
- The update to the natural resource protections stalled. The topic needs closure to make the LDRs consistent with the Plan.
- Expand our understanding of vegetation map/relative habitat value conversation to entire ecosystem. Understanding relative value within Jackson Hole is only a part of understanding relative value within the ecosystem, thinking about regional stewardship starts with regional understanding.
- Better define what it means for future generations to enjoy preserved natural, scenic, and agricultural resources.

Section 2: Climate Sustainability through Energy Conservation

Community Goal:

Consume less nonrenewable energy as a community in the future than we do today.

- Have we consumed less electricity than we did in 2012?
- Have we consumed less natural gas/propane than we did in 2012?
- Have we consumed less air travel fuel than we did in 2012?
- Have we consumed less vehicle fuel than we did in 2012?

Section 2: Climate Sustainability through Energy Conservation			
Trends			
	Trends/Events		Future Considerations
	• Electricity use flat • Vehicle miles traveled growing slower than vehicle efficiency • Air travel growing slower than effective population • 10x10 (2007) • ECW (2011)	• Overall emissions up 17% since 2008 • Electricity emissions down 50% • Electricity use up 26% • Ground transportation emissions up 21% • Air transportation emissions up 18% • Road to Zero Waste (2018)	• Emissions will continue to rise if consumption patterns do not change. • Ground transportation is the sector with the most opportunity to effect positive change.
Perception	• Public is proud of individual home and travel decisions • Public unaware or unmotivated by continued increase in emissions		

Sources: Indicator Report; GHG Emission Inventory, 2008 and 2018; JH Airport

Trends

The questions bulleted above to evaluate the community goal are based on the 2009 Energy Inventory, which has recently been replicated for the purpose of evaluating community progress. The results of the updated inventory show that nonrenewable energy consumption grew at a slower rate (17%) than effective population (25%), but grew significantly more than zero, which was the goal.

Effective Population

Effective population is the number of people in the community on any given day. It is equal to the permanent population plus the seasonal population, commuters, and visitors.

Have we consumed less electricity and gas than we did in 2012?

Emissions that contribute to climate change vary by the type of energy consumed, but energy consumption indicates emissions unless the

energy consumption has become more efficient. Building-related energy consumption, electricity and gas, has received the most attention in conversations about energy conservation. Electricity and natural gas are largely provided by Lower Valley Energy (LVE). The work of the Town, County, and LVE through Energy Conservation Works and individual programs has yielded some success as electricity demand is down 8% in Town since 2008. However, demand is up elsewhere in the County and up 26% overall, on par with effective population growth rates. While consumption has not changed, the source of local energy has become more renewable causing a 50% reduction in emissions from electricity despite the increasing consumption. Unfortunately, natural gas emissions have not declined; and building related emissions account for less than 20% of community emissions.

Have we consumed less vehicle fuel than we did in 2012?

Over 80% of community emissions are travel related. Vehicles travelling around the valley and bringing visitors and commuters into the valley consumed about 64% of the nonrenewable energy in 2018. From 2006 to 2012, vehicle efficiency (per EPA, Real World MPG) grew faster than vehicle miles traveled, indicating potential for decreased emissions. However, a low in vehicle fuel consumption was reached in 2013 and since then vehicle miles travelled have grown more rapidly than vehicle efficiency. Not only has the community been unable to sustain the success of 2006-2012, but vehicle energy consumption is higher now than it was in 2008.

Have we consumed less air travel fuel than we did in 2012?

While vehicle miles travelled has grown significantly since 2012, its growth pales in comparison to the growth in air travel since 2012. Commercial enplanements and departures, the number of people flying in or out of JAC each year, grew 40% from 2012 to 2018. While there is some efficiency to the multiple passengers in a plane, air travel emissions are up 18% since 2009.

The updated energy inventory states emissions are up 17% since 2008. An increase that includes a period of likely emissions decline, from 2008 to about 2012. Our goal is to keep emissions at 2012 levels, even as we grow, which we have not done. However, the good news is that emissions are growing slower than effective population, meaning some efficiencies have been achieved.

Public Perception

Our community's perception of energy conservation is more positive than the indicators. The public identifies the increased ability to move without a car as a success. They also site travel, energy consumption, and waste reduction choices as the ways they are living our community vision. The public seems aware of the need to address home energy use and change transportation decisions and is proud of the effort it has made. Looking forward, the public prioritizes other work over continued work to address climate change, emissions, and ability to move without a car. The increasing tourism in recent years and ease of air travel in and out of Jackson has made Jackson, and the region, better connected to the world. But it is also having an impact on the climate and creates an interesting paradox looking forward.

Future Considerations

- Trends suggest the need for corrective actions.
- Create and implement an Emissions Reduction Action Plan. When energy conservation has been a focus of the community (10x10 Initiative), we have seen progress. Without that sort of action plan, we have regressed. The good news is we've had success, now we just need to recreate it. Taking action to reduce emissions and our impact on the climate change affecting our ecosystem requires changing behavior, which is potentially the most difficult type of action to incite. Whether it is car travel, air travel, or reliance on the tourism economy, the convenient choice can actually be the choice least in line with our community vision.
- Continue to work on encouraging smaller buildings with less energy demand.

Section 3: Responsible Growth Management

Community Goal:

Direct future growth into a series of connected, Complete Neighborhoods in order to preserve critical habitat, scenery and open space in our Rural Areas.

- Has growth been directed into Complete Neighborhoods?
- Has the direction preserved habitat, scenery, and open space in Rural Areas?
- Are the Complete Neighborhoods connected?

Section 3: Responsible Growth Management			
	2007	2012	Today
Trends	Trends/Events		Future Considerations
	• 52% of new units in rural areas • 63% of potential in rural areas • County Moratorium (2007)	• 59% of new units in Complete Neighborhoods • 62% of potential units in Complete Neighborhoods • More rural conservation than subdivision • Rural Zoning (2016) • Town Commercial Zoning (2016) • Town Residential Zoning (2018)	• If current zoning is implemented growth will continue to be directed into Complete Neighborhoods.
Perception	• Public is supportive of policy decision, but not particularly excited • Public desires implementation locally and regional coordination and cooperation.		

Sources: Indicator Report; Focal Species Habitat Map

Trends

Amount of growth has been capped and growth has been directed into Complete Neighborhoods. Prior to 2012, over 50% of units were being built in rural areas of habitat, scenery, and open space. Since 2012, 59% of units have been built in Complete Neighborhoods and 62% of future units have been directed to Complete Neighborhoods. We have met our policy goal and are tasked with continued implementation.

Has growth been directed into Complete Neighborhoods?

