Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

May 4, 2020
1:00 PM
Town Council Chambers
Chair: Pete Muldoon

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

I. WEBEX LINK FOR PUBLIC PARTICIPATION

Meeting ID **967 351 540** Password: toj To join, click on the link or copy it to your browser: https://townofjacksonwy.webex.com/townofjacksonwy/onstage/g.php?MTID=e0d3013d96ad43cb0a31e75ed44645bef

If the link does not work, join through webex.com with the meeting ID and password provided above.

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. 1:00 PM......GROWTH MANAGEMENT PLAN (GMP)

A. 2012 Comprehensive Plan Update

B. Comprehensive Plan Work Plan

IV. 3:00 PM.......PUBLIC COMMENT

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

V. CONSENT CALENDAR

A. Meeting Minutes:
   1. April 6, 2020 regular JIM

B. Housing Restriction Templates for Banked Units

C. Reallocation of SLIB Grant Funds for Cache Creek Tube Phase 1B and 2D

D. Acceptance of CARES Federal Assistance for Jackson Hole Airport

VI. DISCUSSION/ACTION ITEMS

A. Additional Penny of Sales Tax Discussion (Larry Pardee, 1 Hr)

B. Fiscal Year 2021 Budget for Jackson Hole Airport Board (15 Minutes)

C. Fiscal Year 2021 Budget for Jackson Hole Travel & Tourism Board (15 Minutes)

D. Fiscal Year 2021 Budget for Energy Conservation Works (10 Minutes)

E. Housing Nexus Study (Tyler Sinclair, 10 Minutes)

VII. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

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.

VIII. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

A. 6/1 Integrated Transportation Plan (Tyler Sinclair)
B. 6/1 Consideration of START Route Plan for 2020-2025 (Darren Brugmann)
C. 6/1 Proposals for Recreation Center Expansion (Steve Ashworth)
D. 6/1 RFQ Pathways Master Planning Update (Brian Schilling)
E. 6/1 Structure of Pathways Task Force (Brian Schilling)
F. *tbd* Human Services Plan (Alyssa Watkins)

IX. 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 COUNCIL

BOARD OF COUNTY COMMISSIONERS

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: April 30, 2020
MEETING DATE: May 4, 2020

SUBMITTING DEPARTMENT: Long-Range Planning
DEPT DIRECTORS: Tyler Sinclair & Chris Neubecker
PRESENTER: Tyler Sinclair

SUBJECT: Draft Update to the 2012 Jackson/Teton County Comprehensive Plan: A Review of Proposed Updates and Request to Initiate Public Review Period (AMD2019-0008/P19-129)

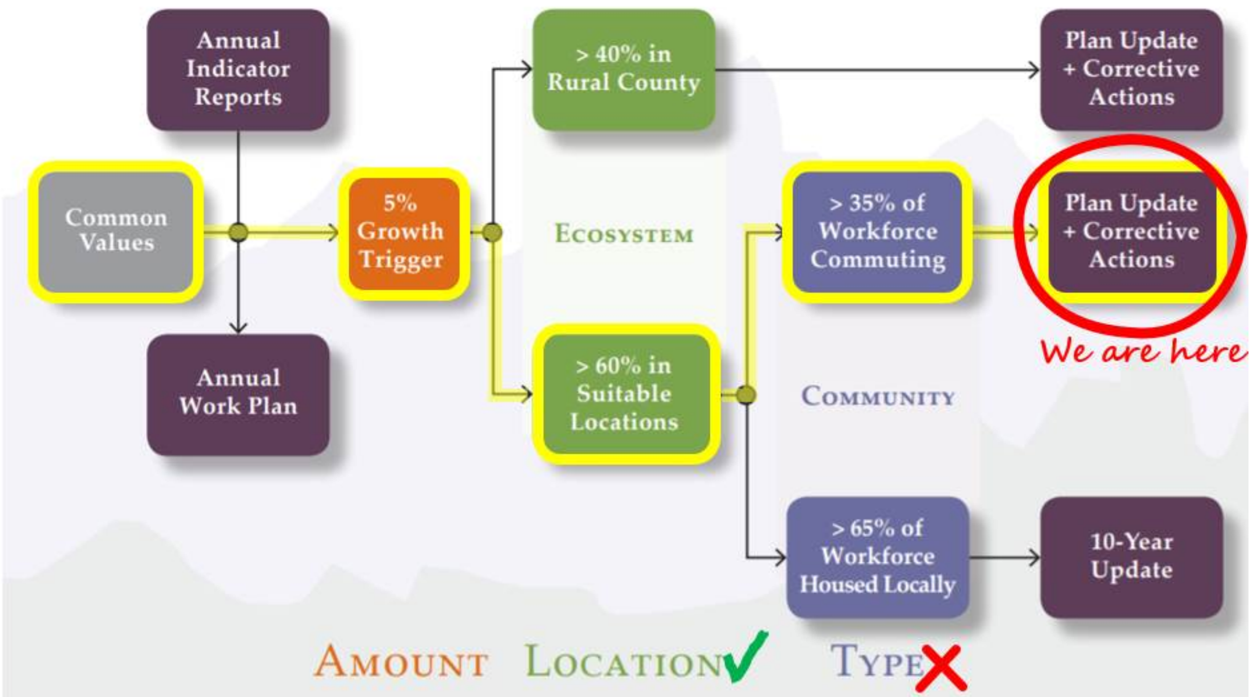
PURPOSE/REQUESTED ACTION

The purpose of this joint meeting between the Board of County Commissioners and Town Council is for Planning Staff to present an overview of proposed updates to the 2012 Comprehensive Plan, provide an opportunity for the Council and Board to jointly make any edits to the draft prior to the public comment period, then direct Planning Staff to begin a 45-day public comment period on the draft, and a joint Council and Board hearing to consider adoption of the proposed update to the 2012 Comprehensive Plan.

BACKGROUND

This item will be broken up into three parts as follows:

Part 1: Review of proposed updates to the 2012 Comprehensive Plan
Planning Staff will present an overview of proposed updates that have been incorporated into the 2012 Comprehensive Plan that were released on March 20, 2020 based upon direction from the Board of County Commissioners and Town Council in December 2019 and affirmed in February 2020. The presentation will include a summary of how growth in the community over the past seven years and review of our Growth Management Program prompted us to update the 2012 Comprehensive Plan with a focus on corrective actions and enhancements that better align the Plan's Principles, Policies, and Strategies with the community's Vision and Common Values.



The process of reviewing the Growth Management Program and updating the Comprehensive Plan since it began in May of 2019 will also be summarized to highlight community engagement, public participation, staff recommendation and Council and Board direction have been incorporated as proposed updates presented in the draft.

Lastly, the proposed updates to the 2012 Comprehensive Plan will be outlined by chapter to guide review of the entire draft document by the elected officials. This presentation will be recorded and made available to the public at **Jacksontetonplan.com** along with previously released review materials.

Part 2: Joint discussion on edits to the draft prior to public review

The Board and Council will have the opportunity to direct Staff to make edits to the draft Update prior to initiating the public review period. Proposed edits will be vetted by polling of the group and any edits supported by the majority of both bodies will be made by Staff prior to initiating the 45-day review period. Any direction on edits provided by the group at the May 4, 2020 JIM are in preparation and affirmation of the draft Update prior to review and consideration of adoption. Final review and adoption of the update to the

2012 Comprehensive Plan will not occur until after the 45-day public comment period and at a joint public hearing date set by the Board and Council. Much like the February 2020 JIM meeting, this step is to ensure that the draft Update is an accurate representation of Board and Council direction before moving forward with the review and adoption process.

Part 3: Confirm hearing schedule and approve 45-day public comment period dates

Balancing continued momentum of the work conducted so far and the unforeseen limitations imposed by the COVID-19 pandemic, Board and Council should consider and set a revised review schedule for completion of this project. Staff proposes the following dates for consideration:

- May 13, 2020: Public comment period begins; legal notice placed in the Jackson Hole News & Guide weekly newspaper
- June 22, 2020: Joint Planning Commission meeting to make recommendation on adoption of proposed updates to the 2012 Comprehensive Plan
- July 13, 2020: Board of County Commissioners and Town Council Joint Information Meeting to consider adoption of proposed updates to the 2012 Comprehensive Plan

Staff notes that when considering the schedule, the Boards may want to consider what meeting formats and public gathering allowances should be in place during the review period. For example, should the Planning Commissions and Elected Officials have returned to in person meetings? Should recommendations/restrictions limiting gatherings of more than 10 people be lifted to allow for in person public comment? Etc.

STAFF ANALYSIS

Staff's role in this meeting is to provide information on the draft review documents previously released and take direction from the Council and Board. No further analysis has been performed beyond the documents previously provided.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners and Town Council provide direction on changes to the proposed updates to the 2012 Comprehensive Plan that are necessary before releasing the document for public comment. Staff also recommends that the Board of County Commissioners and Town Council initiate the public comment period for review of the proposed updates to the 2012 Comprehensive Plan starting on May 13, 2020 and set the public hearing schedule to consider adoption of the Update.

ATTACHMENTS

Previously released review materials on the proposed updates to the 2012 Comprehensive Plan can be viewed at **Jacksontetonplan.com** including

- A Guide to reviewing the Draft with explanation of proposed changes
- A Draft with annotations correlated to the Guide
- A redline of the Draft documenting proposed changes

STAKEHOLDER ANALYSIS

The entire Town of Jackson/Teton County community is a stakeholder and staff invites feedback from any community member or organization. Notice of the 45-day public comment period will be placed in the Jackson Hole News & Guide weekly newspaper on May 13, 2020 (subject to direction from the Board and Council) with press releases made on Town and County websites and social media outlets.

PUBLIC COMMENT

All written public comment can be sent to Kristi Malone at kmalone@tetoncountywy.gov or PO Box 1727 Jackson, WY 83001.

FISCAL IMPACT

Contract with Logan Simpson not to exceed $156,222.

STAFF IMPACT

Staff is serving in informational, facilitation, and support roles for this meeting. Work on this project will proceed based on Board and Council direction.

LEGAL REVIEW

County: Gingery.
Town: Not required.

SUGGESTED MOTIONS

Town Council:
I move to begin the public comment period of the Proposed Amendments to the 2012 Jackson/Teton County Comprehensive Plan, to direct staff to advertise in the official newspaper of the town our intent to adopt amendments to the 2012 Jackson/Teton County Comprehensive Plan, to set a hearing date before the Jackson Planning Commission and a hearing before the Town Council with the following changes directed at this meeting:

Board of County Commissioners:
I move to begin the public comment period pursuant to Wyoming Statute §16-3-103 of the Proposed Amendments to the 2012 Jackson/Teton County Comprehensive Plan, to direct staff to advertise in the official newspaper of the county our intent to adopt amendments to the 2012 Jackson/Teton County Comprehensive Plan, to set a hearing date before the Teton County Planning Commission and a hearing before the Board of County Commissioners with notice as required by Wyoming Statute §18-5-202 with the following changes directed at this meeting:

Town Council & Board of County Commissioners
JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

PREPARATION DATE: April 30, 2020
MEETING DATE: May 4, 2020

SUBMITTING DEPARTMENT: Long-Range Planning
DEPT DIRECTORS: Tyler Sinclair & Chris Neubecker
PRESENTER: Kristi Malone

SUBJECT: 2020 Annual Indicator Report and Fiscal Year 2021 Implementation Work Plan (MSC2020-0005/P19-020)

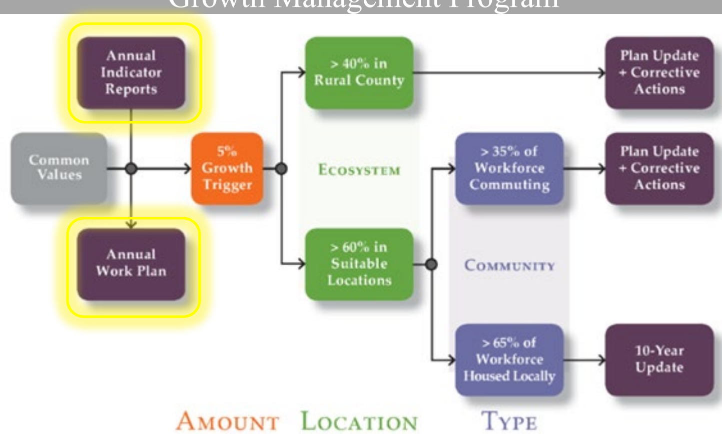
PURPOSE/REQUESTED ACTION

Board of County Commissioners and Town Council are requested to review the proposed Fiscal Year 2021 Work Plan, make changes or amendments based upon priorities for July 2020 to June 2021, and approve a defined Fiscal Year 2021 Work Plan.

BACKGROUND

The Annual Indicator Report and Work Plan operate in conjunction with the Growth Management Program to implement the Comprehensive Plan. The Work Plan identifies and prioritizes the Comprehensive Plan implementation efforts to be undertaken in the next fiscal year. Long-Range Planning presents a Work Plan for consideration and approval jointly by the Board of County Commissioners and Town Council every spring in conjunction with review of the Annual Indicator Report. The 2020 Indicator Report was already presented to Board and Council for review at the April 6, 2020 JIM.

Growth Management Program



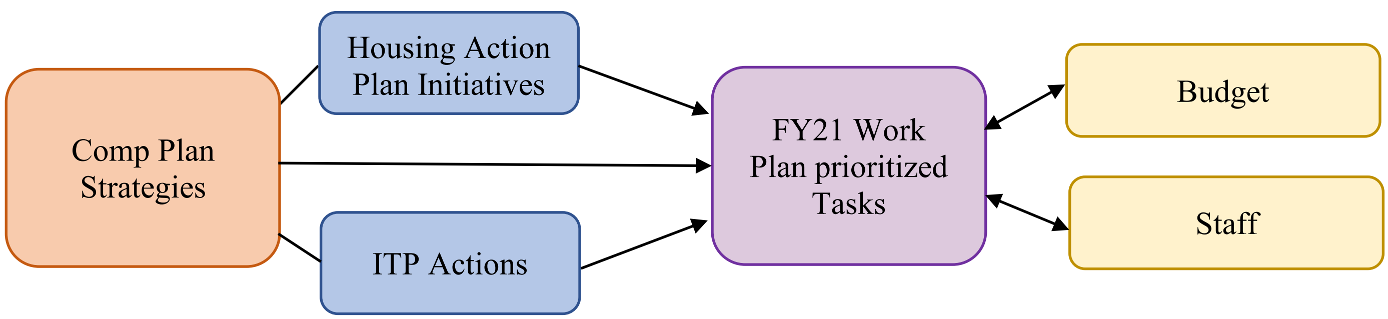
Purpose:

The purpose of this item is to prioritize LDR Updates, Comprehensive Plan administration, transportation projects and Housing Department projects for fiscal year 2021. Staff uses the approved Work Plan to allocate fiscal and staff resources toward those priorities. This is the opportunity for the Board of County Commissioners and Town Council to direct staff efforts and set public expectation for implementation projects that will occur from July 2020 to June 2021.

Initially this Work Plan was scheduled to be discussed after approval of the Update to the 2012 Jackson/Teton County Comprehensive Plan so that revised or added Comp Plan Strategies could be considered for implementation this year. Since the Comp Plan Update schedule is in the process of being revised, those timelines no longer line up. As a result, the FY 21 Work Plan presented by Staff only includes implementation tasks from the 2012 Comp Plan that were on previous Work Plans with the exception of the Neighborhood Plans task which was requested to be included for discussion and consideration by the Board of County Commissioners and Town Council.

Scope of Work Plan:

- Generated by the Comprehensive Plan (Comp Plan), Integrated Transportation Plan (ITP), and Housing Action Plan (HAP) strategies to be the focus of work over the next fiscal year
- Includes Town, County and joint tasks
- Allocates all Long-Range Planning staff and fiscal resources, some of the Housing Department staff and fiscal resources, some of the Town and County Planning staff resources, and some of Town and County Public Works Departments staff and fiscal resources
- Considers capacity of public, stakeholders, Planning Commissions, Board of County Commissioners, and Town Council in meaningful engagement with Work Plan tasks in addition to regular Town and County business.
- Fiscal Year 2021 runs from July 2020 through June 2021



Joint Coordination:

The Town of Jackson and Teton County have formally engaged in joint land use planning since 1994. While each jurisdiction has its own version of the LDRs, there is only one Jackson/Teton County Comprehensive Plan, one joint Annual Indicator Report, and one joint Annual Work Plan. As a result, the FY 21 Work Plan must be approved by both jurisdictions for it to be adopted. While in the past, County-only or Town-only tasks have been prioritized by each jurisdiction respectively, identifying the benefits of coordinating timing and shared resources required of those tasks has been an important component of setting the Work Plan. Tasks identified as “joint” are those designed for cooperative and balanced resource sharing and oversight to advance common or interdependent strategies included in the Comp Plan, ITP or Housing Action Plan. Agreement of both the Board and Council toward joint tasks in the Work Plan has historically resulted from collaboration with a focus on the efficiency of community, staff and decision-maker efforts toward achieving joint goals; these achievements have been accomplished by planning and working jointly to achieve them. Joint tasks also provide a balance of jurisdictional oversight on issues that bridge legal boundaries to affect the community valley-wide.

The 2012 Comprehensive Plan and the Update underway were designed for joint investment and joint implementation through coordinated planning efforts between the County and Town. Through the ongoing Growth Management Program review and Comprehensive Plan Update, we assessed that over 60% of the 2012 Comp Plan implementation Strategies have been achieved. As joint Planning staffing levels have decreased from three positions (Transportation Planner, Principal Long-Range Planner, and Senior Long-Range Planner) to one (Senior Long-Range Planner) over the past year and a half, coordination among the Board and Council to carefully direct staff resources is more important than ever to ensure consistent and integrated attention to community-wide planning issues.