Prior to Comprehensive Plan adoption in 2012, zoning directed about 60% of future development into rural areas of habitat, scenery, and open space. Development from 2007-2012 mirrored the zoning, with 52% of new homes built in rural areas. The Comprehensive Plan goal is to reverse the development pattern so that 60% of future growth occurs in Complete Neighborhoods where population, services, and infrastructure already exist. The Character Districts of the Comprehensive Plan detail where growth is appropriate and where potential should be reduced.

The goal to reverse the development pattern toward Complete Neighborhoods is a two-step action. The first step occurred in early 2016 when Rural Zoning, adopted by the County, removed 2,300 units-of-potential from the rural areas of habitat, scenery, and open space. This created a “pool” of units that could be directed into Complete Neighborhoods. The second step occurred through a number of decisions. The Rural Zoning includes a density bonus that allows for units from the “pool” to be allocated in Complete Neighborhoods in exchange for conservation of rural areas (CN-PRD). In addition, the Town adopted updated commercial (2016) and residential (2018) zoning that includes a floor-area-bonus for the allocation of units from the “pool” into appropriate locations in Town for the purpose of providing workforce housing.

Implementation is ongoing. The direction of future growth into Complete Neighborhoods is reliant on the development allowances being used. If the economic and/or political climate around use of the allowances is favorable, the allowances will become incentives for the type of development our community envisions. If the economic and/or political climate opposes use of the allowances, the community goal may not be achieved. While the CN-PRD tool has not been used and has limited applicability, the bonus tools in Town appear economically viable, but potentially subject to public resistance especially in transitional residential neighborhoods. As the tools become more familiar, more applications will be submitted. Likewise, applications to amend the Character Districts and zoning may undermine the use of these tools.

Has the direction preserved habitat, scenery, and open space in Rural Areas?

The second part of the goal is the measure of success – has the direction of growth into Complete Neighborhoods actually preserved areas of habitat, scenery, and open space? An analysis of where growth actually occurred indicates success. From 2012 to 2018, 59% of new residential units were built in Complete Neighborhoods. That the positive trend predates the 2016 and 2018 zoning

updates indicates the opportunity for even greater success as the updated zoning is built out. A setback to the goal was the two school location decisions – Munger Mountain Elementary School in Hog Island and the Classical Academy campus on the far end of South Park Loop. Both are separated from the population and infrastructure of the community.

Another way to answer the question is to analyze where potential growth was increased and reduced and if the changes in potential growth protect habitat, scenery, and open space. This analysis was a fundamental aspect of the Character Districts’ creation. Habitat, scenery, and open space mapping were used to draw boundaries (see Framework Map for CV-1). The relative habitat value map completed in 2017 revisits those boundaries with updated habitat information. The relative habitat value map affirms the Comprehensive Plan mapping and that the 2016 and 2018 zoning updates directed growth out of areas of relatively high habitat value into areas of relatively lower habitat value.

- There are 55 Subareas in the Comprehensive Plan and of the 13 Subareas (25%) with the highest habitat value:
 - 10 are Preservation or Conservation Subareas where future growth was removed.
 - Only 1 of the 13 highest habitat value subareas (Subarea 2.5, North Cache Gateway) is a Transitional Subarea where the floor-area-bonus is applicable.
- Of the other 10 Transitional Subareas, into which future growth has been directed by development allowances, 8 are in the bottom 50% of Subareas for habitat value and 4 are in the bottom 25% of Subareas for habitat value.

Amount of growth

While not a specifically addressed goal, the amount of growth is a topic in the policies of the Section and the Growth Management Program. Since 2012, we have refined our stance on development caps. Through the Town Commercial and Residential Zoning efforts, the Town and County jointly affirmed a cap on residential and nonresidential growth at current levels. The only type of physical development that is not capped is floor area for public service provision. As discussed above, residential potential beyond base zoning is allocated only through conservation and workforce housing incentives.

Predictability and regional coordination

Also missing from the goal is discussion of the Principles of Predictability (3.3), Natural Hazards (3.4), or Regionalism (3.5). The zoning updates have improved predictability by replacing discretionary allowances with defined bonuses. Success is demonstrated with the few Comprehensive Plan amendments and application-driven LDR amendments that have been submitted. The Town and County approved a Character District amendment that met our community vision and denied the other Character District amendment application that did not, showing the commitment to the Plan. Unfortunately, we have seen a regression in cooperation and regionalism. There has never been a lot of regionalism, but the coordination built over the years between the Town and County has been weaker recently. Most notably with regard to staffing joint planning positions, but also as it relates to housing decisions. Regionalism and coordination does not mean everything has to be a joint decision, but the Town and County's joint planning is held as the gold standard nationally, and it is a perfect example of a topic that needs preventative action so that it does not regress into an issue that needs corrective action.

Public Perception

Our community is aware and proud of removing development potential from rural areas. It prioritizes housing tool implementation and increased regional coordination.

Future Considerations

It is important to recognize the success achieved and sustain them through implementation actions.

- Implement the existing Character Districts and updated zoning. Recent proposals indicate that all that is needed to fully implement the community goal is Town and County support for the tools in place. Active use of the tools would demonstrate further progression.
- Recommit to joint planning. The Town and County are better together; regionalism must start locally and built out.
- Reintroduce the idea of community first. The character of our community was based on those who live in the community. Goals around equity and community culture are missing from our community vision.
- Work regionally as a partner. We can bring experience and resources to the table, we can also learn from our neighboring communities.
- Focus on connecting the Complete Neighborhoods. The successes achieved through zoning will be amplified if they are supplemented by car-free transportation options.

Section 4: Town as the Heart of the Region – The Central Complete Neighborhood

Community Goal:

The Town of Jackson will continue to be the primary location for jobs, housing, shopping, educational and cultural activities.

- Is Town the primary location for jobs?
- Is Town the primary location for housing?
- Is Town the primary location for shopping?
- Is Town the primary location for education?
- Is Town the primary location for cultural activities?

Section 4: Town as the Heart of the Region - The Central Complete Neighborhood			
Trends			
	Trends/Events		Future Considerations
	• 42% of new units in Town	• 36% of new units in Town since 2012 • Over 50% of potential units in Town • 66% of nonresidential floor area in town • New schools in County • Location of job growth unclear • Rural Zoning (2016) • Town Commercial Zoning (2016) • Town Residential Zoning (2016)	• If residential potential remains in Town, Town will remain heart. • Coordination with School District, Hospital District and others is needed to keep services in Town. • Need a better understanding post-recession job growth.
Perception	• Public is supportive of policy decisions. • Public desires implementation.		