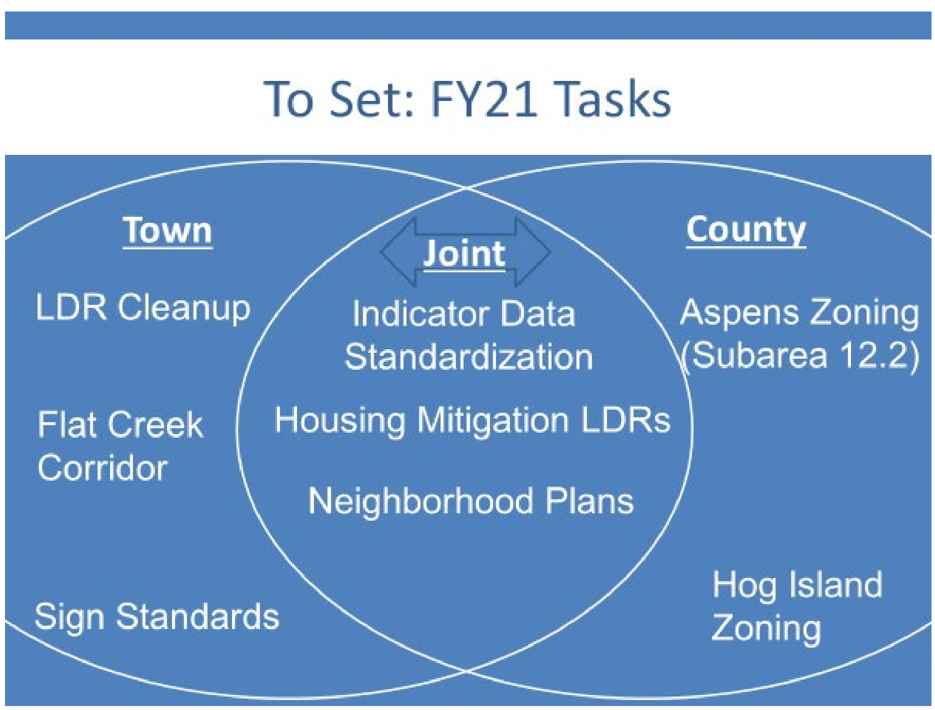
STAFF ANALYSIS

Based on the Growth Management Program review, direction provided by Town and County officials on the Comp Plan Update so far, and data presented in the 2020 Indicator Report, staff has identified these Comprehensive Plan implementation projects as the top priorities for FY 21 (July 2020 – June 2021):

JOINT:
- Revisit Workforce Housing Mitigation LDRs
- Town & County Neighborhood Plans within joint context of community-wide density allocation: Northern South Park (Subarea 5.6), Fairgrounds (Subarea 3.3), and MidTown (Subarea 4.3)
- Indicator Data Standardization

TOWN:
- Flat Creek Corridor
- LDR Cleanup
- Sign Standards

COUNTY:
- Update Aspens Subarea 12.2 Zoning
- Update Hog Island Subarea 7.2 Zoning



PLANNING COMMISSION ANALYSIS

The Town and County Planning Commissions met jointly on April 27, 2020 to review the FY21 Work Plan presented by staff, discuss necessary changes, and make a recommendation to the Board of County Commissioners and Town Council.

The County Planning Commission voted 4:0 with Commissioner Mateosky absent to recommend **approval** of the proposed FY 21 Implementation Work Plan dated April 23, 2020 as presented by staff.

The Town Planning Commission voted 4:1 with Commissioner Gale opposing to recommend **approval** of the proposed FY21 Implementation Work Plan dated April 23, 2020 as presented by staff.

Discussion among Planning Commissioners included the following proposed FY21 tasks:

- Revisit Workforce Housing Mitigation LDRs: Planning Commissioners were concerned about advancing this task prior to updating the Housing Nexus Study. Staff explained that this task acknowledges that no new data will be available until the Housing Nexus Study is completed which limits the task to a policy discussion.
- Neighborhood Plans: County Planning Commissioners examined options for decoupling Town and County neighborhood plans with the objective of further prioritizing the Northern South Park Neighborhood Plan. There also was discussion of pairing planning of Northern South Park with the Hog Island Zoning Update task. Staff explained that the Neighborhood Plans task was designed considering the community's overall cap on residential density by examining multiple neighborhood plans for density allocation throughout the community.
- Transportation tasks: Planning Commissioners were interested in advancing more transportation planning items but recognized limitations in budget and staffing. Staff replied that the Transportation Advisory Committee's priority is increasing capacity for transportation tasks by securing the ITP Lead position should funding be available. 202
- County Aspens and Hog Island Zoning: Planning Commissioners agreed that updating the legacy zones in the Aspens and Hog Island should remain a priority. Deputy County Attorney Keith Gingery explained the importance of updating County legacy zones, especially in the Aspens residential area.
- Town Sign Standards: Town Planning Commissioners discussed whether this task should be a priority for FY21. Staff explained that the objective is to update and align sign standards with federal law.

Public comment was given by Susan Johnson by phone as a representative of the Gill family on development of Northern South Park.

STAKEHOLDER ANALYSIS

The entire Town of Jackson/Teton County community is a stakeholder and staff invites feedback from any community member or organization.

PUBLIC COMMENT

No written public comment has been received by Planning Staff up to the date this staff report was released.

FISCAL IMPACT

Fiscal impacts associated with each identified project have been provided in the proposed Work Plan. Actual financial commitments will be considered by the elected officials and as part of adoption of the Town and County budgets.

STAFF IMPACT

The FY 21 Implementation Work Plan accounts for all the Joint Long-Range Planning Department's time. It also requires time from Town Planning Staff, County Planning Staff as well as other Town and County Departments. Current planning issues taking precedent over long-range planning efforts has been, and will remain, the biggest challenge in completing Comprehensive Plan Implementation Work Plans.

COUNTY LEGAL REVIEW

Gingery.

TOWN LEGAL REVIEW

Not required at this time.

ATTACHMENTS

- Draft FY 21 Implementation Work Plan

RECOMMENDATIONS

The Town Community Development Director and the County Planning Director recommend **approval** of the FY 21 Implementation Work Plan dated April 23, 2020.

The Town and County Planning Commissions recommend **approval** of the FY 21 Implementation Work Plan dated April 23, 2020.

SUGGESTED MOTIONS

Town Council: I move to **approve** the proposed FY 21 Implementation Work Plan dated April 23, 2020.

Board of County Commissioners: I move to **approve** the proposed FY 21 Implementation Work Plan dated April 23, 2020.

Jackson Teton County

FY 21 Comprehensive Plan Work Plan

Comp Plan | ITP | Housing Action Plan DRAFT: 4/23/2020

FY 21 Work Plan Introduction

Since 2012, the Jackson/Teton County Comprehensive Plan (Comp Plan), Integrated Transportation Plan (ITP), and Housing Action Plan (HAP) have been adopted and staff structures have been created specifically to implement each plan. Implementation of the ambitious policies and strategies in the three plans is a fulltime workload for the individual departments and advisory boards responsible for each plan. The Comprehensive Plan Work Plan for the 2021 fiscal year (FY 21 Work Plan) presents projects from all three plans that require coordination between departments together to illustrate the workload on those responsible for them all – the public, Town and County Planners, the Board of County Commissioners, and Town Council.

Purpose

The purpose of the FY 21 Work Plan is to present all the community’s upcoming coordinated planning projects for land use, transportation, and housing in one place so that the Board of County Commissioners and Town Council can prioritize their efforts, direct staff and fiscal resources, and set expectations for the public on upcoming projects.

Each of the following FY 21 Work Plan tasks are generated by one or more "Strategies" in the Jackson/Teton County Comprehensive Plan, Integrated Transportation Plan, or Housing Action Plan. Strategies represented in the Comprehensive Plan are the actions necessary to align our community with the Plan's Goals, Principles and Policies. Each Task in this Work Plan is analogous to achieving one or more Strategy(ies) in the Comprehensive Plan, Integrated Transportation Plan or Housing Action Plan. The strategy numbers listed throughout this Work Plan reference the strategies enumerated in the 2012 Comp Plan.

Scope

This FY21 Work Plan identifies tasks from the Comprehensive Plan, Integrated Transportation Plan, and Housing Action Plan that rely on coordinated planning resources through fiscal year 2021 (ending June 2021) and beyond. Tasks contributing to the Integrated Transportation Plan and Housing Action Plan carried out by Public Works or the Housing Department beyond the coordinated planning stages are not included in this Work Plan but are represented in Work Plans for those departments. This Work Plan proposal was developed by Staff to reflect interests of the Board of County Commissioners and Town Council, but is presented as a draft with the expectation that joint discussion between the Board and Council may result in amendment of the Plan prior to approval. Work on this Plan started prior to the COVID-19 pandemic but has been adjusted to reflect recent guidance on fiscal considerations for continued Town and County operations and enable discussion of alternative resource allocations. The timeline objective for setting this Work Plan is prior to annual budget approval for fiscal year 2021. This Work Plan can be revisited jointly throughout FY21 as necessary if availability of staff or fiscal resources change.

Planning Staff Capacity

This proposed FY 21 Work Plan is designed to accommodate current Long-Range staffing levels which are limited to the Joint Senior Long-range Planner and the County Associate Long-Range Planner. Two important positions yet to be filled are the Joint Principal Long-Range Planner and the Joint Principal Transportation Planner. Without these positions, some tasks outlined in this Work Plan are delayed to future years. The Joint Principle Long-Range Planner position has been vacant since January 2019 and the Joint Principal Transportation Planner position has been vacant since March 2018. If these positions are filled in the coming year, this Work Plan can be revisited and amended to reflect increased staff capacity. Additionally, an integral capacity consideration is the availability of the public, Planning Commissions, supporting Boards, and elected officials to engage in and direct the processes for all of the tasks under consideration.

FY21 Long-Range Planning Priorities

Staff recommends that in addition to annual and ongoing tasks listed in this Work Plan, the Town and County work together to prioritize joint long-range planning tasks for the 2021 fiscal year. The Town and County will also each individually prioritize Town-only and County-only long-range planning tasks. The following joint, Town-only, and County-only tasks are recommended for prioritization by Staff for the coming fiscal year.

JOINT:

- **Town & County Neighborhood Plans within joint context of community-wide density allocation: Northern South Park, Fairgrounds, and MidTown**
- **Revisit Workforce Housing Mitigation LDRs**

TOWN:

- **Flat Creek Corridor**
- **Sign Standards**

COUNTY:

- **Update Aspens Subarea 12.2 Zoning**
- **Update Hog Island Zoning**

Table of Overall Tasks & Timeframes

Task	FY 20	FY 21
Comp Plan Implementation		
County LDR Cleanup		
County Cell Standards Update		
Town Hillside LDRs		
Town Square Zoning and Historic Preservation LDRs		
Revisit Workforce Housing Mitigation LDRs		
County Aspens Zoning Update: Subarea 12.2		
Town Sign Standards Update		
Town & County Neighborhood Plans		
Town Flat Creek Corridor		
County Hog Island Zoning		
LDR and Zoning Map Amendments		
Joint GMP Review & Comp Plan Update		
Joint Standardized Indicator Data Collection		
Joint Annual Indicator Report		
Joint Annual Work Plan		
LDR and Comp Plan Education and Outreach		
Data Requests		
Other Comp Plan Coordination		
Integrated Transportation Plan Implementation		
Joint ITP Technical Update		
Joint ITP Implementation Lead		
Town Road/Utility LDRs		
County WY22 Capital Project Group 1 Charter/Concept Design		
Joint Local East-West Connection Capital Project Group 4 Charter/Concept Design		
Wildlife Crossings Master Plan Implementation		
ITP Education and Outreach		
Housing Action Plan Implementation		
Joint Annual Housing Supply Plan		
Housing Education and Outreach		
Housing Data Collection & Maintenance		
Housing Capital Projects		

Ecosystem Stewardship Growth Management Quality of Life

FY 21 Work Plan Tasks

The tasks in this section are not ordered by priority but are organized chronologically based on anticipated completion date and are color-coded by the representative Comprehensive Plan Common Value each task implements. Tasks below are based on strategies from the approved 2012 Comp Plan, but the Joint task of creating Neighborhood Plans has been added at the request of Town and County officials as part of the GMP/2020 Comp Plan Update.

Ecosystem Stewardship	Growth Management	Quality of Life	Achieving Our Vision

Fiscal Year 2020 to Complete

Joint GMP Review & Comp Plan Update

Progress	80%		
Timeframe	May 2019 – July 2020		
Task Lead	Long-Range Planning		
Resources	***FY19***	***FY20***	***Total***
Consulting Services (joint)	*$ 0*	*$ 156,222*	*$ 156,222*
Long-Range Planning	*100 hrs.*	*900 hrs.*	*1000 hrs.*
County Planning Director	*160 hrs.*	*160 hrs.*	*320 hrs.*
County Planning	*20 hrs.*	*20 hrs.*	*40 hrs.*
Town Dev. Director	*160 hrs.*	*160 hrs.*	*320 hrs.*
Town Planning	*20 hrs.*	*20 hrs.*	*40 hrs.*

Task: This task is two-part: determine if the community is meeting Comprehensive Plan targets for location and type of growth by reviewing the Growth Management Program; then, update the 2012 Comprehensive Plan with corrective actions and enhancements to better achieve the community vision and goals. The Growth Management Program review was triggered in 2017 upon hitting the 5% growth trigger built into the Comprehensive Plan update process when it was adopted in 2012.

Comp Plan Strategies:
Principle 9.1: Implement the Growth Management Program

Status: This task was originally identified in 2017 when the Growth Management Program was triggered. It was not begun in 2017 in order to allow for completion of the Engage 2017 projects prior to review of the Comprehensive Plan. This task is close to completion in its third and final project phase with a draft of the 2020 Update to the 2012 Comp Plan released on March 20, 2020. The Scope of Work and Schedule approved at the initiation of this project in June 2019 was expedited at the request of Town Council and Board of County Commissioners with a February 2020 anticipated completion date. To accommodate scheduling of multiple joint Planning Commission and elected official public meetings, the anticipated completion date was pushed back to May 2020. Taking prioritization of COVID-19 impacts into account, the anticipated completion date for this task is July 2020.

County LDR Cleanup

Progress	75%		
Timeframe	July 2018 – July 2020		
Task Lead	Long-Range Planning		
Resources	***FY 19***	***FY20***	***Total***

Long-Range Planning	*10 hrs.*	*90 hrs.*	*100 hrs.*
County Planning Director	*0 hrs.*	*10 hrs.*	*10 hrs.*
County Planning	*0 hrs.*	*20 hrs.*	*20 hrs.*
Town Planning Director	*10 hrs.*	*0 hrs.*	*10 hrs.*
Town Planning	*20 hrs.*	*0 hrs.*	*20 hrs.*

Task: Revisit LDR updates that have been made in the recent past to cleanup errors and address unintended consequences. Ensure the LDRs are kept current, unlike the period from 1994-2015 when they were largely unattended and became unmanageable. Major unintended consequences that merit more specific review will be addressed as separate tasks.

Comp Plan Strategies:

3.3.S.2: Evaluate and update base allowances to predictably allow development that is consistent with our Vision.

3.3.S.3: Evaluate and update incentives so that they are performance based, tied to measurable community benefits, limited, and more consistent with base allowances.

Status: The County Planning Department has initiated their cleanup with projected adoption in July 2020. Specific County clean-up items will include campground standards and levee standards.

County Cell Standards Update

Progress	50%		
Timeframe	July 2019 – July 2020		
Task Lead	Long-Range Planning		
Resources	***FY 19***	***FY 20***	***Total***
Consulting Services (County)	*$ 0*	*$ 7,250*	*$ 7,250*
Long-Range Planning	*30 hrs.*	*90 hrs.*	*100 hrs.*

Task: Update wireless cellular facility standards for Town and County rights-of way as well as County private land based on Federal Communications Commission changes, specifically to small wireless facilities.

Comp Plan Strategies:

3.2.S.6: Evaluate and update design regulations to encourage quality public space.

Status: Standards within Town and County rights-of-way have been adopted. County Staff worked with Cityscape Consultants to prepare a Scope of Work and cost estimate to write updated standards for wireless cell facilities on private land.

Town Hillside LDRs

Progress	75%				
Timeframe	July 2018 – July 2020				
Task Lead	Long-Range Planning				
Resources	***FY 17***	***FY18***	***FY 19***	***FY20***	***Total***

Consulting Services (Town)	*$ 0*	*$ 0*	*$ 0*	*$53,095*	*$53,095*
Long-Range Planning	*20 hrs.*	*40 hrs.*	*110 hrs.*	*100 hrs.*	*270 hrs.*
Town Planning Director	*0 hrs.*	*0 hrs.*	*20 hrs.*	*20 hrs.*	*40 hrs.*
Town Planning	*0 hrs.*	*0 hrs.*	*20 hrs.*	*20 hrs.*	*40 hrs.*

Task: Update Town hillside regulations to incorporate improved landside, rockfall, liquefaction, seismic, and avalanche hazard information and implement best practices for identifying, avoiding, and mitigating risks of development in hazardous areas.

Comp Plan Strategies:
3.4.S.1: Study and map avalanche and landslide areas.
3.4.S.3: Evaluate and update development regulations for naturally hazardous areas based on mapping.

Status: Originally identified in the FY16 Work Plan as a subtask of a greater set of miscellaneous amendments; begun in June 2017 but put on hold because of the prioritization of the Engage 2017 projects; taken up again following the conclusion of the Engage 2017 projects. The project is nearing completion with the consultant group drafting hillside development regulations and a hazard map for consideration.

Town Square Zoning and Historic Preservation LDRs

Progress	75%		
Timeframe	March 2019 – July 2020		
Task Lead	Town Planning		
Resources	***FY 19***	***FY 20***	***Total***
Consulting Services (Town)	*$0*	*$ 130,435.92*	*$ 130,435.92*
Consulting Services (County)	*$0*	*$ 8,399.08*	*$ 8,399.08*
Town Planning	*50 hrs.*	*450 hrs.*	*500 hrs.*
Long-Range Planning	*10 hrs.*	*40 hrs.*	*50 hrs.*
Town Planning Director	*50 hrs.*	*450 hrs.*	*500 hrs.*
Town CD Director	*50 hrs.*	*150 hrs.*	*200 hrs.*

Task: Update the zoning in the Town Square Character District to implement the desired future character of the Comprehensive Plan. Town Square zoning may include specific design requirements not included in other zones. Because of the number of historic structures in this area, creation of allowances and incentives for the preservation of historically significant structures will be a part of this project. The historic preservation standards created may then be applied elsewhere in the Town and County. As a result, while the Town will take the lead on the project the County will contribute staff and fiscal resources.

Comp Plan Strategies:

4.1.S.1: Evaluate and update base zoning requirements and performance tools consistent with principles, polices and Character Districts.

4.2.S.1: Complete a neighborhood plan for the Town Square Character District. The plan should include design standards and use descriptions.

4.2.S.4: Update land development regulations for mixed use subareas to encourage ground floor vitality and flexible upper floor mixed use.

4.4.S.3: Evaluate and update design regulations to encourage quality public spaces.

4.5.S.1: Define criteria to identify historic buildings and sites.

Status: The project is nearing completion with the consultant group drafting development regulations for consideration and approval.