Sources: Indicator Report; Town of Jackson; Housing Nexus Study, 2013

Trends

Town still has more jobs, housing, shopping, education, and cultural activities than anywhere in the community – it is still the heart of the region. But since 2012, jobs and housing have moved away from Town slightly, as have school locations. Looking forward, zoning updates direct the majority of future housing into Town.

Is Town the primary location for jobs?

Town is unquestionably the primary location of restaurant, office, retail, and conventional lodging use, with over 60% of the community's floor area in those categories. From 2012 to 2018, 66% of new nonresidential floor area was built in Town. Based on the 2013 Housing Nexus Study, which considers employee generation by residential and nonresidential floor area, Town was home to about 60% of jobs in 2012 and home to about 60% of jobs in 2017. All of which are positive trends. However, job growth has been dissociated with floor area growth for years. Whether its service businesses that operate out of vehicles, self-employees working from home, increasing jobs per employee or some other factor, there is an untold story of where the new jobs are located that keeps us from being sure the community is actually locating jobs in Town.

Is Town the primary location for housing?

In the traditional sense of the word, Town has not been the primary location of housing for years. In 2012, 41% of housing was in Town. However, around 2012 the proportion started to shift out of Town, and from 2012 to 2018 only 36% of new housing was built in Town. (The reason our community still achieved 60% growth in Complete Neighborhoods was the number of homes built in Teton Village.) These trends are cyclical. The lull around 2012 corresponds with the buildout of the Blair Place apartment complex. With Hidden Hollow, Westview, and other projects coming onto the market in future years, Town proportions are likely to go up in the near term. With the shift of development potential into the Town, Town housing proportions are likely to go up in the long term as well. For a long time, building single

family homes in the County on lots platted prior to 1994 was the easiest development possible. Recent patterns suggest those lots are starting to get built out, making development using current zoning tools, which are concentrated in Town, more likely. Some patience will be required as the market and development industry adapt to the shift from single-family construction to multi-family construction.

Is Town the primary location for shopping?

In terms of shopping, 80% of the community's restaurant and retail floor area was in Town in 2012. From 2012 to 2018 all the retail floor area added in the community was added in Town. In fact, the amount of retail floor area in the County actually decreased. This would certainly indicate that the community shopping infrastructure remains primarily in Town. However, there are also online and regional shopping considerations.

Is Town the primary location for education?

In terms of education, 77% of school floor area was located in Town in 2012. As mentioned above, recent decisions regarding Munger Mountain Elementary School (public) and the Classical Academy (private) have moved the community off track from locating educational facilities in Town. When Classical Academy is complete, only about 60% of school floor area will be in Town. Both schools are detached from the community population and infrastructure and are magnet schools pulling from the entire community rather than neighborhood schools serving the proximate population. It should be noted that early childhood education and continuing education opportunities are not accounted for in the above numbers and remain primarily located in Town.

Is Town the primary location for cultural activities?

Town remains the primary location for cultural activities. The library is located in Town. The Center for the Arts is located in Town. Four of the 7 arts/culture facilities identified on the CV3-Framework Map in 2012 are located in Town, with no shift having occurred since 2012. In addition,

permitted special events in the Town are up from 48 in 2007, to 63 in 2012, to 72 in 2018.

Public Perception

The community's sense of progress regarding "Town as Heart" is neutral. The community's awareness of the increased housing opportunities now available in Town zoning falls short of excitement and is instead expressed as calls for follow through to actually get housing built.

Future Considerations

What is needed is implementation action through the use of the updated Town zoning that is in place.

- In order to evaluate whether Town is the primary location for jobs we need to better understand the jobs that are being created, where they are occurring, and what type of employees are being added so that we can plan for the jobs that are coming and discuss the jobs we want.
- Implement the zoning tools put in place. Actions to catalyze the use of some tools may be needed, but recent proposals indicate all that is needed is approval of the Plan that is in place. The public is anxious to see housing built using the housing tools.
- Implement the zoning tools put in place. The County has an action in this as well. The tools to develop housing in Town are currently the best available to the market. Undercutting that market force by allowing greenfield development in the County will undermine implementation of the community vision.

Section 5: Local Workforce Housing

Community Goal:

Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally.

- Do a variety of workforce housing opportunities exist?
- Does at least 65% of the workforce live locally?

Section 5: Local Workforce Housing			
Trends			
	Trends/Events		Future Considerations
	• Workforce living locally declined from 65% to 59% • 5-2-5 built (2012) • Cottonwood Flats (2011)	• Local workforce from 59% to 57% • The Grove (2015-2022) • Housing Action Plan (2015) • Homesteads (2015-2018) • JHMR Dorms (2016) • Town Commercial Zoning (2016) • Hospital Apartments (2017) • Town Residential Zoning (2018) • Mitigation Update (2018) • Rules and Regulations Update (2018) • Redmond St. Rentals (2018) • Hidden Hollow (2019-2021)	• Policies need to be implemented not corrected • At least the same level of action is needed to sustain success • Increased action and investment is needed for progress
Perception	• Public supportive of tools in place but does not see work done as success. • Increasing housing options is the public's highest priority • Permanent funding for housing, transportation and open space is the public's second priority		

Sources: Indicator Report; Housing Department

Trends

While the Comprehensive Plan was being discussed and adopted, the percentage of the workforce living locally fell dramatically. Since 2014, the fall has stopped, and implementation of the Housing Action Plan has set the community up for housing success. What is needed to realize that success is implementation.

Does at least 65% of the workforce live locally?

In 2012 there was sentiment that while housing was still an issue, the recession was providing relief. In reality the percentage of the workforce living locally was in steep decline from 2007 to 2014. The workforce has not been 65% local since 2007. In 2012, only 59% of the workforce lived locally and the number had been falling about 1.3% each year since 2007. With the benefit of this information, which was not available in 2012, charting a return course to 2007 levels is daunting.

Despite the audacity of the goal, the community took action and achieved success. In 2017, 57% of the workforce lived locally, the same percentage as 2014. The first step in any course reversal is to stop going the direction you were headed. What makes the halting of the negative trend even more promising is that it has occurred without a slowing of job growth or increase in housing provision. If job growth slows or affordable housing provision increases even more success is possible.

There is probably no section that saw more action from a wider range of public and private entities than the housing section. On the private side this action was born out of necessity. On the public side, the Housing Action Plan provided a clear to-do list. Diligent pursuit of that to-do list has yielded significant results in creating housing allowances and incentives through zoning, pursuing public/private partnerships to build housing, and revamping the experience for those looking to obtain restricted housing. With regard to the public/private RFP process, while it appears no projects have begun yet, the pipeline is slated to produce more units per year than past approaches. There is still much to learn and achieve with regard to partnering and funding housing at the lowest incomes, but there is also a lot of opportunity represented by the success achieved thus far.