Joint ITP Technical Update

Progress	80%		
Timeframe	Jul. 2019 – July 2020		
Task Lead	Transportation Advisory Committee (TAC)		
Resources	***FY 19***	***FY 20***	***Total***
Consulting Services (joint)		*$ 59,265*	*$ 59,265*
Town CD Director	*20 hrs.*	*60 hrs.*	*80 hrs.*
County Planning Director	*20 hrs.*	*20 hrs.*	*40 hrs.*
Public Works	*20 hrs.*	*60 hrs.*	*80 hrs.*

Task: Perform the 2019 technical update called for in the Integrated Transportation Plan (ITP) to incorporate better data and recalibrate the baseline indicators, forecasts and other data components of the ITP, including recalibrating the model used to estimate countywide Vehicle Miles of Travel (VMT) and Person Miles of Travel (PMT). With discontinuing the search for a transportation planner, consultant staff will lead this project.

ITP Action Items: Chapter 6, Regional Transportation Planning Organization (RTPO), Prepare a technical update (data only) of the ITP

Status: Staff is working with Charlier Associates to complete this project by the end of this fiscal year.

FY21 Recommended Tasks

Joint Standardized Indicator Data Collection

Progress	70%			
Timeframe	Aug. 2012 – Dec. 2020			
Task Lead	Long-Range Planning, Town Planning			
Resources	***FY19***	***FY20***	***FY21***	***Total***
Consulting Services (County)	*$ 0*	*$18,500*	*$0*	*$ 18,500*
Consulting Services (Town)	*$ 0*	*$34,000*	*$46,000*	*$80,000*
Long-Range Planning	*55 hrs.*	*145 hrs.*	*40 hrs.*	*240 hrs.*
County Planning Director	*10 hrs.*	*10 hrs.*	*0 hrs.*	*20 hrs.*
County Planning	*40 hrs.*	*40 hrs.*	*0 hrs.*	*80 hrs.*
Town Planning Director	*10 hrs.*	*80 hrs.*	*40 hrs.*	*130 hrs.*
Town Planning	*40 hrs.*	*0 hrs.*	*40 hrs.*	*80 hrs.*

Task: With methodologies established for calculation of annual indicators, coordinate the data collection system that will allow annual production of indicator reports to be more efficient. Update Town and County tracking databases to facilitate data collection and organize application processing based on amendments to the administrative LDRs.

Comp Plan Strategies:
Policy 9.2.a: Monitor indicators annually

Status: This task was identified in the original FY13 Work Plan. Efforts to establish and document indicator methodology have been completed. The GMP/Comp Plan Update allows for indicators to be refined and amended. Consulting services for the 2020 Annual Indicator Report allowed for current methodologies to be analyzed and standardized in preparation for the amended indicator report to be produced in 2021. Upgrades to the County's permit tracking software (CityView) are currently in the testing phase with a release date in the coming weeks. These updates will allow planners to digitally review applications by entering review data directly into a database that can be queried and eliminating the need for extensive data cleaning and processing. The Town is switching from the current permit tracking software (Trackit) and implementing similar standardization measures as the County.

Revisit Workforce Housing Mitigation LDRs

Progress	0%	
Timeframe	Jul. 2020 – Dec. 2020	
Task Lead	Long-Range Planning	
Resources	***FY 21***	***Total***
Long-Range Planning	*100 hrs.*	*100 hrs.*
Town Planning Director	*60 hrs.*	*60 hrs.*
Town CD Director	*60 hrs.*	*60 hrs.*
County Planning Director	*30 hrs.*	*30 hrs.*
Housing Department	*60 hrs.*	*60 hrs.*

Task: Town and County will work jointly to revisit the current structure and rates for workforce housing mitigation required by the LDRs. Without the benefit of an updated nexus study, work will focus on either adjusting or reaffirming the percentage of employees generated by new development or use for which housing mitigation is required.

Comp Plan Strategies:
5.3.5.2: Update current mitigation requirements as necessary.

Status: This Task has not yet begun.

Town LDR Cleanup

Progress	0%		
Timeframe	July 2020 - December 2020		
Task Lead	Town Planning Director		
Resources	***FY21***	***[delete column]***	***Total***
Long-Range Planning	*10 hrs.*		*10 hrs.*
County Planning Director	*5 hrs.*		*5 hrs.*
County Planning	*0 hrs.*		*0 hrs.*
Town Planning Director	*100 hrs.*		*100 hrs.*
Town Planning	*50 hrs.*		*50 hrs.*

Task: Revisit LDR updates that have been made in the recent past to cleanup errors and address unintended consequences. Ensure the LDRs are kept current, unlike the period from 1994-2015 when they were largely unattended and became unmanageable. Major unintended consequences that merit more specific review will be addressed as separate tasks.

Comp Plan Strategies:
3.3.S.2: Evaluate and update base allowances to predictably allow development that is consistent with our Vision.
3.3.S.3: Evaluate and update incentives so that they are performance based, tied to measurable community benefits, limited, and more consistent with base allowances.

Status: The Town of Jackson Planning Department has completed one LDR cleanup in January 2019. A second, and more comprehensive, cleanup is needed to keep the Town LDRs updated.

County Aspens Zoning Update: Subarea 12.2

Progress	0%	
Timeframe	July 2020-December 2020	
Task Lead	Long-Range Planning	
Resources	***FY21***	***Total***
Consulting Services (County)	*$10,000*	*$ 10,000*
Long-Range Planning	*500 hrs.*	*500 hrs.*

County Planning Director	*80 hrs.*	*80 hrs.*
County Planning	*80 hrs.*	*80 hrs.*

Task: Update the zoning in the Aspens Character District to implement the desired future character for the area as described in the Comprehensive Plan. Use applicable Town zoning as a starting point to create new County zones that preserve and enhance the character of the Subarea. Rezoning District 12 Aspens/Pines will be split into two separate tasks: 12.2 390 Residential Subarea, then the PUD updates to the Aspens and Teton Pines Master Plans.

Comp Plan Strategies:
3.2.S.1: Update zoning and land development regulations within Complete Neighborhoods to achieve the desired character for Complete Neighborhoods as established in Character Districts
3.2.S.2: Identify locations for locally-oriented and visitor-oriented nonresidential uses within Complete Neighborhoods based on the Character Districts.
3.2.S.3: Update land development regulations for nonresidential areas within Complete Neighborhoods to encourage ground floor vitality and flexible mixed use
3.2.S.5: Evaluate and update regulations in Complete Neighborhoods to allow and promote the appropriate variety of housing types identified through the Character Districts.
3.2.S.6: Evaluate and update design regulations to encourage quality public space.

Status: This Task is predicated on completion of the GMP first in case any changes to the Aspens/Pines Character District are made. Staff and County officials have discussed phasing this task into a rezone of the eastern side of Moose-Wilson Road and updating the Master Plans on the western side of Moose-Wilson Road (i.e. separating out Aspens and Teton Pines as specially recognized areas). This task represents phase one of the District rezone.

Town Sign Standards Update

Progress	0%	
Timeframe	July 2020 – December 2020	
Task Lead	Town Planning	
Resources	***FY 21***	***Total***
Consulting Services (Town)	*$ 0*	*$ 0*
Long-Range Planning	*20 hrs.*	*20 hrs.*
Town Planning	*20 hrs.*	*20 hrs.*
Town Planning Director	*100 hrs.*	*100 hrs.*

Task: Update Town sign standards specific to design, materials and permitting procedures.

Comp Plan Strategies:
3.2.S.6: Evaluate and update design regulations to encourage quality public space.

Status: This task has not yet been started but will begin when Town Square zoning & Historic Preservation LDRs have been completed.

Town & County Neighborhood Plans

Progress	0%	
Timeframe	July 2020-June 2021	
Task Lead	Long-Range Planning	
Resources	***FY21***	***Total***
Consulting Services (joint)	*$500,000*	*$500,000*
Long-Range Planning	*960 hrs.*	*960 hrs.*
County Planning Director	*100 hrs.*	*100 hrs.*
Town Planning Director	*100 hrs.*	*100 hrs.*
Town Dev. Director	*200 hrs.*	*200 hrs.*
County Planning	*40 hrs.*	*40 hrs.*
Town Planning	*40 hrs.*	*40 hrs.*

Task: Prepare conceptual neighborhood plans for Northern South Park, the Fairgrounds site, and Midtown and other applicable Transitional areas of Town to best allocate the community's remaining residential density within the overall cap in a manner that optimizes balanced Comprehensive Plan goals and informs future zoning decisions and development patterns. Although this task is identified as joint under the organizing principle of community-wide allocation of density, plans for each area can be led by either Town or County staff. Although a formal Request for Proposals and bidding process has not yet been undertaken, neighborhood planning could begin in fiscal year 2021 and could take a year to 18 months to complete, depending on the detail of the plan and the level of community involvement. From a land use perspective, it is important for neighborhood plans in our community to address:

- Density and land use
- Affordability – Housing – Job Generation
- Project Goals and Objectives
- Market Analysis and Projected Population
- Fiscal Impacts
- Site design and general bulk and scale characteristics
- Multi-modal transportation connectivity and traffic impacts
- Community amenities and services (parks, schools, playgrounds, open space, etc.)
- Infrastructure (drinking water, sewer, drainage, electricity, etc.)
- Environmental impacts
- Implementation of Comprehensive Plan values
- Community and stakeholder engagement and participation

Comp Plan Strategies:

2012 Comp Plan:

3.1.S.4: Explore growth boundaries and associated expansion regulations and criteria for Complete Neighborhoods in the Town and County

3.2.S.2: Identify locations for locally-oriented and visitor-oriented nonresidential uses within Complete Neighborhoods based on the Character Districts.

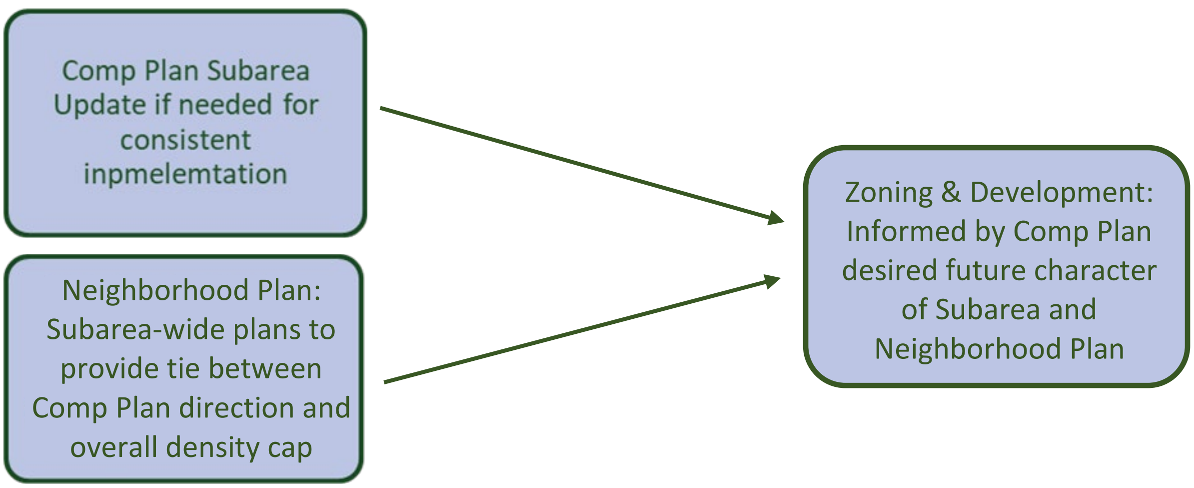
3.2.S.5: Evaluate and update regulations in Complete Neighborhoods to allow and promote the appropriate variety of housing types identified through the Character Districts.

3.2.S.8: Explore opportunities to enhance the ecological value, recreational value, and mobility opportunities associated with natural features within Complete Neighborhoods.
3.3.S.4: Develop neighborhood plans for specific areas within Character Districts as necessary.
4.2.S.3: Initiate neighborhood plans for specific mixed-use subareas.
4.3.S.1: Initiate neighborhood plans for Transitional Subareas.

As proposed in 2020 Comp Plan Update:
3.3.S.5: Begin the concurrent neighborhood planning (see Policy 3.3.c) of Northern South Park and the current Fairgrounds. The master planning should include:

- An analysis of the appropriate amount of development (if any) at each location, given the impact such development will have on existing infill opportunities elsewhere in Town because of the overall cap on additional residential units (see Policy 3.1.a);
- Discussion of the future location of the Teton County Fair; and
- A resulting plan with enough detail to demonstrate and define how future development will optimize all 8 Chapter goals.

Status: Plans will inform design and implementation of zoning consistent with the community's vision.



At the February 2020 GMP Review and Comp Plan Update joint meeting, Town and County Officials requested that this neighborhood planning task be represented on the FY21 Long-Range Planning Work Plan for discussion of prioritization. Based on recent direction regarding budgetary constraints in light of expected COVID-19 impacts, the projected consulting fees associated with this task (listed above) may exceed allocation allowance. Options for this task include reconsideration of scope and consultant services or postponement to a future Work Plan.

Town Flat Creek Corridor

Progress	5%		
Timeframe	July 2020 – June 2021		
Task Lead	Town Planning		
Resources	***FY 20***	***FY 21***	***Total***
Long-Range Planning	*0 hrs.*	*80 hrs.*	*80 hrs.*
Town Planning Director	*0 hrs.*	*150 hrs.*	*150 hrs.*

Town Planning	*0 hrs.*	*80 hrs.*	*80 hrs.*
Town CD Director	*0 hrs.*	*40 hrs.*	*40 hrs.*

Task: Develop a Flat Creek Corridor Overlay to address the ecological, recreational, and aesthetic values of the corridor while respecting property rights and public access.

Comp Plan Strategies:

4.4.S.5. Develop a Flat Creek Corridor Overlay to address the ecological, recreational, and aesthetic values of the corridor, while respecting the existing uses and/or property rights along the corridor.

Status: This task is scheduled to begin upon completion of the GMP/Comp Plan Update and the Town Hillside LDRs and will likely require significant public outreach in its initial phase.

County Hog Island Zoning

Progress	0%		
Timeframe	January 2021-June 2021		
Task Lead	Long-Range Planning		
Resources	***FY 20***	***FY21***	***Total***
Consulting Services (County)	*$0*	*$10,000*	*$10,000*
Long-Range Planning	*0 hrs.*	*300 hrs.*	*300 hrs.*
County Planning Director	*0 hrs.*	*50 hrs.*	*50 hrs.*
County Planning	*0 hrs.*	*50 hrs.*	*50 hrs.*

Task: Update the zoning for the Hog Island Home Business area (Subarea 7.2).

Comp Plan Strategies:

3.2.S.1: Evaluate and update land development regulations in Rural Areas to better protect wildlife habitat, habitat connections, scenic vistas and rural character.

3.2.S.2: Identify locations for locally-oriented and visitor-oriented nonresidential uses within Complete Neighborhoods based on the Character Districts.

3.2.S.3: Update land development regulations for nonresidential areas within Complete Neighborhoods to encourage ground floor vitality and flexible mixed use

3.2.S.5: Evaluate and update regulations in Complete Neighborhoods to allow and promote the appropriate variety of housing types identified through the Character Districts.

6.2.S.3: Maintain locations for light industry, and evaluate and update regulations relating to live-work light industry opportunities.

6.3.S.2: Evaluate and update land use regulations to foster a positive atmosphere and attract appropriate types of business to the community. Promote the types of uses that provide middle income jobs and promote entrepreneurship.

Status: This Task is predicated on completion of the GMP first in case any changes to the character district are made. This task will begin immediately after Aspens rezone has been completed.

Town Streetscapes/Right of Way

Progress	5%			
Timeframe	July 2020-June 2021			
Task Lead	Pathways			
Resources	***FY 19***	***FY20***	***FY21***	***Total***
Pathways			*40 hrs.*	*40 hrs.*
Long-Range Planning			*20 hrs.*	*20 hrs.*
Town CD Director			*140 hrs.*	*140 hrs.*
Town Planning Director			*40 hrs.*	*40 hrs.*

Task: Town updates for bike parking LDRs and utility/construction standard details, details for driveway crossings on attached and detached sidewalks details, and curb ramps. This would need a moderate amount of consultant time but probably would not require any public outreach. ***Comp Plan Strategies:***

7.2.S.1: Develop a Countywide Integrated Transportation Plan

7.3.S.2: Consider specific provisions for current planning review to require alternative transportation components in new development.

Status: These are seen as minor amendments that can be achieved with current staff in Pathways, Community Development and Engineering as time allows.

County WY22 Capital Project Group 1 Charter/Concept Design

Progress	35%
Timeframe	Mar. 2018 – Jan. 2024
Task Lead	Transportation Advisory Committee (TAC)

Resources	***FY 19***	***FY20***	***FY21***	***Total***
County Pro. Services	*$ 30,000*	*$300,000*	*$1,000,000*	*$1,330,000*
Transport Planning			*0*	
Long-Range Planning	*40 hrs.*	*30 hrs.*	*20 hrs.*	*70 hrs.*
County Planning Director	*40 hrs.*	*60 hrs.*	*40 hrs.*	*100 hrs.*
Town CD Director	*20 hrs.*	*30 hrs.*	*40 hrs.*	*50 hrs.*
County Engineering	*160 hrs.*	*800 hrs.*	*800 hrs.*	*1760 hrs.*

Task: Concurrently plan for and design the following five projects to account for the impacts and overlapping design details within the groups and that part of the regional network.

ITP Action Items: Chapter 5- Major Capital Projects: Coordinate with WYDOT to initiate concept planning and design of the southern section of Capital Group 2.

Status: This task is comprised of the following five projects:

- Reconstruction of the Y Intersection. ***Status:*** Complete.
- Tribal Trails Connector, New Roadway. ***Status:*** 20% Complete—initial design phase.
- WY22 Multilane, Multimodal Improvements, BRT/HOV, Jackson to WY390. ***Status:*** Initiated and ongoing. WYDoT is project lead.
- WY22 Pathway, Wilson to Jackson. ***Status:*** Continuing planning and design to prepare construction documents for Segment 2 (Raptor Center to Hardeman) and Segment 3 (Hardeman to Stilson Connection). This project is being included in the 2020 Teton County BUILD grant application. Expect planning for this project to be complete in 2020-2021 (full construction documents, easement acquisition, and permitting). Construction timeline is now uncertain—it will be delayed due to the decline in the economy and the BUILD grant application, so no construction in 2020, and beyond that is not determined. If this funding is awarded, it will help define the construction timeline.
- WY22 Wildlife Permeability, Jackson to WY390. ***Status:*** 10% Complete. Wildlife Crossings Master Plan has been completed. Implementation is in initial stages. See Wildlife Crossings Master Plan Implementation for more details.

Joint Local East-West Connection Capital Project Group 4 Charter/Concept Design

Progress	20%		
Timeframe	Jul. 2019 – Jan. 2024		
Task Lead	Transportation Planning		
Resources	***FY 20***	***FY21***	***Total***
County Pro. Services	*$ 20,000*		*$ 20,000*
ToJ Pro. Services	*$ 10,000*		*$ 10,000*
Transport Planning			
Long-Range Planning	*30 hrs.*		*30 hrs.*
County Planning Director	*40 hrs.*		*40 hrs.*
Town CD Director	*20 hrs.*		*20 hrs.*
County Engineering	*300 hrs.*		*300 hrs.*

Task: These projects will be planned and designed to serve travel to, from and within Jackson Hole and to improve connectivity between local neighborhoods. Design measures will be applied to discourage use of these connections by the pass-through and regional bypass traffic that should remain on the state highway system.

ITP Action Items: Chapter 5- Major Capital Projects: Initiate concept planning and design for the Tribal Trails Connector and South Park Loop Road intersection.

Status: Tribal Trails design phase is underway. Modeling completed by Cambridge Systematics; additional modeling work may be completed as part of Neighborhood Plan for Northern South Park.

Wildlife Crossings Master Plan Implementation

Progress	15%		
Timeframe	Jan. 2019 – Jan. 2025		
Task Lead	Transportation Planning		
Resources	***FY 20***	***FY21***	***Total***
County Pro. Services	*$50,000*	*$650,000 (SPET)*	*$700,000*
ToJ Pro. Services	*TBD*		*TBD*
Transport Planning	*Ongoing*		*Ongoing*
County Planning Director	*Ongoing*		*Ongoing*
Town Planning Director	*Ongoing*		*Ongoing*
County Engineering	*Ongoing*		*Ongoing*

Task: Developing safe wildlife crossings benefits wildlife and human safety and welfare. The Wildlife Crossings Master Plan was completed in May 2018. Implementing its recommendations will be an ongoing project over the next 5-10 years.

ITP Action Items: Chapter 5- Major Capital Projects: Wildlife Protection

Status: Wildlife Crossings Master Plan has been completed. Implementation is in initial stages with SPET funding approved. County Public Works is continuing work on the crossings at the 22-390 intersection and beginning work on the Bar Y crossing, all in cooperation with WYDoT.

FY 22 and Beyond Unscheduled Tasks

The following tasks have been included in previous Work Plans but have not been prioritized for Fiscal Year 21.

Town Stormwater Quality LDRs			
Progress	5%		
Timeframe	December 2021-June 2022		
Task Lead	Long-Range Planning		
Resources	***FY 20***	***FY 21***	***Total***
Long-Range Planning	*0 hrs.*	*10 hrs.*	*10 hrs.*
Town Public Works	*0 hrs.*	*20 hrs.*	*20 hrs.*
Town Planning	*0 hrs.*	*20 hrs.*	*20 hrs.*
Town Planning Director		*20 hrs.*	*20 hrs.*

Task: Maintain water quality essential to both the ecosystem and human health. The Town and the County will strive to exceed state and federal standards for water quality.

Comp Plan Strategies:
1.2.S.1: Evaluate and update natural resource protection standards for waterbodies, wetlands and riparian areas.
1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

Status: This task may be addressed by each jurisdiction separately, or it may be addressed through each jurisdiction's natural resource standards update.

ITP Transportation Demand Management Plan	
Progress	0%
Timeframe	To be determined prior to FY22
Task Lead	Transportation Advisory Committee (TAC)
Resources	
Consulting Services (joint)	
Transport. Planning	
Long-Range Planning	
Town CD Director	
START	

Task: Complete the 2016 Parking Study Charter by studying regional park 'n ride needs. Develop and implement a Transportation Demand Management program to help achieve the community goal meeting future transportation demand with alternative modes. TDM strategies will complement START operations and will manage performance monitoring and reporting system.

ITP Action Items: Chapter 4, Transportation Demand Management: Establish a TDM Program

Status: The managed parking programs completed by Town for residential and downtown areas are seen as the first phase of the TDM program. The next phase will develop TDM strategies tailored to commuters, new development, residents and visitors. With no Transportation Planner on staff, the TAC does not recommend moving forward with this project even if the majority of work will be via consulting services.

Joint Housing Study Nexus Update

Progress	10%
Timeframe	To be determined prior to FY22
Task Lead	Housing Department
Resources	
Consulting Services (housing)	
Housing Department	
Long-Range Planning	
County Planning Director	
Town Planning Director	
Town Dev Director	.

Task: Update the Housing Nexus Study to inform mitigation requirements.

Comp Plan Strategies:
Policy 5.3.a: Mitigate the impacts of growth on housing

Status: A Request for Proposals from interested consultants has been completed with three consulting groups responding. This task has been put on hold in consideration of anticipated budget constraints.

County Aspens Zoning Update: Subarea 12.1 & 12.3

Progress	0%
Timeframe	To be determined prior to FY22
Task Lead	Long-Range Planning
Resources	
Consulting Services (County)	
Long-Range Planning	
County Planning Director	
County Planning	

Task: Update the zoning in the Aspens Character District to implement the desired future character for the area as described in the Comprehensive Plan. Use applicable Town zoning as a starting point to create new County zones that preserve and enhance the character of the Subarea. Rezoning District 12 Aspens/Pines will be split into two separate tasks: 12.2 390 Residential Subarea, then the PUD updates to the Aspens and Teton Pines Master Plans.

Comp Plan Strategies:

3.2.S.1: Update zoning and land development regulations within Complete Neighborhoods to achieve the desired character for Complete Neighborhoods as established in Character Districts

3.2.S.2: Identify locations for locally-oriented and visitor-oriented nonresidential uses within Complete Neighborhoods based on the Character Districts.

3.2.S.3: Update land development regulations for nonresidential areas within Complete Neighborhoods to encourage ground floor vitality and flexible mixed use

3.2.S.5: Evaluate and update regulations in Complete Neighborhoods to allow and promote the appropriate variety of housing types identified through the Character Districts.

3.2.S.6: Evaluate and update design regulations to encourage quality public space.

Status: This Task is predicated on completion of the GMP first in case any changes to the Aspens/Pines Character District are made. Staff and County officials have discussed phasing this task into a rezone of the eastern side of Moose-Wilson Road and updating the Master Plans on the western side of Moose-Wilson Road (i.e. separating out Aspens and Teton Pines as specially recognized areas). This task represents phase two of the District rezone.

County Natural Resource LDRs

Progress	80%					
Timeframe	To be determined prior to FY22					
Task Lead	County Planning					
Resources	***FY 17***	***FY 18***	***FY 19***	***FY 20***	***FY21***	***Total***
Consulting Services (Town)	*$ 3,000*	*$7,000*	*$0*	*$0*	*$0*	*$ 10,000*
Consulting Services (County)	*$ 22,000*	*$ 43,000*	*$0*	*$0*	*$0*	*$ 65,000*
Long-Range Planning	*100 hrs.*	*200 hrs.*	*200 hrs.*	*0 hrs.*	*0 hrs.*	*500 hrs.*
Planning Director	*20 hrs.*	*80 hrs.*	*80 hrs.*	*0 hrs.*	*0 hrs.*	*180 hrs.*
County Planning	*100 hrs.*	*400 hrs.*	*400 hrs.*	*0 hrs.*	*0 hrs.*	*900 hrs.*

Task: Utilize the vegetation mapping (completed in 2013) and focal habitat study (completed in 2017) to update the Natural Resources Overlay (NRO) and other natural resource protection standards. Habitat protection will be updated to be a tiered system that is based on relative critical value. Standards and review requirements applicable in various areas will relate to the relative habitat value of the area to contribute to the short and long-term protection of the health of the habitat network. The County will take the lead on this effort as it has broader applicability in the County. The Town will ultimately adopt those portions relevant in Town but may do so through a later, separate process once the County has refined the standards through its adoption process.

Comp Plan Strategies:

1.1.S.3: Establish a monitoring system for assessing the impacts of growth and development on wildlife and natural resources. Implement actions in response to what is learned to provide better habitat and movement corridor protection.

1.1.S.4: Evaluate and amend wildlife protection standards for development density, intensity, location, clustering, permeability and wildlife-human conflict.

1.1.S.5: Evaluate mitigation standards for impacts to critical habitat and habitat connections and update as needed.

1.1.S.6: Identify areas for appropriate ecological restoration efforts.

1.1.S.7: Identify areas appropriate for underpasses, overpasses, speed reductions, or other wildlife protection measures in heavy volume wildlife-crossing areas.

1.2.S.1: Evaluate and update natural resource protection standards for waterbodies, wetlands and riparian areas.

1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

Status: A draft of the Natural Resource Protection amendments was presented for public review on September 28, 2018. The draft amendments were the product of a significant amount of work completed by the Natural Resources Stakeholder Group and five months of public outreach. Additionally, the Focal Species Habitat Map model was completed in 2017. This task has been placed on hold until the BCC provides further direction.

Town Natural Resource LDRs			
Progress	0%		
Timeframe	To be determined prior to FY22		
Task Lead	Long-Range Planning		
Resources	***FY 20***	***FY 21***	***Total***
Long-Range Planning	*0 hrs.*	*0 hrs.*	*0 hrs.*
Town Planning Director	*0 hrs.*	*0 hrs.*	*0 hrs.*
Town Planning	*0 hrs.*	*0 hrs.*	*0 hrs.*

Task: Update Town natural resource protection LDRs based on the update to the County natural resource protections update. Utilize a series of small projects, such as stormwater quality regulations, Flat Creek protections, etc. to update the Town's natural resource protections.

Comp Plan Strategies:

1.1.S.3: Establish a monitoring system for assessing the impacts of growth and development on wildlife and natural resources. Implement actions in response to what is learned to provide better habitat and movement corridor protection.
1.1.S.4: Evaluate and amend wildlife protection standards for development density, intensity, location, clustering, permeability and wildlife-human conflict.
1.1.S.5: Evaluate mitigation standards for impacts to critical habitat and habitat connections and update as needed.
1.1.S.6: Identify areas for appropriate ecological restoration efforts.
1.2.S.1: Evaluate and update natural resource protection standards for waterbodies, wetlands and riparian areas.
1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.
4.4.S.5: Develop a Flat Creek Corridor Overlay to addresses the ecological, recreational, and aesthetic values of the corridor, while respecting the existing uses and/or property rights along the corridor.

Status: This task will begin when the County Natural Resource Regulations have been completed. It may alternatively be addressed through corridor plans and water resource protections.

Joint Business Park Zoning

Progress	0%		
Timeframe	To be determined prior to FY22		
Task Lead	Long-Range Planning		
Resources	***FY 20***	***FY21***	***Total***
County Pro. Services	*$0*	*$0*	*$0*
Long-Range Planning	*0 hrs.*	*0 hrs.*	*0 hrs.*
County Planning Director	*0 hrs.*	*0 hrs.*	*0 hrs.*
County Planning	*0 hrs.*	*0 hrs.*	*0 hrs.*

Task: Update zoning allowing light industrial uses. This area specifically includes South Park Business Park (Subarea 7.1).

Comp Plan Strategies:

3.2.S.1: Update zoning and land development regulations within Complete Neighborhoods to achieve the desired character for Complete Neighborhoods as established in Character Districts

3.2.S.2: Identify locations for locally-oriented and visitor-oriented nonresidential uses within Complete Neighborhoods based on the Character Districts.

3.2.S.3: Update land development regulations for nonresidential areas within Complete Neighborhoods to encourage ground floor vitality and flexible mixed use.

3.2.S.5: Evaluate and update regulations in Complete Neighborhoods to allow and promote the appropriate variety of housing types identified through the Character Districts.

3.2.S.6: Evaluate and update design regulations to encourage quality public space.

6.2.S.3: Maintain locations for light industry, and evaluate and update regulations relating to live-work light industry opportunities.

6.3.S.2: Evaluate and update land use regulations to foster a positive atmosphere and attract appropriate types of business to the community. Promote the types of uses that provide middle income jobs and promote entrepreneurship.

Status: This Task will begin after the GMP, Aspens and Hog Island zoning updates are completed.

County Road/Utility LDRs

Progress	10%			
Timeframe	To be determined prior to FY22			
Task Lead	Transportation Planning			
Resources				
Pathways				
Long-Range Planning				
County Planning Director				
County Engineering				

Task: Utilizing the Town Community Streets Plan for guidance, the County will work with road, pathway, and utility designers to update the County road, utility, and easement standards. Updating the County road standards and LDRs would require more time and probably some public outreach and coordinated planning and would probably cost accordingly more.

Comp Plan Strategies:

7.2.S.1: Develop a Countywide Integrated Transportation Plan

7.2.S.5: Discuss with neighboring jurisdictions and State and Federal officials the costs and benefits of funding sources and planning options, such as a Regional Transportation Authority.

7.3.S.2: Consider specific provisions for current planning review to require alternative transportation components in new development.

Status: This Task was identified as a priority task by the Transportation Advisory Committee upon the hiring of a Transportation Coordinator. Work will begin when the Joint Transportation Planner position is filled or when contracted with a consultant.

ITP Implementation Lead			
Progress	5%		
Timeframe	TBD prior to FY22		
Task Lead	Transportation Advisory Committee (TAC)		
Resources	***FY 21***	***FY 22***	***Total***
Consulting Services (joint)			
Town CD Director			
County Planning Director			
Public Works			

Task: Issue an RFP for consulting services to complete the following initial ITP implementation steps:

- coordinate Town, County, WYDOT work on WY-22 planning & design
- develop a charter for stage 2 and 3 RTPO
- provide coordination & support to START, pathways & TDM programs
- take charge of performance monitoring and reporting

ITP Action Items: Chapter 6, Regional Transportation Planning Organization (RTPO), Prepare a technical update (data only) of the ITP

Status: This item has been recommended for approval as part of the ITP Technical Update scheduled to be completed in June 2020. This project is the #1 priority of the TAC should there be any funding available in FY21. This project may be able to be scaled back with a more limited scope depending on funding availability.

Ongoing Tasks

The following tasks are projects completed annually or on an ongoing basis. Resource allocation to these tasks may be seasonal, as in the case of Indicator Report preparation, or unplanned, as in the case of LDR or Zoning Map Amendment applications made by the public.

Joint Annual Indicator Report	
Progress	Annual
Timeframe	Dec.--Mar. Annually
Task Lead	Long Range Planning
Resources	***FY 21***
Long-Range Planning	*200 hrs.*
County Planning Director	*10 hrs.*
Town CD Director	*20 hrs.*
Town Planning Director	*10 hrs.*

Task: Compile and publish annual indicator data. Analyze indicator data and execution of the past year's Implementation Work Plan to inform an Implementation Work Plan for the following year. Constantly monitor community trends and understand how to best achieve the vision of the Comprehensive Plan. Additional hours may be necessary for next year's Indicator Report since the GMP/Comp Plan Update and Data Standardization are underway and will require adjustments to the Indicator Report.

Comp Plan Strategies:
Policy 9.2.a: Monitor indicators annually

Status: This task occurs annually and is a part of every year's work plan.

Joint Annual Work Plan	
Progress	Annual
Timeframe	Dec. – Mar. Annually
Task Lead	Long Range Planning
Resources	***FY 21***
Long-Range Planning	*60 hrs.*
County Planning Director	*20 hrs.*
Town CD Director	*20 hrs.*
Town Planning Director	*10 hrs.*

Task: Analyze indicator data and execution of the past year's Implementation Work Plan to establish an Implementation Work Plan for the upcoming year.

Comp Plan Strategies:
Policy 9.2.b: Establish an implementation work plan annually

Status: This task occurs annually and is a part of every year's work plan.

Joint Annual Housing Supply Plan	
Progress	Annual

Timeframe	Dec. – Mar. Annually
Task Lead	Housing Department
Resources	***FY21***
Housing Department	*80 hrs.*
Long-Range Planning	*10 hrs.*

Task: Annually update the 5-Year Housing Supply Plan to inform the public about trends related to workforce housing and the steps being taken to address workforce housing supply and preservation.

HAP Strategies: Chapter 2: Update the 5-year Housing Supply Program annually

Status: This task occurs annually and is a part of every year's work plan.

LDR and Zoning Map Amendments

Progress	Ongoing
Timeframe	As Requested
Task Lead	Various
Resources	***FY 21***
Long-Range Planning	*400 hrs.*
County Planning Director	*80 hrs.*
Town Planning Director	*40 hrs.*
Town CD Director	*40 hrs.*

Task: Acknowledge the time and resources required for the various LDR and zoning map amendments that are proposed by the public or other departments that are not otherwise a part of this work plan. In recent years, LDR amendments and rezones have required significant staff, public, and elected official resources. For this task, it should be noted that the time estimates provided in the chart represent the typical amount of time available to spend on these projects, but that the resources required are variable depending on the number and complexity of applications made by the public or requested by other departments and elected officials. Projects under this task may be recategorized as separate projects in this work plan if they represent a greater priority.

Comp Plan Strategies: variable depending on the amendment proposed by the public, other department, or elected officials.

Status: This is an ongoing task that is a part of every year's work plan.

LDR and Comp Plan Education and Outreach

Progress	Ongoing
Timeframe	Ongoing
Task Lead	Long-Range Planning
Resources	***FY 21***
Long-Range Planning	*40 hrs.*
County Planning Director	*20 hrs.*
County Planning	*20 hrs.*

Town Planning Director	*20 hrs.*
Town CD Director	*40 hrs.*
Town Planning	*20 hrs.*

Task: Ensure the public is engaged in the implementation of the Comp Plan. Coordinate the public engagement requirements of the tasks in this Work Plan. Communicate the community vision, where it came from, and how it is being achieved. This task includes regularly updating the Long-Range Planning website, emailing subscribers to planning updates, coordinating with other departments and local or regional agencies, and providing funding and staffing to public workshops, charrettes and stakeholder meetings.

Comp Plan Strategies:

3.3.S.1: Consider a joint Town and County staff person to execute the Growth Management Program and otherwise implement the Comprehensive Plan.

Status: This is an ongoing task that evolves with different projects.

ITP Education and Outreach

Progress	Ongoing
Timeframe	Ongoing
Task Lead	Transportation Planning
Resources	***FY 21***
County Pro. Services	
ToJ Pro. Services	
Transport Planning	
Long-Range Planning	
County Planning Director	
Town Planning Director	

Task: Ensure the public is engaged in the implementation of the ITP. Coordinate the public engagement requirements of the tasks in this Work Plan. Communicate the ITP goals, where they came from, and how they are being achieved.