Do a variety of workforce housing opportunities exist?

The other part of the goal is to ensure variety in housing opportunities. Since 2012, variety in housing opportunities is relatively unchanged. While there have been a number of deed-restricted units that have been completed since 2012 (due to mitigation and public funding), the percentage of units that are detached single family homes has remained consistent. In considering variety it would be helpful to know the trend in number of bedrooms per unit as well the trend in unit size by type of unit. This information is available in building permit data, but has not been analyzed. “Ensure” is a term that does not necessarily judge the 2012 variety as adequate or inadequate. Therefore, maintaining the variety of the past is not failure, but increased variety in the future would be success. The zoning tools in place will increase the amount of multifamily housing, which is another opportunity to build on the success in housing the workforce locally. Multifamily housing is more affordable than single family housing and can be supplied more quickly.

Time for corrective action?

Looking forward, opportunities have been created and indicators are promising. However, the challenges also appear unrelenting; job growth and housing prices show no signs of decline, the community has no desire to sacrifice other goals to focus solely on housing, and even if growth management was completely abandoned, consolidated land ownership and lack of construction labor would limit the number of units built each year.

Which raises the question of Subarea 5.6, Northern South Park which is uniquely tied to the Growth Management Program. It is the only policy or Subarea with a built-in corrective action. It is identified as an appropriate location to receive density transfers that result in conservation. It is also identified as an appropriate place for increased density if corrective action is needed because the community’s housing needs cannot be met through the implementation of Plan policies in other Character Districts. Trends indicate implementation of the tools in place in Town

will yield results and that it is not time to increase density in Northern South Park. If the rezoning and development of Northern South Park flooded the market with supply it might be an infusion solution to the housing demand from baby-boomer retirement; but turning the focus to Northern South Park would certainly turn attention away from recently adopted tools and might ruin their economic viability. Northern South Park is the right place to turn if greenfield housing development is needed, but it is too early to say the Town's tools are ineffective, especially after the promise they have shown over only a short period. Some patience will be required as the market and development industry adapt to the shift from single-family construction in the County to multi-family construction in Town.

Public Perception

Predictably, the community's primary perception of housing is that more work is needed. The community is aware of housing policy changes but is waiting for the housing to get built before claiming success. Both the data and the public feel like there is more to do and now is the time to accelerate in the direction headed rather than discuss alternate approaches.

Future Considerations

The trends and public both call for implementation action.

- Implement the zoning tools put in place. One of the policies of the Housing Action Plan was to allocate all the units removed from rural areas – do not increase buildout, but do not leave units on the table either. In implementation, the same approach can be taken – use the zoning to its extent. It took 10 years of community conversation to put the zoning in place (during which time the percentage of the workforce living locally fell from 65% to 57%) it is time to use that zoning.
- Evaluate whether there are enough resources in the Housing Supply Division to achieve the housing supply progress desired. The RFP process has improved efficiency, but dedicating

less than one employee to housing supply limits the amount of restricted workforce housing that can be built and preserved.

- More resources for housing supply. Responding to the public call to action will require a greater housing supply budget and additional staff. The Comprehensive Plan and Housing Action Plan each call for a dedicated funding source which has not been achieved.
- Recommit to the lowest income households. The Housing Action Plan identifies it as the greatest need.
- Restrict existing stock. Another trend identified in the Housing Action Plan is the baby-boomer retirement effect on job and housing turnover. On a per unit basis, converting an existing unit into workforce housing instead of a second home is more beneficial than building a new workforce unit.

Section 6: A Diverse and Balanced Economy

Community Goal:

Develop a sustainable, vibrant, stable and diversified local economy.

- Is the economy sustainable?
- Is the economy vibrant?
- Is the economy stable?
- Is the economy diversified?

Section 6: A Diverse and Balanced Economy			
Trends			
	Trends/Events		Future Considerations
	• Great Recession • Cost of living decreased due to recession • Lodging Tax and Travel and Tourism Board (2010)	• Job growth 3x physical growth • Increased winter, shoulder occupancy • Decline in real median income • Decline in housing affordability	• Without direction economic growth will continue without providing economic development. • If the community does not define how it wants to address income inequality, the inequality will define the community.
Perception	• Public is concerned about inequality and impacts of economic growth. • Public does not have a sense of the path forward.		

Sources: Indicator Report; Bureau of Economic Analysis; Bureau of Labor Statistics

Trends

Overall, job growth has been strong; however, real median income is flat and the cost of living increased. If economic development, sustainability, and stability are intended to also improve economic quality of life, the goal has not been met. To this end, the goal and chapter use a lot of terms and concepts that lack clarity.

Is the economy sustainable?

The Plan calls out, “better, not bigger economic development means improving the economy without relying on physical growth.” Jobs have grown 3.7% per year since 2012, enough to recover the jobs lost in the recession and return to the 3.2% annual growth rate that preceded the recession. County GDP grew about 1.5% annually from 2012 to 2015 based on newly released Bureau of Economic Analysis estimates. Per capita income has grown 2.7% per year, after inflation. And sales tax revenue is up 6.4% per year after inflation. All of these indicators of economic growth have exceeded the rate of physical development which was less than 1.2% annually. Using the metric economic growth, without physical growth, the economy has gotten better.

However, a common definition of economic sustainability that is consistent with the Principles and Policies of the Plan is economic growth without negative impact to other community goals. Economic growth may not have relied on physical growth, but it has had a negative impact on other community goals. Housing is less affordable than it was in 2012 due to increasing per capita income, driving up home prices and in greater demand due to job growth. Meanwhile real median income is lower than it was in 2012. The job growth has also caused an increase in traffic.

Is the economy vibrant?

There is no definition for a vibrant economy, but if it lends to filling the shoulder seasons with increased economic activity, the community has succeeded. Winter and fall lodging occupancy and effective population are up since 2012, about 2-3% per year depending on the indicator. Some of this is likely driven by good snow years, but there are other factors such as the work of the Travel and Tourism Board and the IKON pass. The increased vibrancy may be the “new normal”

Is the economy stable and diverse?

A stable economy often refers to an economy with consistent output or output growth and low, consistent inflation. Typically, diversity, complexity and balance are all parts of stability. The community’s economy has not gotten notably more diverse since 2012, nor have there been any major efforts to diversify it. The only shift toward balance was toward self-employment from 2002 to 2012 when those jobs rose from 23% to 34% of all jobs. However, much of the stability in our economy comes from its uniqueness. The Greater Yellowstone Ecosystem is our economic “export”, and it is not replicable by another economy. The second aspect of stability is low inflation. At this time there is not a local cost of living index, but we know cost of living is increasing. We know the median income is not keeping up with home prices or rents and that real median income is not growing.