Comp Plan Strategies:

3.3.S.1: Consider a joint Town and County staff person to execute the Growth Management Program and otherwise implement the Comprehensive Plan.

Status: This is an ongoing task that evolves with different projects. No specific time or funding has been requested for FY21 due to budget constraints and lack of transportation staff.

Housing Education and Outreach

Progress	Ongoing
Timeframe	Ongoing
Task Lead	Housing Department
Resources	***FY21***
Housing Department	*272 hrs.*

Task: Provide the public with a comprehensive educational experience about the location and types of existing restricted housing stock, the process to purchase or rent a restricted home, data, and the reason the housing programs exist. Work includes public engagement, presentations, and events, homeowner spotlights, quarterly e-newsletters, monthly newspaper ads, and annual housing reports.

Comp Plan Strategies:
3.3.S.1: Consider a joint Town and County staff person to execute the Growth Management Program and otherwise implement the Comprehensive Plan.

HAP Strategies: 2F

Status: This is an ongoing task that evolves with different projects.

Data Requests

Progress	Ongoing
Timeframe	As needed
Task Lead	Long Range Planning
Resources	***FY 21***
Long-Range Planning	*100 hrs.*

Task: As government and non-government organizations plan for service delivery, Long Range Planning Staff can provide consistent data and projections on the population and demographics of the community, limiting consultant fees and standardizing level of service planning across the community.

Comp Plan Strategies:
Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels

Status: This Task is an annual task that is a part of every year's work plan.

Housing Data Collection and Maintenance

Progress	Ongoing
Timeframe	Ongoing
Task Lead	Housing Department
Resources	***FY21***
Housing Department	*276 hrs.*

Task: Streamline the application process to decrease human error and collect annual demographic and housing demand data. Full on-line applicant "status" e.g. what categories an applicant qualifies for, what paperwork still needs to be uploaded, what data needs to be completed or updated. Work includes development and maintenance of weighted drawing online tools, and data development/analysis,

HAP Strategies: 2C, 2F, 3C, 4B

Status: This work is continuous.

Other Comp Plan Coordination

Progress	Ongoing
Timeframe	Annually
Task Lead	Long Range Planning
Resources	***FY 21***

Long-Range Planning	*100 hrs.*
County Planning Director	*75 hrs*
Town Planning Director	*75 hrs.*

Task: In addition to the specific tasks described above, Long Range Planning will provide assistance to other departments and agencies to coordinate consistency with the Comp Plan.

Comp Plan Strategies: throughout

Status: This Task is an annual task that is a part of every year's work plan.

Housing Capital Programs

Progress	Ongoing
Timeframe	Ongoing
Task Lead	Housing Department
Resources	***FY21***
Housing Department	*825 hrs.*
Town Planning Director	*80 hrs.*
Town CD Director	*40 hrs.*

Task: Create assistance programs to catalyze private development of workforce housing.

HAP Strategies: 2C, 2D, 5B

Status: Developing programs with the Housing Supply Board. Ongoing work for FY21 include new Capital Partnership with Teton Habitat, new LIHTC Project, First/Last/Deposit Program, Restriction Fund, Funding for Housing, Land Acquisition & PPP Development.

Completed Work Plan Tasks

Below is a list of the implementation work completed or substantially completed since Comp Plan adoption in 2012 to date.

Comprehensive Plan Implementation		
Task	Date Complete	Comp Plan Strategies Implemented
Land Development Regulation Updates/Studies		
Housing Nexus Study	October 2013	5.3.S.1
Vegetation Mapping	December 2013	1.1.S.1
Joint LDR Restructure	December 2014	3.3.S.2, 3.3.S.3
County Rural LDRs Updates	December 2015	1.4.S.1, 1.4.S.2, 1.4.S.3, 3.1.S.1, 3.1.S.2, 3.3.S.2, 3.3.S.3
Town District 2 and LO Zoning	November 2016	4.1.S.1, 4.2.S.2, 4.2.S.4, 4.2.S.6, 4.4.S.3, 4.4.S.4
Focal Species Study	April 2017	1.1.S.2
Nonconformities LDRs Cleanup	May 2016	3.3.S.2, 3.3.S.3
County Nuisance LDRs	July 2016	3.1.S.1, 3.2.S.2
Town Adult Entertainment LDRs	March 2017	3.2.S.1
Exterior Lighting LDRs Update	September 2016	1.3.S.2
Town ARU Allowance	November 2016	5.2.S.2
Wildland Urban Interface LDRs	December 2016	3.4.S.2, 3.4.S.3
2016 LDR Cleanup	January 2017	3.3.S.2, 3.3.S.3
Housing Mitigation LDRs	July 2018	5.1.S.1, 5.2.S.2, 5.3.S.2, 5.4.S.3, 5.4.S.4
Town District 3-6 Zoning	July 2018	4.1.S.1, 4.1.S.2, 4.2.S.4, 4.3.S.1, 4.4.S.3, 5.2.S.1, 5.4.S.3, 5.4.S.4
County Natural Resource LDRs	75% complete	1.1.S.3, 1.1.S.4, 1.1.S.5, 1.1.S.6, 1.1.S.7, 1.2.S.1, 1.2.S.2
Joint Comprehensive Plan Review (GMP)	90% complete	Policy 9.1.a and 9.1.d
LDR Cleanup	75% complete	3.3.S.2, 3.3.S.3
Comprehensive Plan Administration		
2012 Work Plan	June 2012	Principle 9.2
2013 Indicator Report & Work Plan	May 2013	Principle 9.2
Standardize Data Collection	70% complete	Policy 9.2.a
2014 Indicator Report & Work Plan	May 2014	Principle 9.2
2015 Indicator Report & Work Plan	August 2015	Principle 9.2
2016 Indicator Report & Work Plan	April 2016	Principle 9.2
2017 Indicator Report & Work Plan	April 2017	Principle 9.2

Comprehensive Plan Implementation		
Task	Date Complete	Comp Plan Strategies Implemented
2018 Indicator Report & Work Plan	April 2018	Principle 9.2
2019 Indicator Report & Work Plan	April 2019	Principle 9.2
Joint Comprehensive Plan Review (GMP)	90% complete	Policy 9.1.a and 9.1.d
Joint Public Engagement	Continuous	3.3.S.1
Other Coordination	Continuous	
Integrated Transportation Plan (ITP) Implementation		
ITP	September 2015	7.1.S.1, 7.1.S.4, 7.1.S.6, 7.1.S.8, 7.1.S.9
Town Community Streets Plan	April 2015	7.2.S.1
Town District 3-6 Parking Study	December 2017	4.1.S.1, 4.1.S.2, 5.4.S.3, 7.3.S.1
Joint Regional Traffic Model	January 2019	7.2.S.6
Downtown Parking Study	July 2019	4.1.S.1, 4.1.S.2, 5.4.S.3, 7.3.S.1
ITP Update	75% complete	7.1.S.1, 7.1.S.4, 7.1.S.6, 7.1.S.8, 7.1.S.9
Housing Action Plan Implementation		
Housing Action Plan (HAP)	November 2015	5.4.S.1, 5.4.S.2
Housing Authority Restructure	December 2016	HAP: 1
2016 Housing Supply Plan	October 2016	HAP: 2
Housing Rules and Regulations	July 2018	HAP: 3B
2017 Housing Supply Plan	November 2017	HAP: 2
2018 Housing Stock Portfolio	75% complete	HAP: 2F
Online Intake Form	February 2018	HAP: 2F, 3C, 4B
2018 Housing Supply Plan	June 2018	HAP: 2
2019 Housing Supply Plan	April 2019	5.4.S.1
2020 Housing Supply Plan	January 2020	5.4.S.1

JOINT INFORMATION PROCEEDINGS - UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

APRIL 6, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction with the Teton County Commission in a regular joint information meeting (JIM) located in the Town Council Chambers located at 150 East Pearl Avenue at 3:08 P.M. Upon roll call the following were present:

TOWN COUNCIL: *In-person*: Mayor Pete Muldoon. *via Webex*: Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter

COUNTY COMMISSIONERS: *In-person* Chair Natalia Macker, Luther Propst, Mark Barron, and Mark Newcomb. *via Webex:* Greg Epstein.

STAFF: Larry Pardee, Tyler Sinclair, Lea Colasuonno, Paul Anthony, Todd Smith, Roger Schultz, Zolo, Alyssa Watkins, Keith Gingery, John Graham, April Norton, and Kristi Malone, Sandy Birdyshaw.

Public Comment. None.

Consent Calendar. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the consent calendar including Item A as presented with the following motion. On behalf of the County, a motion was made by Mark Newcomb and seconded by Luther Propst to approve the consent calendar including Item A as presented with the following motion. There was no public comment on the Consent Calendar.

A. **Meeting Minutes**. To approve the March 2, 12, and 16, 2020 special JIM meeting minutes as presented.

The vote showed all in favor and the motion carried for the Town. The vote showed all in favor and the motion carried for the County.

RFQ Award for Employee Generation by Land Use Study (Housing Nexus). Tyler Sinclair made staff comment. Discussion was held.

On behalf of the County, a motion was made by Luther Propst and seconded by Greg Epstein to reject all proposals and defer the award of the Housing Nexus Study to a date uncertain with understanding that we would move forward with the study after our economy and revenue returns in order to evaluate a long term housing mitigation program. Chair Macker called for the vote. The vote showed 4-1 in favor with Macker opposed. The motion carried for the County. The Town did not make a similar motion.

On behalf of the County, a motion was made by Luther Propst to direct staff to prepare a review of those options for a summer meeting of these Boards to consider revising the housing mitigation rates. This motion died for lack of a second.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue this to May 4th joint meeting with an updated staff report encompassing the discussion heard today. The vote showed all in favor and the motion carried for the Town

On behalf of the County, a motion was made by Mark Newcomb and seconded by Natalia Macker to continue this to May 4th joint meeting with an updated staff report encompassing the discussion heard today. Chair Macker called for the vote. The vote showed 2-2-0 in favor with Barron and Propst opposed and Epstein disconnected. The motion failed for the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson to continue this to the May 4th joint meeting. This motion died for lack of a second.

On behalf of the County, a motion was made by Mark Barron and seconded by Luther Propst to reject all bids at this time. The vote showed 2-2-0 in favor, with Macker and Newcomb opposed, and Epstein disconnected. Barron withdrew his motion before Epstein reconnected.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue this item to an appropriate time as determined by Mayor and Chair. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried for the Town.

On behalf of the County, a motion was made by Mark Newcomb and seconded by Mark Barron to continue this item to an appropriate time as determined by the Mayor and Chair. Chair Macker called for the vote. The vote showed all in favor and the motion carried for the County.

Comprehensive Plan Indicator Report. Tyler Sinclair and Kristi Malone made staff comment and presented the 2020 Indicator Report. No action was taken.

Adjourn. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to adjourn. The vote showed all in favor and the motion carried for the Town. On behalf of the County, a motion was made by Mark Newcomb and seconded by Mark Barron to adjourn. The vote showed all in favor and the motion carried for the County. The meeting adjourned at 5:02 p.m. minutes:spb

TOWN OF JACKSON

____
Pete Muldoon, Mayor

ATTEST:

____
Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: April 15, 2020

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

TETON COUNTY WYOMING
BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

SUBMITTING DEPARTMENT: Affordable Housing **PRESENTER**: Stacy Stoker, Housing Manager

MEETING DATE: May 4, 2020

SUBJECT: **Banked Unit Special Restriction Template**

STATEMENT/PURPOSE

Approval of standard special restriction templates for Banked Housing Units reflecting the updates to the Housing Standards in the Town of Jackson and Teton County Land Development Regulations (LDRs), and the updates to the Jackson/Teton County Housing Department Rules and Regulations (Housing Rules and Regulations).

BACKGROUND/ALTERNATIVES

On July 18, 2018 the Town Council ("Council") and Board of County Commissioners ("Board") updated the Housing Standards in the LDRs. One of the updates was Section 6.3.5.D.3, which allows developers to bank units to be used for future developments' housing mitigation requirements. The banked units are required to have a Special Restriction recorded prior to Certificate of Occupancy. The Special Restriction will be a Workforce Restriction until the unit is used for a mitigation requirement. When that happens, an Amended and Restated Special Restriction in accordance with the mitigation requirement will be recorded on the unit.

On July 23, 2019, in accordance with the Jackson/Teton County Housing Action Plan, the Council and Board approved standard Special Restriction Templates to be used on new housing units and units that are changing restrictions or selling. Staff along with Town and County Legal Departments have drafted changes to the Workforce Rental Restriction Template and the Workforce Ownership Restriction Template so they can be used for banked units.

Changes include the following:

- Second Whereas: Changed the language from "Owner was required to provide" to "Owner was approved to restrict units as Banked Units".
- Section 17 in Rental and Section 22 in Ownership: Section was added referencing the LDR that requires a recorded Amended and Restated Restriction in accordance with the mitigation requirement, the LDR that limits the time-period for use of Banked Units to 20 years, and the LDR requiring the Housing Mitigation Agreement identifying the use of the Banked Unit to be recorded against the property of the employee generating development.
- Title: Added "Banked Units" to Restriction Title.

No other changes were made to the templates.

COMPREHENSIVE PLAN ALIGNMENT

Aligns with Principal 5.1 – Maintain a diverse population by providing Workforce Housing, 5.2 – Strategically locate a variety of housing types, 5.3 – Reduce the shortage of housing that is affordable to the workforce, and 5.4 – Use a balanced set of tools to meet our housing goal.

STAKEHOLDER ANALYSIS

Stakeholders include the local community members and employers who are seeking to secure housing for themselves or their employees, developers who are building restricted housing, and tourists who seek amenities and other products or experiences that are provided by our workforce.

FISCAL IMPACT

N/A

STAFF IMPACT

Housing and Legal staff have spent time drafting the changes to the Banked Unit Special Restriction Templates. Housing staff will work with developers and owners to record restrictions on banked units. Housing and Legal staff will also be impacted when banked units are used to mitigate requirements and Amended and Restated Restrictions are recorded. County Clerk staff will be impacted as restrictions need to be recorded in the Clerk's office. All impacts on Housing staff have been included in the FY20/21 work plan for the department that is being provided to the Town and County elected Officials along with the Housing Department's Budget Request.

LEGAL REVIEW

Reviewed by Lea Colasuonno and John Graham.

ATTACHMENTS

- Redlined Special Restriction for Workforce Ownership Housing (Banked Units)
- Redlined Special Restriction for Workforce Rental Housing (Banked Units)
- Redlined Special Restriction for Workforce Condominium Rental Housing (Banked Units)

RECOMMENDATION

Staff recommends approval of the standard Banked Unit Special Restriction Templates.

SUGGESTED MOTION

I move to approve the Special Restriction Templates for Workforce Ownership Housing (Banked Units), Workforce Rental Housing (Banked Units), and Workforce Condominium Rental Housing (Banked Units) as presented.

Special Restrictions
For Workforce Ownership Housing (Banked Units)
Located at
Insert property address insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _______________, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Insert legal description of property

PIDN: [insert PIDN number ("Land")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("   Approval"), Owner was approved to restrict the following units to be Banked Units, as defined by the Teton County or Town of Jackson Land Development Regulations and used toward required mitigation of future development:

~~**WHEREAS**, as a condition of its approval for ___________(collectively, "Approval"), Owner was required to provide and restrict as follows:~~

~~Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a 23,040 square foot residential development with 16 deed-restricted units. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval.~~ Owner is restricting:

- *Unit _________, with _______ number of bedrooms.*
- *Unit _________, with _______ number of bedrooms.*
- *Unit _________, with _______ number of bedrooms. (hereinafter "Residential Unit" or Residential Units").*

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

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

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the

Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows**:**

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, “Resale” shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner’s desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson’s goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the current owner’s purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department’s sole and absolute discretion. Finally, to ensure that the resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default (“Default”) subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. <u>Purchase Option</u>.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("<u>Option</u>"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department

exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]…Purchase Price x .50.

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), ~~T~~the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.

G. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

H. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and

2 Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of

such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

3 runs in favor of a "Qualified Mortgagee," defined as:

i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.

v. the provider of a loan as described in Section 10(A)(1).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

1 be deemed unsecured; and

2 only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

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

2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

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

4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the

foreclosed Residential Unit.

5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose (“Mortgagee Notice to the Housing Department”). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner’s or an owner’s default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner’s or an owner's right of statutory redemption, in which event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk’s Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener’s errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

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

With a Copy to: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton

County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 22. SPECIAL PROCEDURES AND LIMITATIONS FOR BANKED UNIT RESTRICTIONS. Pursuant to the Teton County and Town of Jackson Land Development Regulation 6.3.5.D.3, prior to granting of the certificate of occupancy for the development utilizing the restriction, or use permit for the employee generating development this Special Restriction shall be replaced by an Amendment and Restatement Special Restriction in accordance with the development's mitigation requirements, which will reference the employee generating development it is mitigating. At the same time, the Housing Mitigation Agreement identifying use of the banked unit shall be recorded against the property of the employee generating development. Additionally, this unit may only be banked and used to offset future development for 20 years, Pursuant to Teton County and Town of Jackson Land Development Regulation 6.3.5.D.3. After the 20-year time period had elapsed this deed restriction shall remain in full force and effect, but the unit restricted by this document may not be used to offset mitigation requirements for future development.

Formatted: Font: 12 pt

Formatted: Default, Left

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING	)	
	)	ss.
COUNTY OF TETON	)	

On the _________ day of , 20__, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _________ day of _______________, 20__, the foregoing instrument was acknowledged before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.
Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the Click here to enter day. day of Click here to enter month., 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

____

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

____
Click here to enter name of Mayor or Chair, insert Mayor or Chair

ATTEST

____
Click here to enter name of Clerk, insert Town Clerk or County Clerk

Special Restrictions

for Workforce Rental Housing (Banked Units)

Located at insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of ________, 20____(the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

Click here to add legal description of property.

PIDN: _____________________________("Land")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("________ Approval"), Owner was approved to restrict the following units to be Banked Units, as defined by the Teton County or Town of Jackson Land Development Regulations and used toward required mitigation of future development:

~~**WHEREAS**, as a condition of its approval for permit # ("________Approval"), Owner was required to provide and restrict as follows:~~

~~Owner developed property addressed as_____________, ___________, Wyoming 830___ for a ___________square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with______Approval.~~ Owner is restricting:

- *Unit _________, with _______ number of bedrooms.*
- *Unit _________, with _______ number of bedrooms.*
- *Unit _________, with _______ number of bedrooms.*

(hereinafter each is a "Residential Unit" and in the aggregate "Residential Unit Complex").

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

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the _____________ Approval, and in consideration of such ___________ Approval and further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Units, Residential Unit Complex and Land shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.

5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.

6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.

7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

B. No Legal Action. No Owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.

G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year

I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

J. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

K. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

L. Insurance. Owner shall keep the Residential Unit Complex continuously insured against physical loss for the full replacement value of the Residential Unit Complex.

M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations each of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit, Residential Unit Complex or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. <u>Specific Performance</u>. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. <u>Equitable Relief</u>. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. <u>Enforcement</u>. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. <u>Termination</u>. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.

B. <u>Amendment</u>. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.

C. <u>Correction</u>. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

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

With a Copy to:
insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner
____
____
____

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 17. SPECIAL PROCEDURES AND LIMITATIONS FOR BANKED UNIT RESTRICTIONS. Pursuant to the Teton County and Town of Jackson Land Development Regulation 6.3.5.D.3, prior to granting of the certificate of occupancy for the development utilizing the restriction, or use permit for the employee generating development this Special Restriction shall be replaced by an Amendment and Restatement Special Restriction in accordance with the development's mitigation requirements, which will reference the employee generating development it is mitigating. At the same time, the Housing Mitigation Agreement identifying use of the banked unit shall be recorded against the property of the employee generating development. Additionally, this unit may only be banked and used to offset future development for 20 years, Pursuant to Teton County and Town of Jackson Land Development Regulation 6.3.5.D.3. After the 20-year time period had elapsed this deed restriction shall remain in full force and effect, but the unit restricted by this document may not be used to offset mitigation requirements for future development.

Formatted: Header, Justified, Right: 0"

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

____

____

____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _________day of _______________________, 20___, before me, the undersigned Notary Public, personally appeared __________________________for ______________________________, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _______________of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL] _____________________________________
Notary Public

TOWN OF JACKSON

____
Pete Muldoon, Mayor

ATTEST:_______________________________
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of ________, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

____
Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of ________, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

____
Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

____
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day __________ of _________________, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

____
Notary Public
My commission expires:

Special Restrictions

for Workforce Condominium Rental Housing

(Banked Units)

Located at insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of ________, 20____(the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

Click here to add legal description of property.

PIDN: _____________________________("Residential Unit")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("________ Approval"), Owner was approved to restrict the following units to be Banked Units, as defined by the Teton County or Town of Jackson Land Development Regulations and used toward required mitigation of future development:

~~**WHEREAS**, as a condition of its approval for permit # ("________ Approval"), Owner was required to provide and restrict as follows:~~

~~Owner developed property addressed as_____________, ___________, Wyoming 830___ for a ___________square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with______ Approval.~~ Owner is restricting:

- *Unit _________, with _______ number of bedrooms.*
- *Unit _________, with _______ number of bedrooms.*
- *Unit _________, with _______ number of bedrooms.*

(hereinafter each is a "Residential Unit").

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

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the _____________ Approval, and in consideration of such ___________ Approval and further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

B. <u>No Legal Action</u>. No Owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. <u>Household Composition</u>. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. <u>Written Lease Requirement</u>. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. <u>Rental Term</u>. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. <u>Rental Rate</u>: Owner shall set the rent. There is no cap on rent or rent appreciation.

G. <u>Rental Unit</u>: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

H. <u>Guests</u>. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year

I. <u>Vacancies</u>. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

J. <u>Business Activity</u>. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

K. <u>Compliance with Laws, Declaration</u>. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

L. Insurance. Owner shall keep the Residential Unit continuously insured against physical loss for the full replacement value of the Residential Unit.

M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT.Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the

Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit, or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations,in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.

D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit, in whole or in part, with the written consent of Owner of the ResidentialUnitand insert the Town of Jackson or Teton County, Wyoming.

C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Resideintial Unit.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

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

With a Copy to:
insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner
____
____
____

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unithereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 17. SPECIAL PROCEDURES AND LIMITATIONS FOR BANKED UNIT RESTRICTIONS. Pursuant to the Teton County and Town of Jackson Land Development Regulation 6.3.5.D.3, prior to granting of the certificate of occupancy for the development utilizing the restriction, or use permit for the employee generating development this Special Restriction shall be replaced by an Amendment and Restatement Special Restriction in accordance with the development's mitigation requirements, which will reference the employee generating development it is mitigating. At the same time, the Housing Mitigation Agreement identifying use of the banked unit shall be recorded against the property of the employee generating development. Additionally, this unit may only be banked and used to offset future development for 20 years, Pursuant to Teton County and Town of Jackson Land Development Regulation 6.3.5.D.3. After the 20-year time period had elapsed this deed restriction shall remain in full force and effect, but the unit restricted by this document may not be used to offset mitigation requirements for future development.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

____

____

____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _________day of _______________________, 20___, before me, the undersigned Notary Public, personally appeared _________________________for _______________________________, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _______________of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL] _____________________________________
Notary Public

TOWN OF JACKSON

____
Pete Muldoon, Mayor

ATTEST:_________________________________
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _______, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

____
Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _______, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

____
Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

____

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day __________ of _________________, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

____

Notary Public
My commission expires:

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town of Jackson Public Works **PRESENTER**: Floren Poliseo, PW Director

MEETING DATE: May 4, 2020

SUBJECT: **Office of State Lands Investment Board County Wide Consensus Grant Reallocation**

STATEMENT/PURPOSE

The purpose of this item is to apply for reallocation of Consensus Office of State Lands Investment Board (SLIB) County Wide Consensus (CWC) Grant funds. The County and Town must jointly approve CWC project funds.

BACKGROUND/ALTERNATIVES

On June 2, 2016, SLIB increased CWC-15250 TE grant funding for Budge Drive Landslide to $882,229. Due to subsequent 2016 SPET approval, $846,420 remains open under the grant. Per SLIB rules, these funds are eligible for reallocation to another infrastructure project. Town has budgeted and request reallocation to the Cache Creek Tube Improvement Project. This request amends Joint Resolution Teton County #19-022 and Town of Jackson #19-22. This project has already begun. The remaining budget for the current four-year project is $2,594,743. SLIB prefers to fund infrastructure projects for which this qualifies.

COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship.

- Principle 1.2: Preserve and Enhance Water and Air Quality
  - Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
  - Policy 1.2.b: Require filtration of runoff
  - Policy 1.2.c: Monitor and maintain water quality
  - Strategy 1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This project supports the Town Comprehensive Plan under Common Value #2- Growth Management.

- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood [negative impact – channelizing the creek takes an environmental amenity away from the public because it is no longer seen or experienced in the Town setting.]

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life.

- Principle 8.1: Maintain current, coordinated service delivery
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery

STAKEHOLDER ANALYSIS

Stakeholders include property owners and businesses along the creek, the community served by the storm sewer, the ecosystem, downstream Flat Creek communities and ecosystem, and Public Works Staff who maintain and clean the storm sewer system. Ultimately, the completed project will improve the storm sewer collection system, will incorporate stormwater pollution treatment structures and will remove the storm sewer collection main from private property.

FISCAL IMPACT

The total 4-year project budget is $2,594,743. Town has included this amount in its 10-Year Capital Improvement Plan. The Town's recommended FY2021 budget includes an $824,743 grant reallocation, and the Town's FY2022 budget request will include the remaining $21,677 grant reallocation. If the grant is not reallocated, Town will be required to shift and reprioritize other planned capital projects.

STAFF IMPACT

Town Finance and Public Works staff have already contributed the time necessary to complete the application. The remaining effort requires minimal staff time to apply for reallocation, as County and Town need to sign and submit application. If approved, grant administration will require approximately 2 hours of staff time per month until the project is complete.

LEGAL REVIEW

If Town and County attorneys' review is necessary, the effort required is minimal.

ATTACHMENTS

CWCBF1516 reallocation form
Application
CWC-15250 TE $706,615 grant document
CWC-15250 TE $175,614 grant document

RECOMMENDATION

Staff recommends County and Town apply for SLIB CWC reallocation in the amount of $846,420.

SUGGESTED MOTION

I move to approve the SLIB CWC reallocation in the amount of $846,420.

County Wide Consensus Block Grant Application Form

BFY15/16 Funding

Teton County Resolution #20-021

Town of Jackson Resolution #20-07

JOINT RESOLUTION

We, the undersigned Teton County Board of Commissioners, hereby certify that the Board and at least seventy percent (70%) of the incorporated population within Teton County have reached agreement on the following project(s) to be funded under Chapter 26, Section 324 and in compliance with rules promolgated by the State Loan and Investment Board, Chapter 32.

County Consensus List

Priority Listing:

Available $ 161,621.00

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			E + G + I								C - D			N / C
Project Owner	**Project Name**	**Total Estimated Project Cost**	**Total Funding Secured & in place**	**Amount of Grants, Loans, and Other types of previously secured funding**	**Grant #, Loan #, Other Information for Previously secured funding**	**Local Match If any**	**Local Match If any (Please provide detail)**	**Other Match**	**Other Match If any (Please provide detail)**	**Percentage of Total Project Already Funded**	**Balance of Project needing funding**	**Project Share requested from this consensus list**	**Amount of Project not funded after consensus list funding request**	**Percentage of project not yet funded**
Town of Jackson	Budge Drive Landslide		-		CWC-15250 TE; project funded locally; move funding to 1 project						-	(846,420.54)		
Town of Jackson	Cache Creek Tube Improvement - ph2D	824,743.00	824,743.00		Substitute Project	824,743.00	1% Local Option Tax			100.00%	-	824,743.00		0%
Town of Jackson	Cache Creek Tube Improvement - ph1B	945,000.00	945,000.00		Substitute Project	945,000.00	1% Local Option Tax			100.00%	-	21,677.54		0%
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
			-								-		-	
	Totals:	$ 1,769,743.00	$ 1,769,743.00	$ -		$ 1,769,743.00		$ -				$ (0.00)		

Page 1 Consensus Total:	$ (0.00)	$ (0.00)
Page 2 Consensus Total:	$ -	
Balance after Priority Listing:	$ 161,621.00	
	Funds Available	

Signature

Natalia D. Macker, Chair, Teton County Commission

Title

Attest

Sherry L. Daigle, Teton County Clerk

Title

Date: ____________________

Signature

Pete Muldoon, Mayor, Town of Jackson

Title

Attest

Sandra P. Birdyshaw, Town Clerk

Title

Date: ____________________

State of Wyoming
State Loan and Investment Board
Infrastructure Financing
Application

CWC [X] **MRG** [ ]

Applicant: Town of Jackson **Date:** 8/1/2019

Mailing Address: PO Box 1687 **Contact Person:** lly Thompson, Finance Direc

City: **Jackson** **State:** WY **Zip:** 83001

E-Mail Address: kthompson@jacksonwy.gov **E-Mail Address:**

Phone No.: 307-733-3932 x1150 **Phone No.:**

Fax No. : 307-739-0919 **Population:** 10,600

Applicant's Tax ID No.: **83-600069** **County:** **Teton**

Type of Entity: **County** [ ] **Joint Powers Board** [ ] **Municipality** [X] **Special District** [ ]

Other (Explain)

Population of Applicant: 10,600 **Total Population Served By Project (Directly/Indirectly):** 23,000

Percentage of applicant's population directly served by the project: **100%**

Applicant's submitting multiple applications must establish priority ranking: **Priority #** N/A **of** N/A

Name of Project: Cache Creek Tube Improvement Project

Project Schedule (Includes Planning, Design, and Construction): **Start Date:** 7/1/2019 **End Date:** #######

List all funding sources for the project other than current request:

Funding Source (If approved, list grant/loan #)	Amount	Status		Amount Expended
		Pending	Approved	
1% Local Option Tax	$1,053,000.00		X	$0.00
Total	$1,053,000.00			$0.00

Amount of Funds Requested: $846,420.00

Estimated Total Project Cost: $3,190,000.00

Balance of Project Incomplete: $3,190,000.00

Estimated reimbursement Rate: 27%

(Final Reimbursement Rate is Determined by Board Approved Amount)

Name of Applicant: Town of Jackson

Name of Project Cache Creek Tube Improvement Project

	Yes	No
Is project needed to meet federal or state health and/or safety (If yes, provide specific health or safety requirement project will address)		X
Do you have an Administrative Order? (If yes, provide copy of the Administrative Order) - MRG Only		X
Water and/or Sewer Project? (If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) – MRG Only		X
Street and/or Road Project? (If yes, complete Street Questionnaire) – MRG Only		X
Fire Apparatus Project? (If yes, complete Fire Apparatus Questionnaire)		X
Vehicle Project? (If yes, complete Vehicle Replacement Certification form)		X

If full funding is not received, what will applicant do?
Town of Jackson will try to apply this to future phases of the project, but may be required to reprioritize its 10-Year Capital Improvement Plan, thereby delaying other scheduled capital projects into future fiscal years.

If additional funding is needed, where will the additional funds be obtained?
Town will be required to reprioritize its 10-Year Capital Improvement Plan, thereby delaying other scheduled capital projects into future fiscal years. 1% Local Option Tax will fund any match and additional funding required.

Can the project be scaled back or phased?
(Provide explanation)
The project is currently phased over three years. We have designed and budgeted at a minimum scale to provide water conveyance for the next fifty years.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents of instruments relating to the analysis of this application.

Name and Title (typed) Signature Date

Name and Title of Contact Person Phone No. E-mail

SUBMISSION REQUIREMENTS: ALL DOCUMENTS MUST BE PRINTED ON 8 1/2 X 14 (LEGAL) SIZE PAPER. **OFFICE OF STATE LANDS AND INVESTMENTS. ATTN: GRANTS AND LOANS DEPARTMENT. HERSCHLER BUILDING 3rd WEST. 122 WEST 25th**

CWC - Submit one (1) original Application and one (1) original Joint Resolution Form

MRG - Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

Name of Project: Cache Creek Tube Improvement Project

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size**.)

Number of Attached Pages: ________

Cache Creek Tube Improvement Project

Summary: This project includes updating the half-mile tube that runs under downtown Jackson to protect and improve stormwater quality prior to its entering Flat Creek, as well as preventing uncontrolled and untreated discharge of potentially polluted run-off into Flat Creek.

Background: The project consists of removing and replacing a very eclectic, old, and obsolete collection and conveyance system of Cache Creek and stormwater drainage entering it. The system runs from the east end of town, underground through downtown, and discharges to Flat Creek northwest of downtown. The system is made up of many different types and sizes of culverts which convey the Cache Creek waters through Town.

Goals:
1. We currently have very few options to clean and/or repair the existing system, it is old and many sections currently run under buildings, complicating our ability to perform any type of best practices for managing and replacing the assets. The project would construct the Tube outside of private properties to increase accessibility and regular maintenance.
2. There are many points where untreated stormwater drainage enters the Cache Creek conveyance system, and new treatment units would be installed at targeted locations along the Tube to improve the water quality discharged into Flat Creek.

Justification: On the basis of the Town's stated Mission, it would be irresponsible for the Town to not address this challenge/opportunity. Additionally, the Town/County Comprehensive Plan includes efforts to achieve higher water quality. This project helps address Comp. Plan Common Value 1. Ecosystem Stewardship:
-Principal 1.2 Preserve and enhance water and air quality: "Clean water and air are the most basic requirements of a healthy ecosystem and community. The high water and air quality of Jackson and Teton County are important to the ecosystem and scenic beauty that residents and visitors enjoy. Stewardship of water bodies, wetlands, riparian areas, and air is important to sustain healthy populations of native species and for the health and safety of the human community."
-Policy 1.2.b: "Require filtration of runoff," and "In cases where natural filtration systems such as wetlands, floodplains and riparian areas cannot effectively protect surface water quality, best management practices should be employed to enhance the function of natural systems. Land development causes changes to the natural quantity and quality of storm water that drains into the area's water bodies. The Town and County will promote innovative storm water and snowmelt collection, storage, and diversion systems to reduce the amount of sediment and pollution entering our local water bodies. This is especially applicable in developed areas along waterways such as Flat Creek, Cache Creek and Fish Creek."

Funding:
This funding request represents 79% of the FY20 budgeted phase of the project, and 26% of the total (3-year planned) project cost. A 1% Local Option Tax will fund any match and additional funding required. The Local Option Tax is currently approved in the amount of the remaining 74% of total project cost, and none has yet been expended. If not awarded this grant, additional funding will come from the Town's capital budget and will require reprioritizing its 10-Year Capital Improvement Plan, thereby delaying other scheduled capital projects into future fiscal years.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, Town of Jackson (Grantee), whose address is P.O. Box 1687, Jackson, WY 83001.

2. **Purpose of Agreement.** On February 5, 2015, the State Loan and Investment Board (SLIB) approved a grant from Chapter 32, Capital Improvement Projects-Countywide Consensus List Awards, up to the amount of Seven Hundred Six Thousand, Six Hundred Fifteen Dollars and 00/100 ($706,615.00), to be used for the following SLIB-approved project:

   Budge Drive Landslide

   The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

   Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it March 11, 2015.

4. **Responsibilities of Grantee.** The Grantee agrees:

   A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**

   B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.

   C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.

D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.

E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.

F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.

G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards.

5. <u>Responsibilities of the Office</u>. The Office of State Lands agrees:

A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 32 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. <u>Special Provisions</u>.

A. **To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**

(i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

(ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to http://lands.wyo.gov, clicking on Grants & Loans in the top menu bar, going to "Mineral Royalty Grants" and clicking on "Grant Draft Request". Then, a "File Download" menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.

(iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: CWC-15250 TE.
SLIB: 100%
LOCAL: 0%
Requested By: Town of Jackson
Project Description: Budge Drive Landslide
Amount of Funds Approved for Project: $706,615.00
Amount of Engineering Approved for Project should be: $141,323.00

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature
Type the Name & Title for the Attest Signature
Type the Name of the Contact Person
Type the Phone number of the contact person
Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

(iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor's office, typically on Monday and Thursday of each week.

(v) To verify a payment, use the on-line payment search at http://sao.state.wy.us/EFT_Search_page.htm, on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top of the page to sort by column.

B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 100%.

C. According to Chapter 32, Section 4(b)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable $141,323.00.

D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.

E. For questions about the form, reimbursement process, or eligible items please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

7. General Provisions.

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.