Public Perception

The community does not highly prioritize economic development, however the community is aware of and concerned about growing economic inequality. Comments about inequality are presented in this section because they do not have a section elsewhere in the Plan and the economic growth is not improving the economic quality of life in the community.

Future Considerations

The trends and public perception indicate some sort of corrective action is needed, but before it can be taken it needs to be identified and defined.

- Update Section 6 to provide a clarification of the Plan’s language and definition of terms.
- Create an economic development plan to better understand the jobs that are being created, where they are occurring, and what type of employees are being added. This might start with an update to the Housing Nexus Study to understand what jobs are coming. Which could lead into a conversation about what jobs we want and how we turn economic growth into economic development that benefits the entire community. We also need to understand where the economy can be made more resilient.
- Create a local cost of living index. If we want to know whether economic growth increases economic quality of life, we need to know how the real cost of living is changing.

Section 7: Multimodal Transportation

Community Goal:

Residents and visitors will safely, efficiently, and economically move within our community and throughout the region using alternative transportation.

- Are residents and visitors using alternative transportation?
- Within the community? Throughout the region?
- Is movement safe? efficient? economical?

Section 7: Multimodal Transportation			
Trends			
	Trends/Events		Future Considerations
	• VMT growth at the rate of effective population • Jackson to Moose Pathway (2012)	• Increasing walk/bike mode share • High commuter transit growth • Flat per capita transit growth • VMT growth at the rate of effective population • ITP (2015) • Path 22 (2016) • Snow King Bollards (2018)	• Without a significant shift in how the effective population travels, vehicle miles traveled and emissions will continue to rise. • Limiting workforce housing will not limit the workforce needed, it will only increase the distance it has to travel.
Perception	• Public is proud of pathways, START, and personal transportation decisions. • Transportation is not a priority in terms of work to do.		

Sources: Indicator Report

Trends

Commuters have more transportation options and there is some evidence of an increase in walking and biking per capita. However, vehicle miles traveled (traffic) is still growing at the rate of effective population, which is contrary to the community goal to reduce such growth.

Are residents and visitors using alternative transportation?

The Integrated Transportation Plan (ITP), adopted in 2015, defines the mode-shift goal of the community – a nearly 6% shift away from trips by vehicle by 2035. The ITP relies on doubling transit ridership between 2013 and 2024, then doubling again between 2024 and 2035. In terms of annual growth, the ITP goal is 6.5% compounding annual growth in transit ridership. Over the first 5 years of implementation (2013-2018), transit ridership has grown at a compound annual rate of 3.4%. Every year, transit ridership grows slower than expected and the ITP scenario becomes less achievable. A shift to biking or walking may offset the lack of transit ridership. American Community Survey (ACS) trends regarding active transportation are positive. The increasing popularity of e-bikes has made cycling a more realistic option for longer trips. Time will tell how significantly e-bikes impact peak traffic, especially on the Hwy 22 corridor. The real proof of success will be more people moving by bus, bike, or foot and less cars on the road.

Is movement safe? efficient? economical?

The goal also asks if the alternate mode of transportation is safe, efficient, and economical. Alternate modes of transportation are significantly more economical than driving. Commuting 50 miles a day, 250 days a year at \$0.58 per mile (Federal mileage rate) costs a commuter \$7,250 a year. An annual START Bus commuter pass costs \$1,260 a year. Commuting 15 miles a day within the Jackson area at the same rate costs about \$2,175 per year. A START Bus pass within the Jackson area costs \$0 to \$250 per year. Cycling or walking within the area has a similar or reduced cost range.

Efficiency is the transportation characteristic that drives behavior. Can people get where they want to go when they want to get there? Lack of efficiency may be why transit is not meeting ITP ridership goals. Nearly all out-of-Town bus routes travel Highway 22. Highway 22 and Moose-Wilson traffic growth is not only above ITP targets, it is above ITP baseline. Per capita vehicle miles traveled has essentially remained flat and effective population has grown faster than projected. The dedicated Bus/carpool lane discussed in the ITP has not become a reality although WYDOT is exploring what the idea might look like as it designs a new Highway 22 bridge.

Throughout the region?

Regionally, the efficiency of transit is greater. The Commuter routes experienced the greatest growth. START reports that there is demand for greater commuter route frequency, at a wider variety of hours.

Public Perception

The community's sense of progress on transportation is positive. While traffic is a common topic of social conversation, it was not a leading call to action in public review of the Comprehensive Plan. People cite Pathways and START as successes. Transportation choices were how individuals felt they had personally implemented the Plan. People are pleased with their options and would like transit to be more convenient, but think other community goals require more urgent action. This opinion is consistent with public opinion in 2012.

This response is likely the result of positive outreach, which asked the community what it should work on, not what is broken. This may indicate a community acceptance of traffic (an affirmation of the Plan policy accepting Level of Service D traffic). The response is also interesting since traffic, emissions, and ecosystem health are connected. That connection may not be obvious, which might be why people are concerned about ecosystem health without calling for action on one of the most tangible responses the community could take, traffic.

Future Considerations

Transportation requires corrective action. While the public can seemingly live with the level of traffic we have, there is concern about the affect climate change will have on ecosystem health, and vehicle emissions is the biggest lever the community has to address that issue.

- Dedicate resources to Travel Demand Management including staff time funding and enthusiasm. Reducing traffic has to be cultural, it will be most successful if it becomes part of the community pride and identity in the same way as conservation.
- Update the Action Plan in the ITP to embrace new opportunities. The transit mode shift goals might be unrealistic, but the overall mode-shift goal might be achievable through an embrace of e-bikes in the summer months.
- Work with WYDOT on big ideas. Dedicated HOV/BRT lanes designed to accommodate autonomous vehicles is not a typical rural solution, but there is federal funding for those type of big ideas and working with WYDOT to try new things is the way it can be done.
- Prioritize pedestrian infrastructure in Town. Analyze the pedestrian network as a whole. Where is pedestrian demand, where is the sidewalk network broken, where can pedestrians share the road?
- Add vehicle miles traveled per capita to core indicators. 60/40 and 65% have provided good guidance. A vehicle miles traveled equivalent or mode share equivalent would provide focus on the issue.

Section 8: Quality Community Service Provision

Community Goal:

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

- Have services and facilities been quality?
- Have they been delivered timely, efficiently, and safely?
- Have they been delivered in a fiscally responsible manner?
- Have they been delivered in coordinated manner?

Section 8: Quality Community Service Provision			
Trends			
	Trends/Events		Future Considerations
	• Level of service seemingly increasing • SPET elections (2008, 2010, 2012)	• Level of service seemingly increasing • Revenue sources unchanged • SPET elections (2014, 2016, 2017) • Community Priorities Fund not elected (2015) • Community Health Needs Assessment (2015, 2018)	• In order to evaluate service delivery, service goals are needed. • The Town, County, School District, Hospital District, and other entities will have more opportunities for success if they work together.
Perception	• Public is satisfied with community services. • Specific services (especially related to mental health) are needed, but not an overhaul.		

Trends

This is the section where the community cannot easily determine if the goal has been met. For some services there are measures of service quality and delivery, but for many there are not. There are examples of coordination and there are examples where self-interest was pursued over coordination.

Have services and facilities been quality?

The driving part of the goal is the desire for high quality services. In some cases, we have high quality services relative to communities in the area or of similar size. For instance, the recently adopted Parks and Recreation Strategic Plan evaluates our parks system as being on par with the national standard for communities our size, in addition to the National Parks and National Forests we have out our back door. Our airport provides the best national air service within 5 hours. We have the 15th largest rural transit agency in the country according to the American Public Transit Association.

Despite our snowy, cold climate, schools are almost never closed because of weather. However, the community has not defined what quality means to us for each of the services listed in the plan. In fact, such definition is one of the indicators that went untracked.

Have services been delivered efficiently and in a fiscally responsible manner?

In addition to quality, the goal asks that service be delivered efficiently and responsibly. Efficiency and fiscal responsibility are hard to determine until the desired level of service is achieved. We know how staffing, tax revenue, and non-profit giving have grown over the years. However, we cannot quantify how the level of service has grown over the same period.

Coordinated service delivery

The goal includes service delivery be coordinated. Coordination in service delivery means coordination within local government and between various levels of government. Coordination does not mean joint decision making, consolidated government, or socializing all services. Nor does it mean hard decisions are avoided because not everyone agrees. The coordination goal is that each service provider in the community is doing its piece without making it more difficult for the other providers to do their piece, and all the service providers support each other. There are examples of improved coordination like County and WYDOT work on Tribal Trails and lack of coordination such as the Munger Mountain Elementary School location which was contrary to key goals. Individual and preemptive decision making is still present in some cases and works counter to the community goals. The public is best served when all its representatives work together.

Another opportunity for coordination is with non-profits. Examples include when the State, County, and non-profits work together and coordinate human service provision.

Public Perception

The community views public service delivery highly. It is not something the community strongly prioritizes for future action. However, there are specific areas, such as mental health and social services that are a top priority of the public. Public input into this process echoed the Community Health assessment call for better mental health and social services.

Future Considerations

The Community Health Needs Assessment is a good step toward establishing community health goals against which to measure service levels. What is needed is implementation action.

- Define desired service levels. Studies like the Community Health Needs Assessment, Parks and Recreation Strategic Plan, and Childcare Baseline Study are helpful to set desired levels of service. Further budgeting, action planning, and issue prioritization is needed.
- Commit to Coordination. Start locally (Town, County, School District, Hospital District) and then work broadly to provide additional services to the community.

Section 9: Growth Management Program

Community Goal:

Ensure the amount, location and type of growth occurs according to the community's Vision.

- Has the amount, location, and type of growth been tracked?
- Has the community reacted to growth that is in the wrong location or of the wrong type?

Section 9: Growth Management Program			
Trends			
	Trends/Events		Future Considerations
	• Comp Plan (2012)	• Annual Indicator Reports • Annual Work Plans • First Work Plan (2012) • First Indicator Report (2013) • GMP Trigger (2017)	• Continued indicator tracking and analysis will improve understanding • Need to take the corrective action when they are identified in order to meet goal • Need to maintain predictability
Perception	• Public believes engagement and monitoring is improved. • Public desire is for follow through on Plan.		

Trends

Since the beginning of the Comprehensive Plan update in 2007 the community has continually improved its tracking of indicator trends and focus on those trends in its decision making. This is especially evident in the zoning updates and this project.

Has the amount, location, and type of growth been tracked?

The community has produced an Indicator Report and Work Plan every year since 2012. The first edition of the Indicator Report was basic, but it has evolved over 7 years to include more data over longer periods and more refined methodology. The Audit of the Plan finds that, with few exceptions, the indicators are a success. The transportation indicators have been updated to sync with the ITP, some indicators have morphed slightly to become more relevant, and we have been unable to produce the data for 2 of the indicators. But, in the Indicator Report, the community now has an organized database of community growth trends. The Indicator Report has allowed the community to define the amount, location, and type of growth that is occurring more accurately and comprehensively than it could in 2012. It also helps the community know what it doesn't know, such as the nature of the job growth and precise health of the ecosystem. There is opportunity for improvement in making the information more accessible so that more of the community is having conversations based on accurate data. The Annual Work Plan has been a success prioritizing implementation tasks and facilitating completion of big policy projects.

Has the community reacted to growth that is in the wrong location or of the wrong type?

Prior to 2012, data was only occasionally used for decision making, now the community trends are documented and ever more data is available. Whether the community can take corrective action where trends indicate action is needed remains to be seen. The purpose of this Growth Management Program review is to identify trends and needed corrective actions. As a starting point, some potential corrective actions are included in this report. The purpose of the remainder of the Growth Management Program Review will be to refine and adopt corrective actions, and future reviews will identify whether the corrective actions were successful and implemented well.

Strategy implementation

With regard to the original strategies put in place to implement the Comprehensive Plan, the community has been successful. The Plan adopted in 2012 has 110 strategies; 67 of them (61%) have been completed, partially completed, or are ongoing. This means that there is still plenty of work to do, but significant work has been done. The Housing Section has seen the most action. It is the section with the most completed strategies (7) and least incomplete strategies (1). The Section with the least implementation is Community Services with 5 of 6 strategies incomplete.

Character district implementation

The geographic metric of Comprehensive Plan implementation is the Character Districts. Zoning has been updated to match the Plan in all or most of 11 of the 15 Character Districts. The Town Square zoning is currently being updated. The 3 Districts that have not yet been addressed are Wilson, Aspens, and Business Park/Hog Island. The 15 Character Districts are broken into 55 Subareas. All 8 of the Preservation subareas focused on reducing the potential for development and have been rezoned. 7 of the 8 Conservation subareas focus on wildlife permeability through existing development and have been rezoned. 15 of the 18 Transitional subareas have been rezoned to allow for a different character of development than exists today. Logically, 10 of the 14 subareas that

are yet to be rezoned are Stable subareas that are envisioned to retain largely the same development allowances and patterns that exist today.