D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

F. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

G. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

H. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

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

J. **Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

K. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this

Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

L. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures**. The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:

Bridget Hill

Bridget Hill, Director

3/11/15

Date

GRANTEE:

Town of Jackson

(Name and Title) Sara Flitner, Mayor

2/24/15

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Meg Nicholas

Megan Nicholas, Assistant Attorney General

3/9/15

Date

CWC-15250 TE.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement
Attachment A

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

none

The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.

This form can be found on the Office's website by going to http://lands.state.wy.us, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".

The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.

For questions about the Certification, please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) or Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, Town of Jackson (Grantee), whose address is P.O. Box 1687, Jackson, WY 83001.

2. **Purpose of Agreement.** On June 2, 2016, the State Loan and Investment Board (SLIB) approved a grant from Chapter 32, Capital Improvement Projects-Countywide Consensus List Awards, up to the amount of One Hundred Seventy Five Thousand Six Hundred Fourteen Dollars and 00/100 ($175,614.00), to be used for the following SLIB-approved project:

   Budge Drive Landslide (West Broadway Landslide) (Increase)

   The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

   Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it October 10, 2016.

4. **Responsibilities of Grantee.** The Grantee agrees:

   A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**

   B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.

   C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.

D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.

E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.

F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.

G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards.

5. <u>Responsibilities of the Office</u>. The Office of State Lands agrees:

A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 32 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. <u>Special Provisions</u>.

A. **To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**

(i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

(ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to http://lands.wyo.gov, clicking on Grants & Loans in the top menu bar, going to "Countywide Consensus Grants" and clicking on "Grant Draft Request". Then, a "File Download" menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.

(iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: CWC-15250 TE.
SLIB: 100%
LOCAL: 0%
Requested By: Town of Jackson
Project Description: Budge Drive Landslide (West Broadway Landslide) (Increase)
Amount of Funds Approved for Project: $175,614.00
Amount of Engineering Approved for Project should be: $35,122.80

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature
Type the Name & Title for the Attest Signature
Type the Name of the Contact Person
Type the Phone number of the contact person
Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

(iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor's office, typically on Monday and Thursday of each week.

(v) To verify a payment, use the on-line payment search at http://sao.state.wy.us/EFT_Search_page.htm, on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top of the page to sort by column.

B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 100%.

C. According to Chapter 32, Section 4(b)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable $35,122.80.

D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.

E. For questions about the form, reimbursement process, or eligible items please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

7. <u>General Provisions.</u>

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.

D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

F. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

G. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

H. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

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

J. **Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

K. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

L. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:

Bridget Hill
Bridget Hill, Director

10/10/16
Date

GRANTEE:
Town of Jackson

6·20·2016
(Name and Title) MAYOR SARA FLITNER
Date

ATTEST: Sandra P Birdyshaw
SANDRA P BIRDYSHAW, TOWN CLERK

THE TOWN OF JACKSON INCORPORATED ★ SEAL ★ 1914 TETON COUNTY, WYOMING

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Meg Nicholas
Megan Nicholas, Assistant Attorney General

9/12/16
Date

CWC-15250 TE.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement
Attachment A

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.

This form can be found on the Office's website by going to http://lands.state.wy.us, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".

The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.

For questions about the Certification, please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) or Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Sandy Birdyshaw

WORKSHOP DATE: May 4, 2020

SUBJECT: **Authorization for the JH Airport Board to accept CARES Act Grant Offer No. 3-56-0014-062-2020**

PURPOSE OF ITEM

The purpose of this item is for the Board of County Commissioners and the Town Council to consider authorizing the Jackson Hole Airport Board ("Board") to accept funding through HR 748, the Coronavirus Aid, Relief, and Economic Security (CARES) Act ("Act") passed by Congress and signed into law by President Trump on March 27, 2020.

BACKGROUND/ALTERNATIVES

Per Title XII of Division B of the Act, the Board applied and was awarded $16,494,770 in federal assistance. This amount was determined by the FAA through a formula set forth in the Act. The Board subsequently submitted an application for these funds on April 22, 2020. The application, under Section 15, is for funds to be used for any purpose for which airport funds may be lawfully used, as stated in the FAA's Airport Revenue Use Policy. The Board plans to use these funds for Airport operating expenses and to satisfy two outstanding loans which helped to fund terminal building construction.

STAKEHOLDER ANALYSIS

Stakeholders include Jackson Hole Airport Board, Teton County, and the Town of Jackson.

FISCAL IMPACT

$16,494,770 for operating expenses and debt relief.

STAFF IMPACT

Minimal.

LEGAL ISSUES

Ongoing.

ATTACHMENTS

Joint Resolution
Draft Grant Agreement

RECOMMENDATION

Staff recommends adoption of the joint resolution as these funds are allocated in the Airport's FY21 Budget and completion of attorney review before signatures are obtained. Grant documents need to be approved, signed, and returned before May 29th.

SUGGESTED MOTION

I move to adopt the joint resolution authorizing the Jackson Hole Airport Board to accept Federal Assistance Funding under the Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of $16,494,770, and further authorize the appropriate Town and County Officers to sign associated grant documents subject to review and approval of the Town and County Attorney offices.

JOINT RESOLUTION Town #20-11
County #20-022

AUTHORIZING THE JACKSON HOLE AIRPORT BOARD TO ACCEPT FEDERAL ASSISTANCE FUNDS UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT NO. 3-56-0014-062-2020

WHEREAS, Teton County and the Town of Jackson formed the Jackson Hole Airport Board on January 17, 1968 pursuant to Wyoming Statute §10-5-202 and 16-1-105; and

WHEREAS, as such the Jackson Hole Airport Board (“Board”) is eligible to receive assistance from the Federal Government under the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020; and

WHEREAS, the Board applied for CARES funding assistance on April 22, 2020 in the amount of Sixteen Million, Four Hundred Ninety-Four Thousand, Seven Hundred Seventy Dollars ($16,494,770.00), and on April 28, 2020, received notification of approval of the full amount from the FAA Denver Airports District Office; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson and Teton County in order for the Airport to receive such a grant; and

WHEREAS, the Town of Jackson Town Council and Teton County Board of County Commissioners desire, as co-sponsor, to approve and accept the funding, and to authorize the appropriate officers of the Town of Jackson and Teton County Board of County Commissioners to execute the associated grant agreement upon appropriate review by the Town and County Attorney offices.

NOW, THEREFORE, it is resolved by the Town Council of the Town of Jackson, Wyoming and Board of County Commissioners of Teton County Wyoming, that it hereby provides approval for the Board to accept CARES funding in the amount of Sixteen Million, Four Hundred Ninety-Four Thousand, Seven Hundred Seventy Dollars ($16,494,770.00), for any purpose for which airport funds may be lawfully be used as stated in the Office of Airports Revenue Use Policy, more specifically for operating expenses and to satisfy two outstanding loans on the terminal building construction.

PASSED and APPROVED this __ Day of _____ 2020.

TOWN OF JACKSON
JACKSON, WYOMING

____
Pete Muldoon, Mayor

ATTEST:

____
Sandra P. Birdyshaw, Town Clerk

BOARD OF COUNTY COMMISSIONERS
TETON COUNTY, WY

____
Natalia D. Macker

ATTEST:

____
Sherry L. Daigle, County Clerk

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon ·
Utah Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Jerry Blann, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Pete Muldoon, Mayor
City of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. Blann, Mayor Muldoon, and Commissioner Macker:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-56-0014-062-2020 for Jackson Hole Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 29, 2020,** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Rebecca Wersal by email (rebecca.wersal@faa.gov) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Rebecca at (303) 342-1257. We sincerely value your cooperation in these efforts.

U.S. Department of Transportation Federal Aviation Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Jackson Hole Airport
CARES Grant Number	3-56-0014-062-2020 (Contract No. DOT-FA20NM-K1048)
Unique Entity Identifier	12-280-0647

TO: Jackson Hole Airport Board, Town of Jackson, and County of Teton, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 22, 2020, for a grant of Federal funds at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor**,** the FAA has approved the Grant Application for the Jackson Hole Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Jackson Hole Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $16,494,770.

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 29, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award

Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. <u>Ban on Texting While Driving</u>.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. <u>Employee Protection from Reprisal</u>.

A. Prohibition of Reprisals **–**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
   a. Gross mismanagement of a Federal grant;
   b. Gross waste of Federal funds;
   c. An abuse of authority relating to implementation or use of Federal funds;
   d. A substantial and specific danger to public health or safety; or
   e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**
   a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Federal office or employee responsible for oversight of a grant program;

e. A court or grand jury;

f. A management office of the grantee or subgrantee; or

g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

19. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

A. House and maintain the equipment in a state of operational readiness on and for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

C. Restrict the vehicle to on-airport use only;

D. Restrict the vehicle to the use for which it was intended; and

E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:

A. House and maintain the vehicle in a state of operational readiness for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle;

C. Restrict the vehicle to airport use only;

D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

F. Submit a copy of the executed agreement to the FAA.

4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport**.**

5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

   B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

   C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1: signature}}

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

{{Sig_es_:signer2: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2: title}}

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated {{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer3: signature}}

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer4: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4: title}}

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated {{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}
____

By: {{Sig_es_:signer5: signature}}

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated {{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

COUNTY OF TETON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer6: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer6: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer6: title}}

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer7: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated {{DateTime_es_:signer7:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer7: signature}}

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, <u>et seq.</u>

b. Hatch Act – 5 U.S.C. 1501, <u>et seq.</u>

c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, <u>et seq.</u>

d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).

e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.

f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, <u>et seq.</u>

g. Clean Air Act, P.L. 90-148, as amended.

h. Coastal Zone Management Act, P.L. 93-205, as amended.

i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.

j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

k. Rehabilitation Act of 1973 - 29 U.S.C. 794.

l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.

q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

j. 49 CFR Part 20 - New restrictions on lobbying.

k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant’s governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other Federal

assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real

property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. **Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

BOARD OF COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: April 30, 2020
MEETING DATE: May 4, 2020

SUBMITTING DEPARTMENT: Community Development
DEPARTMENT DIRECTORS: Tyler Sinclair
PRESENTER: Larry Pardee/Tyler Sinclair

SUBJECT: Consideration of adding an additional cent of sales tax.

PURPOSE

The purpose of this item is to consider directing staff to develop language about placing a question on the November 2020 ballot to add an additional cent of sales tax.

BACKGROUND

This item was originally placed on an agenda in mid-March. At that point, staff outlined various conclusions Town Council had come to after strategic discussions about the future funding of local government. Before that meeting, the World Health Organization declared COVID-19 a global pandemic and by March 14, the Town and County's response to the virus had begun in earnest. Quite a lot has changed in the last seven weeks.

The ripple effects of this singular global event challenge our way of life, revealing the vulnerabilities in our hyper-connected, highly complex, leveraged, and stressed systems. COVID-19 is an opportunity to address some of these systems, to finetune our organizations and make sure they are as robust and resilient as possible. To do so, the Town is more aware than ever that additional revenue is a necessity as we are projecting sales and lodging tax (historically 74% of Town revenue) will be down by 50% next year. Simply put, the Town may not be able to fully meet the community's needs with its current sources of revenue.

COVID-19 is also highlighting our most deeply held and shared priorities. We are being reminded just how connected we all are –and how much we depend on one another. This moment shows us how much we all need each other to keep going. The Town of Jackson wants to emerge from this pandemic more connected and resilient and to do that we believe we must continue to come together and focus on what matters most—caring for each other through the provision of critical municipal services.

The impacts of the virus, job loss, poor health, increased domestic violence and child abuse, and mental health challenges, can overload us like a pack with too much weight in it. But in our community, for many weeks now, we have banded together to share burdens so collectively we can cope, stay well, and continue to address the next challenge in front of us. There has been an incredible amount of collective action across the Town and County in the past two months. Dynamic groups have formed to ensure everyone can access resources, landlords have forgiven rent, partnerships between nonprofits and restaurants planted as seeds have fully sprouted to provide services to those in need, and we have all made personal sacrifices to protect the most vulnerable among us. The Town of Jackson aims to be able to ensure that such collective action can continue and that when new challenges arise as a result of the COVID-19 pandemic—a potential tidal wave of human service issues that may surface as we move toward recovery—the Town will be able to continue to support the agencies that are the backbone of the caring sector in our community. Individuals and organizations that are on the frontlines caring for victims, elders, the differently abled, and children, deserve our full support.

To provide increased support to human services, to maintain core services, and to eventually do more in other areas (housing/the environment/transportation) the Town would like to ask voters to add a cent of sales tax. At this crossroads, we also find ourselves staring at the difficult reality of not being able to keep up with increased funding requests for a variety of services including Fire/EMS, Dispatch, Planning/Building permit reviews and inspections, Parks and Rec hours and programs, snow plowing for streets and sidewalks, and more. Many of these areas exist in joint departments or as joint expenditures. They are all vital community services and the necessity for additional revenue to meet health, safety, and welfare needs is evident.

In Fiscal Year 2020 the Town has reduced its budget by $2.8M, or 11% of its total budget. Fiscal Year 2021 will be challenging as well with an anticipated decrease of $5.7 million or 24.4% in our General Fund. In order to continue to provide core municipal services and make incremental investments in the future, the Town is also proposing to offset the anticipated significant decline in sales tax revenue by using $4.9 million dollars of our reserves. This will position reserves near the minimum (20% of our total budget), which is similar to the minimum balance the County holds. The Town incrementally accrued reserve funds between 2010 and 2020 to offset our reliance on sales and lodging tax should a series of rainy days arrive, and it has. The Town's overall budget has been reduced approximately 25% below FY20 levels, focusing on providing acceptable, although often reduced, levels of service in more innovative and efficient ways. Reductions will also include cutting and freezing 9 full-time equivalent employees. The most significant cuts are recommended in our larger departments of Police, Public Works and START. In addition, the Town is requesting further reductions in the joint Fire/EMS, Dispatch and Parks and Recreation departments that may affect delivery of these joint core services. The Town finds an additional cent of sales tax revenue key to the community's recovery, to maintain core services in Town and Joint Departments, and to meet the social, human, and economic needs of the community. If this is placed on the ballot and it passes, we anticipate that revenue collected in initial years will be used for recovery to preserve critical services and plan for a resilient future. We feel this is the time to ask our community whether additional resources and assistance from government to maintain collective wellbeing are needed.

Together, Jackson and Teton County are a thriving community that is rising to meet the many challenges involved with responding to COVID-19 and the resulting economic impacts. We are a community that cares, that can innovate, that makes choices to benefit the greater good, and places emphasis on collective well-being. The Town believes we can preserve the incredible aspects of our community in both the short and long-term by putting a question to voters to increase sales tax collections by one cent. It will be the 'preservation penny,' as it will allow us to utilize funds to help preserve our community so it can recover from the pandemic, it will preserve essential safety services, and eventually help make gains toward longer-term preservation to ensure we can collectively face future crises while maintaining the things we love about this place we all call home. We hope the County will join us in voting to put the question of an additional cent of sales tax before voters in November.

ALTERNATIVES

Council analyzed property tax, the lodging tax, bonds, and fees and considered opportunities and threats related to each. Adding another cent of sales tax rose to the top for several reasons including:

- It taxes visitors, at an approximate rate of 60%, not only locals.
- It would provide the most significant annual total of any of the possible revenue sources considered.
- The State is interested in having Jackson and Teton County utilize the maximum amount of sales tax allocation before looking at alternative sources of revenue.

- It requires a popular vote and the higher turnout in this year's General Election is an opportune time to put it to voters.

ATTACHMENTS
Public comment.

FISCAL IMPACT
If voters approve another cent of sales tax, based on prior year's collection rates, Teton County will collect approximately $9M annually and the Town of Jackson will collect approximately $7M annually.

STAFF IMPACT
Town staff is prepared and has capacity to develop and lead an educational campaign regarding adding another cent of sales tax leading up to the November 2020 election.

LEGAL REVIEW
None needed.

SUGGESTED MOTIONS

TOWN:
I move to direct staff to develop ballot language for adding another cent of sales tax to the ballot in the November 2020 election.

COUNTY:
I move to direct staff to bring back ballot language for adding another cent of sales tax to the ballot in the November 2020 election.

From: Kate Roberts
To: Town Council
Subject: In support of 7th penny sales tax
Date: Sunday, March 15, 2020 8:16:18 AM

Dear Elected Officials,
Thank you for your leadership and service, especially during uncertain and stressful times like this week. In the midst of the COVID-19 outbreak, I'm reminded of the importance of having caring and capable local officials in office, and I'm so grateful for each of you and all the work you do.

I am writing to express my support for the agenda item at Monday's meeting regarding the penny sales tax. Thank you for your continued work in prioritize human services in our community through elevated conversations, the human service plan, support and funding.

As you know, many of our local human service organizations have lost substantial amounts of state funding over the past few years. At Teton Literacy Center we lost a $225,000 annual state grant that has not returned. Cumulatively, the Human Service Council has lost over $1.2 million from the state of annual funds, and that amount continues to rise. At TLC we have worked to apply for other smaller grants, increase our individual fundraising and started hosting additional fundraising events. I'm unsure of the sustainability of this required effort.

At the same time we are seeing an increase in need for services. We continue to have waitlists in all our programs. We are seeing higher and more intense needs for services, coupled with a difficult climate to maintain and hire staff due to housing shortage and high cost of living. These are issues that our colleagues also see at other human services agencies.

The penny sales tax would be an incredible step in have a dedicated funding source for human services that could help us increase our program efforts and direct services to our community. Thank you for taking this step forward.

Best,
Kate Roberts

From:	Laura Soltau
To:	Town Council; Natalia Macker; Luther Propst
Subject:	Public Comment: Additional Penny of Sales Tax Support
Date:	Friday, March 13, 2020 2:28:33 PM

Dear Elected Officials,
Thank you for your leadership and service, especially during uncertain and stressful times like this week.

I am writing to express my support for the agenda item at Monday's meeting regarding the penny sales tax. Thank you for your continued work in prioritize human services in our community through elevated conversations, the human service plan, support and funding.

As you know, many of our local human service organizations have lost substantial amounts of state funding over the past few years. At Teton Literacy Center we lost a $225,000 annual state grant that has not returned. Cumulatively, the Human Service Council has lost over $1.2 million from the state of annual funds, and that amount continues to rise. At TLC we have worked to apply for other smaller grants, increase our individual fundraising and started hosting additional fundraising events. I'm unsure of the sustainability of this required effort.

At the same time we are seeing an increase in need for services. We continue to have waitlists in all our programs. We are seeing higher and more intense needs for services, coupled with a difficult climate to maintain and hire staff due to housing shortage and high cost of living. These are issues that our colleagues also see at other human services agencies.