Public Perception

The community's perception of the culture change toward indicator-based decision making is one of success. While there are calls for additional action related to specific data points, generally the community is excited about the adaptive management approach to the Comprehensive Plan. It is worth noting that the shift to adaptive management, and indicator-based prioritization was a big move. In 2012 the lack of predictability was a significant public concern. That the sentiment has quietly shifted to one of general support for the approach the community is taking to implement the Plan and make decisions is a success. While there were some comments bemoaning the rigidity of the new focus on predictability, the public perception of the implementation and decision-making process is as high as it is for any topic – a far cry from 2012 when predictable implementation of the Plan was a key issue.

Future Considerations

Public sentiment and the trend analysis both suggest implementation action. The indicator report can be improved and this GMP process needs to be acted upon, but the framework has been successful and is supported.

- Refine the Indicator Report. The indicators that have evolved should be updated. Redundant indicators should be combined. Indicators that have not been successful should be replaced. Indicators should be added for community goals without indicators. There is mobility data available that would add precision and accuracy to the reporting. The data can be made more accessible.
- Finishing this GMP Review process is important. The community cannot shy away from identifying corrective actions. Some of the success above show how impressively the community can address conservation and housing when it is Plan focused.

Section 10: Administration

Community Goal:

Continuously improve upon the policies of the Comprehensive Plan

- Have the policies of the Comprehensive Plan been improved?
- Has the improvement been continuous?

Section 10: Administration		
Trends		
	Trends/Events	Future Considerations
	• Comp Plan (2012)	• No project-based amendments • Plan used in policy making • Plan Amendment (2014) • ITP and HAP (2015)
Perception	• Continued indicator tracking and analysis will improve understanding • Need to take the corrective action when they are identified in order to meet goal • Need to maintain predictability	

Trends

Generally, the community is meeting the goal. This process will be a test of the community’s ability to make improvements without starting over, but so far the community has stuck with the goal to continuously check-in with the Plan and monitor its implementation so that the Plan remains relevant.

Have the policies of the Comprehensive Plan been improved?

While this is the first explicit discussion of improving the policies of the Plan, there have been numerous policy refinements since 2012. The ITP and Housing Action Plan clarified and elaborated on the policies of Sections 5 and 7. The joint commercial buildout discussion that came out of the 2015 Indicator Report refined Policy 3.1.a with regard to nonresidential potential. Zoning updates were based on refinement of the Character Districts. Some of the clarifications that have been made over the years need to be incorporated into the Plan, but the fact that such conversations are being had in the context of enhancing Plan policy rather than starting from scratch is a success. And it is a success that can be sustained.

Has the improvement been continuous?

Neither the Town nor County has used the Comprehensive Plan in a regulatory way. Neither the Town nor County has reacted to circumstances without due consideration for the comprehensive impact. The administrative process for annually considering amendments to the Plan has worked well. The two Comprehensive Plan amendments that have been submitted by the public were reviewed in the context

of the indicator report and context of the entire Plan. One amendment application was approved, the other denied, but both were a successful administration of the Plan. The community has been successful in using the Plan as a guiding document to establish action plans and regulations then working day-to-day from those more detailed documents.

Ultimately, if the community can continue to administer the Plan as an adaptive management plan, a resource-consuming full plan update can be avoided. There may be sections of the Plan that need revision, but dedicating energy toward implementing our community vision is far more effective than recreating the Vision. There is validity in continuing to refine important parts of the Plan like development pattern, but it is also worth acknowledging that the vision for development pattern has been the same since 1994 and the refinements are incremental improvements compared to the successes already achieved. A major success moving forward would be if the community can redirect energy away from rehashing issues toward issues that get less attention but have a large, indirect impact, such as transportation related emissions.

Public Perception

The community perception of the administration of the Plan generally matches the analysis – we are doing well, but we need to keep implementing the Plan. As discussed above, the community is appreciative of the outreach and engagement, but consistent implementation is still something the community thinks needs some work. It is not a priority, but it is still on the public's radar.

In some ways this is the most difficult section on which to evaluate public perception. Much of the policy refinement that has occurred through the ITP, Housing Action Plan, zoning conversation, etc. is reflected in the public perception of those topics, not the administration of the Plan. But public perception of the policy work is positive and that is a positive for this section.

Future Considerations

The trends and public perception again point to implementation action for this section. The work the public wants to do is implementation, not process. There is public satisfaction and data support for the framework of the Plan. Energy can be focused on other sections so long as this section continues to be implemented as envisioned.

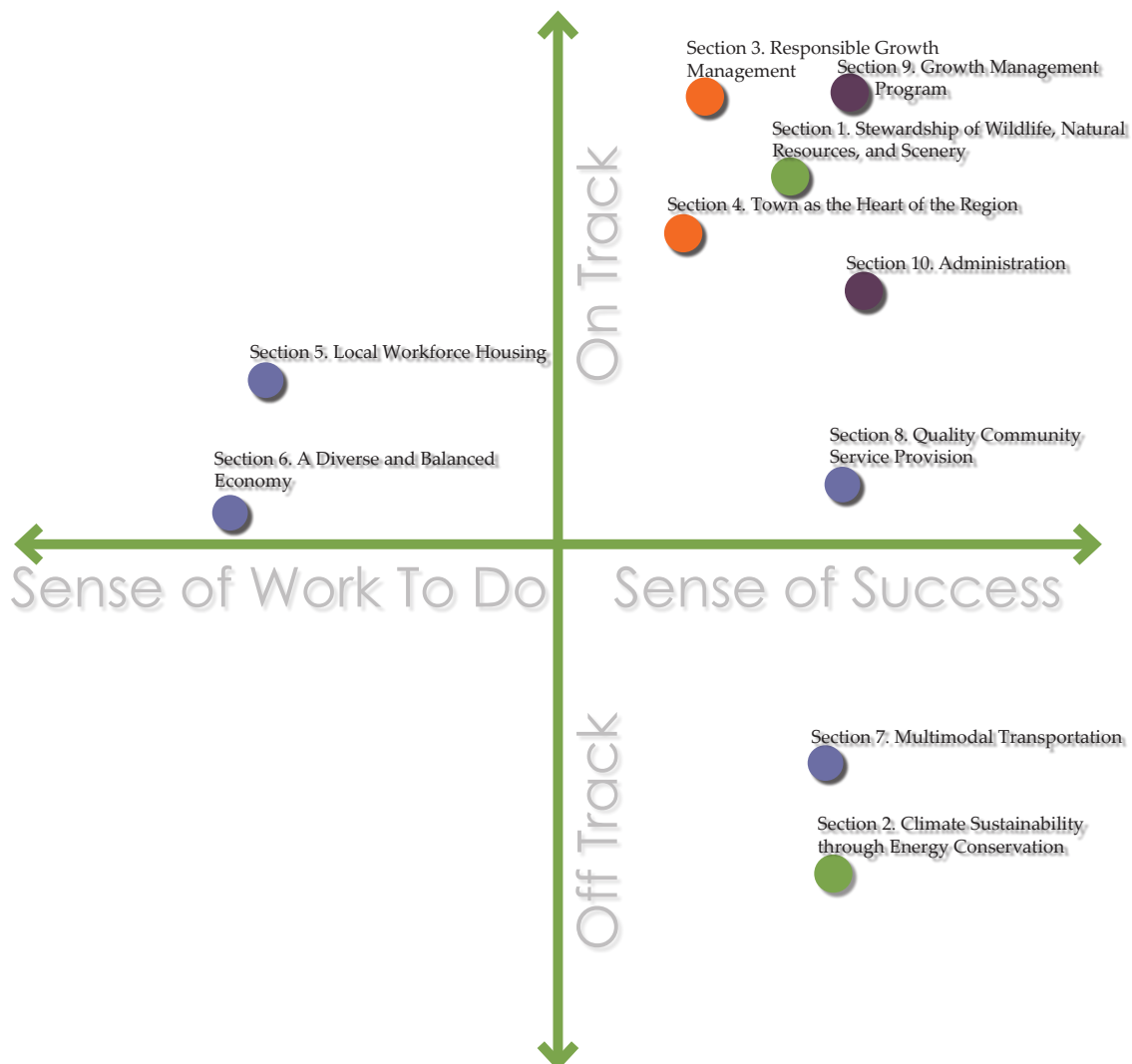
- Avoid a full plan update, it is not needed. The Plan calls for a full plan update after 10 years. But if this process is a success there is no need for it. If the community has affirmed the Vision and Values, and this adaptive management is popular and yielding success, commit to another GMP after an additional 5-7% growth increase instead of a full Plan update. If there are one or two sections that need to be rethought, in the context of the greater Plan which is approved, make the updates, but spend the majority of time on Plan implementation.

Conclusion

The community is generally on track. If the GMP was a test, the community passed. It did not get every question right, there are some red marks on our report card where we need to put in more effort, but overall, we are trending positively. Success is a testament to an action-oriented plan, implemented through an annually prioritized Work Plan that ensured the community stayed focused on the big picture. We are considered the model by similar Western communities in North America, so the bar is set high.

The chart below is another way to look at the Report Card - with the goal analysis as the vertical axis and public perception as the horizontal axis. Public opinion generally supports the data trends.

- We have a strong vision and plan and we just need to follow it.
- Ecosystem health is good, but in danger of decline from climate change
- The growth management policies in place are good, they do not need to be rethought, they need to be implemented.
- We have work to do on quality of life. Housing efforts need to be redoubled. The economy is growing, but not for everyone. Bus, bike, and walk options are better, but not enough to change system-wide travel behavior that is a threat to ecosystem health. Level of service seems good, but the goals need better definition.



Going back to the very beginning of this report the purpose of the GMP is to ask whether we are on track so that we can figure out which direction to head in the future. We are just taking a water break; we are about to get up and start moving again. So what are the key trends from the past seven years that we need to consider? Four jump out.

Increasing Greenhouse Gas Emissions

Reducing emissions in the face of growth is already a community goal, and it is as important today as it was in 2012. Along with amount and location of growth, climate change is the major threat to ecosystem health. The good news is we know that reducing emissions will minimize the impact of climate change. We also have an emissions inventory that tells us how to reduce emissions. We have to address traffic. People are annoyed by traffic, but do not prioritize addressing it; except that, vehicle emissions are the biggest local contributor to climate change. Continued growth in vehicle miles traveled will negatively affect the community's transportation goals, which will negatively affect the community's emissions goals, which will negatively affect the community's stewardship goals. The community can address at least three community goals through the single action of committing to Travel Demand Management. And as a bonus, one of the easiest ways to reduce vehicle miles traveled is to house workers locally, which is the community's housing goal. When the community sets its mind to something, it can achieve great success. The country holds our conservation efforts and housing work as the gold standard. Transportation related emissions can be the next great community success.

Continued Demand for Housing

The housing policy trends are positive. Zoning has been updated and the Housing Action Plan is in place. But the public desire is for housing, not housing policy. The data supports the public comment, housing demand is as high as it has ever been. Workers are not making any more money than they were in 2012, but housing and other

costs have increased. And growth in the number of workers in the community has grown as fast as any other indicator. The tools are in place to get the right type of growth – workforce housing, in the right location – Town. All we need to do now is use them. We do not need to rethink the proper locations for housing, we need to make sure housing gets built where it is entitled. The market will respond to a stable set of rules; it will not if the rules are ever-changing. While the community discussed housing from 2007 to 2015, the percentage of the workforce living locally fell from 65% to 57%. Since focus turned to implementing the Housing Action Plan that percentage is flat.

Increasing Inequality

One of the trends that is apparent in the data, but unaddressed in the Plan is growing income inequality. Public comments on equity issues are associated with a number of different topics because it is an issue across a number of topics, but also because the Plan does not address equity. The housing and economy chapters are where equity trends appear most obviously. While the housing market is well documented, the types of jobs that have been added since the recession, and who is in them, is not. Understanding the job and labor market might be the first step to discussing equity as a community. The most oft-quoted phrase from the 1994 Plan was, “community first, resort second,” which is a clear statement of desired social identity and equity. It may not be relevant anymore, but the Plan is currently missing a substitute. With an understanding of who we are and what we do, our vision for equity and social identity can be updated and reintroduced.

Development Pattern

Most importantly, the community should be proud of all the success we've achieved around managing the amount and location of development. The community development pattern is well positioned into the future, to the benefit of wildlife and residents. All we have to do is stay there. Maintenance is nobody's favorite action, but everyone knows that an ounce of prevention is worth a pound of cure. Continuing

to be best at what we're great at (ecosystem health and growth management) is important for two reasons. Staying vigilant on our successes maintains our community character. At the same time, celebrating our successes instead of rehashing them allows us to shift resources toward areas where we need help (quality of life). The community can turn attention to the trends above with great pride in the success achieved by the Character Districts and zoning already in place.

What are other positive things you've observed in the community over the past seven years? Where could we improve?

Focus on pedestrian safety improvements

The pathways system is amazing

The community coming together to save wildlife migration paths, historical buildings, and open spaces.

Community events, increased bike use, and better public transportation

We need more collaboration between Town and County

The way that this community comes together in times of need.

We need to make more serious strides in affordable housing

How well the streets and sidewalks are taken care of during the winter months...

Adherence to the LDRS

Residential zoning has been updated to reflect the comp plan

A move toward sustainability and energy efficiency