The penny sales tax would be an incredible step in have a dedicated funding source for human services that could help us increase our program efforts and direct services to our community. Thank you for taking this step forward.

Sincerely,
Laura Soltau
Laura West Soltau
Executive Director
Teton Literacy Center
(307) 733-9242, ext. 231
laura@tetonliteracy.org

From: lorna miller
To: Town Council; teton county commissioners
Subject: 7th Penny discussions
Date: Wednesday, April 1, 2020 12:51:14 AM

Jackson Mayor and Town Council
Teton County Board of County Commissioners,

Dear Mayor, Councilors, and Commissioners,

Regarding the 7th penny : I am writing in support the 7th penny if the use for the funds includes ecosystem conservation and stewardship.The letter sent to you by the Systems of Conservation Collaborative describes potential uses of such funding.
As was mentioned in the letter, the Comprehensive Plan included a call for conservation funding to support the Vision of the Comprehensive Plan and the First Common Value: Ecosystem Stewardship.
I am particularly interested in the potential to hire an environmental planner. The town and county have so many competing interests to deal with that it does seem oftentimes that when crucial decisions are being taken which will impact environmental stewardship, all the relevant interests are represented in the room....except the moose...or the elk...and since they are not sitting at the proverbial table it is easier to prioritize the interests of those who *are* sitting at the table. This subject has been discussed for years. Now is the opportunity to act.
And now, in the years since the Comp Plan was first written, it has become clear that sustainability, climate action and issues such as water quality even here in the headwaters, are critically important too.
Having a portion of the 7th penny dedicated to conservation and stewardship would allow for serious long term planning and implementation without the annual risk of departmental budget cuts or elimination. Jackson Hole presents itself as a leader and a model on those issues: this is a chance to support those efforts in a substantive way that is hard to achieve at present without the funding that a portion of the 7th penny would permit.
I respectfully request that you include conservation, ecosystem, and climate action in your vision for the uses of the 7th penny.

And Thanks to all of you for being so proactive in taking actions related to minimizing the exposure of the community to Covid 19. It has been very heartening indeed to see the co-ordinated efforts on behalf of the community.

Sincerely

Lorna Miller

From: Sara Dery
To: commissioners@tetoncountywy.gov; Town Council
Subject: 7th Penny Support
Date: Tuesday, March 31, 2020 4:00:42 PM

Dear Jackson Hole Town Council & Board of County Commissioners,

First off, I would like to generously "Thank You" all for your efforts to support and protect our community throughout the Covid-19 Pandemic, thus far, and hope you and your families are healthy and safe. We are so very lucky to live in a community with leadership that cares so much, so again, thank you.

I am reaching out on behalf of the 7th Penny Initiative that is to be discussed in upcoming meetings, and to express my support for the initiative. I believe that conservation funding should always be a priority, even in times of uncertainty and doubt, and that local conservation funding will allow Jackson to be a local steward when the State and Federal Government cannot be.

As someone who was born and raised under the shadow of the Tetons, conservation is of utmost importance to me, which is why I would support the 7th Penny if it includes funding for conservation. I care about conservation funding in order to preserve our historic town, our trails and pathways, our National Forests and Parks, and to maintain the character of what makes Jackson Hole. I have spent my 24 years of life looking at those mountains and enjoying this town for its local charm and charisma, and why I am expressing my support for this cause.

On top of my support of the 7th Penny, I also support the addition of affordable housing and transportation to the initiative in order to support other aspects of our community.

I appreciate the opportunity to express my personal opinion on this issue, and hope it is beneficial in the Town Council & County Commissioners further discussion of the 7th Penny.

Best,

Sara Dery

From:	Skye Schell
To:	Town Council; County Commissioners
Cc:	Chris Colligan; Siva Sundaresan; Jon Mobeck; Kate Gersh; Kyle Kissock; Jared Baecker; Sarah Walker; Sharon Mader; Timothy O"Donoghue; Penny Maldonado; Peggie dePasquale; Amy McCarthy; Kristin Combs; Frances Clark; Kevin Krasnow; Kim Trotter; Tricia O"Connor; Tyler Sinclair; cneubecker@tetoncountywy.gov; Paul Anthony; Brooke Sausser; April Norton
Subject:	Conservation funding and the 7th penny (for your JIM)
Date:	Tuesday, March 10, 2020 12:52:54 PM
Attachments:	image.png 2018 Ruckleshaus WY conservation poll.pdf Sustainable public conservation funding 2020.pdf

Dear Mayor Muldoon, Town Councilors, Chair Macker and County Commissioners,
Please accept the attached comments from a variety of local organizations working together in the Systems of Conservation collaborative, regarding your upcoming JIM discussion of potential new revenue sources including a 7th penny of sales tax.

We are writing to address two commonly asked questions:
1. Why do we need funding for conservation? (Isn't enough of the county already "protected" public land?)
2. If we do dedicate funding for conservation, what could/should it be used for?

The attached 2-page white paper answers these questions with a brief overview of the local need for and potential use of conservation funding. To be clear, this is a demonstration of the need for new revenue, not a specific proposal of how exactly to use future revenue.

I'm also attaching an informative publication from UW's Ruckleshaus Institute. See especially Figure 4 on page 3, pasted below.

Thank you for your service, and please let us know how we can help build support for this conservation and other community funding.

Sincerely,
Skye, Chris, Jon, Jared, Sarah, Sharon, Tim, Penny, Peggie, Amy, Kristin, Frances, Kevin, and Kim

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Saturday, March 14, 2020 4:20:44 PM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1296

The following form was submitted via your website: Email the Town Council

Subject:: 1% Sales Tax

Email Content:: I also want to encourage the council to use the 1% extra sales tax to fund the Sustainability Dept with these funds.

Your Name:: Mary Lynn Callahan

Your Company Name::

Your Phone Number:: 3076903407

Your Email Address:: mlctetons@yahoo.com

Your City:: Jackson

Your State:: Wyoming

Your Zip Code:: 83001

Additional Information:

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Roxanne DeVries Robinson

MEETING DATE: May 4, 2020

SUBJECT: **Airport Budget**

STATEMENT/PURPOSE

The Jackson Municipal Code and the Joint Powers Agreement between the Town and County requires Town Council and County Commission approval of the Airport budget.

BACKGROUND/ALTERNATIVES

The Joint Powers Agreement between the Town and County indicates that the Airport Board must submit their budget on or before May 1st of each year to the Town Council and the County Commissioners (June 1st for Municipal Code). The budget is then subject to alteration, modification or revision, and approval by the Town Council and the Board of County Commissioners.

The purpose of this agenda item is for the Town Council and County Commission to receive the budget and consider whether they are ready to adopt the budget as proposed, ask questions and discuss any issues of concern, or whether they would like to postpone discussion on the budget until the June 1 Joint Information Meeting.

An excerpt from the Municipal Code is below:

2.36.080 Budget submission – Funding.

The board shall submit on or before the first day of June of each year, to the town council, and to the board of county commissioners, Teton County, a proposed budget for the ensuing fiscal year which will be from July 1st of each year until June 30th of the ensuing year. Said budget shall be subject to alteration, modification or revision by the town council or board of county commissioners and after being approved by them shall be adopted as the fiscal plan of the board for the subsequent year. Such fiscal plan as approved by the board of county commissioners and town council shall be funded from revenues derived from the Jackson Hole Airport operation, supplemented by additional appropriations on an equal basis from the county of Teton and the town of Jackson.

An excerpt from the JPA is below:

> 8(d) Budget Approval. The board shall submit on or before the 1st day of May of each year to the Teton County Board of County Commissioners and the Jackson Town Council a proposed budget for the fiscal year of July 1 through June 30. Said budget shall be subject to alteration, modification or revision by the Teton County Board of County Commissioners and the Jackson Town Council acting jointly, and after being approved by them, shall be adopted as the fiscal plan of the Board for the subsequent year. Such fiscal plan shall be funded from revenue derived from the operation of the Jackson Hole Airport, state and federal grants and passenger facilities charges, supplemented if necessary by additional appropriations on an equal basis from Teton County and the Town of Jackson.

As noted in the budget, the Airport does not receive any direct funding from the Town of Jackson or Teton County. Representatives from the Airport will be at the meeting to answer questions.

The Town Council and County Commission have many options available to them in regards to this discussion of the Airport Budget.

1. Adopt the proposed budget as presented.
2. Ask questions, and then either adopt or postpone action on the budget.
3. Ask the Airport Director for further information or clarification of issues to be presented at the June 1, Joint Information Meeting.
4. Alter, modify and revise the budget and ask the Airport Board to come back and present their changes to the Town Council and County Commission at the June 1 Joint Information Meeting.
5. Other.

COMPREHENSIVE PLAN ALIGNMENT

Airport operations directly contribute to Section 6 under Quality of Life related to a Diverse and Balanced Economy. This section in the Comprehensive Plan discusses the encouragement of businesses and businesspeople that could work from anywhere locating here and the Airport is a critical component of that connectivity and ability to work remotely. The Airport does not require investment of local funds for economic development and this is in direct alignment with Strategy 6.3.S.1.

STAKEHOLDER ANALYSIS

The stakeholders involved in this situation include employees of the Airport, residents of the Jackson Hole community and regional area, guests visiting our community and the regional area, businesses in the valley as well as our residents who live in the valley but may use the Airport to commute to businesses outside of the area.

FISCAL IMPACT

None. The Town and the County do not currently supplement the Jackson Hole Airport Operation.

STAFF IMPACT

None.

LEGAL REVIEW

n/a

ATTACHMENTS

Airport Budget and Memo

RECOMMENDATION

Staff recommends the Town Council and County Commission consider the budget for the Airport Board and determine whether they are ready to adopt the budget as presented, pull the budget off of the consent calendar and discuss the budget, or whether they would like to continue action on the budget to the June 3 Joint Information Meeting.

SUGGESTED MOTION

Should the Council and Commission be ready to adopt the budget as presented, the motion would be:

I move to approve the proposed budget for the Airport as presented.

JACKSON HOLE AIRPORT OPERATING BUDGET 2020-2021

The following document presents the Jackson Hole Airport Board's operating budget for the Fiscal Year 2020-2021.

Jackson Hole Airport Board
1250 E. Airport Rd.
Jackson, WY 83001
307-733-7695
4/16/2020

Background
The following pages present the Jackson Hole Airport Board's (the Board's) operating budget for Fiscal Year 2020/2021. The Town of Jackson and Teton County created the Board by joint resolution in 1967. The Board consists of 5 members jointly appointed by the Town and County. The Joint Powers Agreement sets forth the terms by which the Town, County and Airport operate together. Under this agreement, the Town and County annually review the Airport Budget. The Town and County also both sign all FAA grant agreements as co-sponsors. The Board operates under the authority of the Joint Powers agreement and under such has ownership of all facilities, equipment, lease holdings and operating rights.

The Board adopted a Certificate of Organization pursuant to the Town of Jackson Ordinance and Board of Teton County Commissioners Resolution on January 2, 1968 officially forming the Airport Board and electing officers. Annually the Certificate of Organization is renewed, and new officers are elected as appointed by the Town and County. For the year February 1, 2020 – January 31, 2021 the slate of officers is: Jerry Blann, President; John Eastman, Vice President; Bob McLaurin, Treasurer; Ed Leibzeit, Secretary; Rick Braun, Member. The Board operates the Airport inside the boundaries of Grand Teton National Park (the Park) under a Use Agreement with the U.S. Department of Interior. The Third Amendment to the Use Agreement extended the term to April 23, 2053 and the Fourth Amendment established the current Use Fee being paid by the Airport to the Park.

The Board operates the Airport as a business enterprise to be financially self-sufficient. The Airport does not have the authority to tax and does not use local tax dollars, property tax or sales tax for operations. The Board's fiscal year is from July 1 – June 30 each year. Once the Board has approved the budget it will be submitted to the Town and County for review no later than May 1 of each year. Any required changes to the Board-approved rates and charges will be made prior to July 1 by resolution. This includes changes to ground transportation fees, parking fees, rents and other standard fees.

Airport Activity
Evaluating the airport's activity numbers is important to planning long-term needs for infrastructure, staffing, and operations. The airport has continued to see strong growth in activity with an increase in the number of visitors making calendar year 2019 the airport's largest year on record. Enplanements for the calendar year ending 12/31/2019 were 454,629 which was 16% higher than the previous year. Over the last few years the "off-seasons" continue to show strong growth in passenger activity as has the winter season. Traditionally, staff works with the airlines to forecast activity for the upcoming year and applies historic trends to this forecast to predict future growth. With the advent of COVID-19, staff worked with several different sources to develop an activity forecast for the future year. These numbers represent a conservative perspective used for the financial outlook presented in this budget.

Jackson Hole Airport Board Budget Summary

This year we continue to present the budget with three enterprise centers and six cost centers. The enterprise centers include the Fuel Farm, Security Operations and Airport Operations. The six specific cost centers remain unchanged from the prior year and include: airfield, landside, terminal, other buildings and grounds, environmental, and community outreach. Revenues, expenses and cost centers for the various enterprise centers and their associated cost centers are outlined in the following pages. Presented below is a chart detailing the Airport Board's total budget for FY 2020/2021.

Revenues		**2020-2021**
	Airport Operations	9,149,302
	Security Operations	7,490,307
	Fuel Farm Operations	19,384,394
Total Revenue		36,024,003
Expenses		
	Airport Operations	(13,036,841)
	Security Operations	(7,791,147)
	Fuel Farm Operations	(17,785,337)
Total Expense		(38,613,325)
	Net Income	(2,589,321)
Capital and Debt Sources		
	State/Federal Grants	25,120,000
	PFC	611,000
	CFC	744,406
	Loans	-
	Total Capital and Debt Sources	26,475,406
Capital and Debt Uses		
	Terminal	(2,086,483)
	Rental Car QTA	(1,513,481)
	Fuel Farm	(1,038,021)
	Total Capital and Debt Uses	(4,637,985)
Capital Expenditures		
		(31,975,000)
CARES Grant		16,494,770
To/(From) Net Reserves FY 20/21		3,767,870
Unrestricted Cash Balance Forecast FYE June 30, 2020		6,023,450
Unrestricted Cash Balance Forecast FYE June 30, 2021		9,791,320

Airport Operations

The Airport operating budget is a stand-alone enterprise center separate from security operations and fuel farm operations. All revenues generated from the operation of this enterprise center, including rents, landing fees, and other operating fees, will be used to offset the expenses related to airport operations. Year-end balance expected from airport operations is anticipated to be -$3,887,539. This is before the anticipated $16,494,770 in the recently approved CARES grant funding from Congress. The grant money can be used for any FAA approved airport operating expense or airport debt service. The funding will be used to offset the anticipated shortfall in airport operating income as well as retire some FY 2020/2021 debt service. The specific details for the airport operations enterprise center are outlined on pages 5-16.

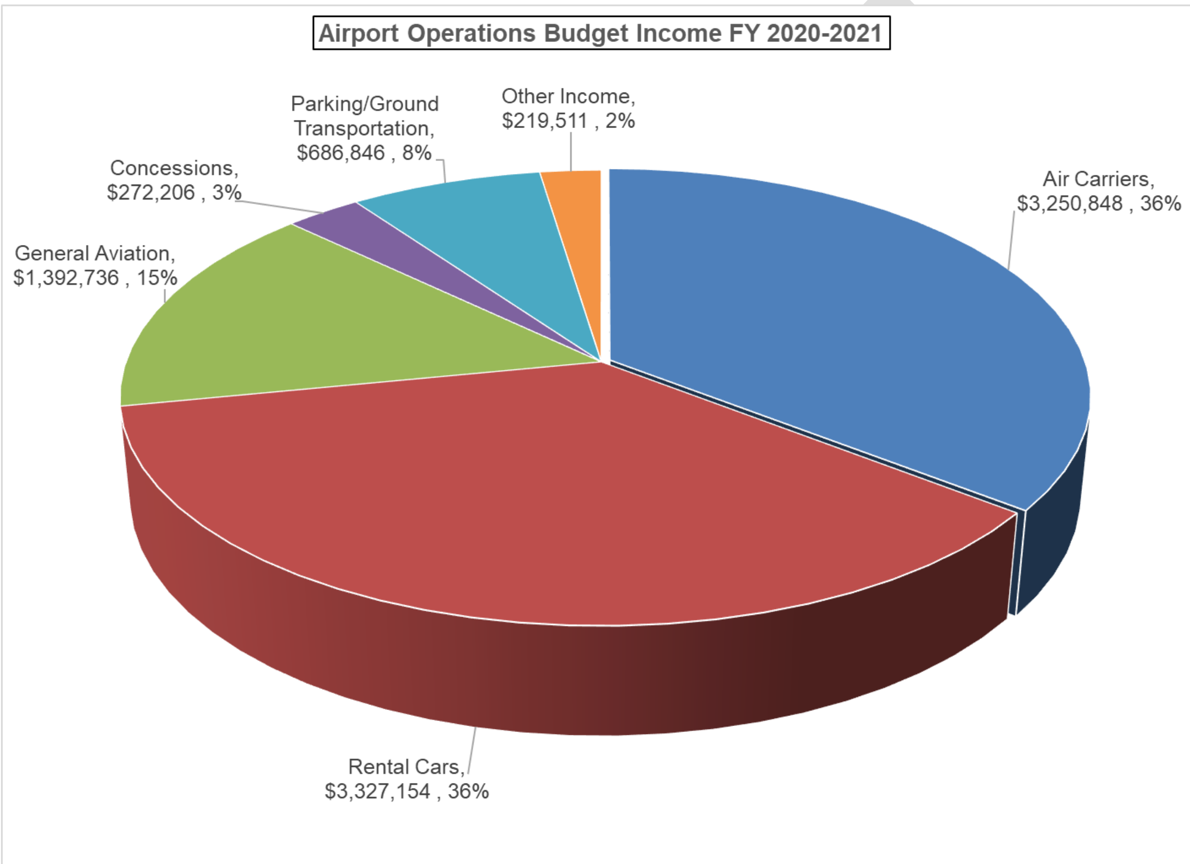
Security Operations

Security has been broken out as an individual enterprise center with a separate budget from the Airport operating budget. All income and expenses related specifically to security operations are in this budget. The revenue in this enterprise center covers the security screening of both passengers, and concessions entering the secure area of the airport. It also covers costs associated with overall airport security including the Town of Jackson law enforcement officer presence and night security at the airport. The additional airport security is achieved through two contracts: one for night security services with Jackson Hole Security and the other with the Town of Jackson for federally mandated law enforcement officer presence during airport screening operations. The balance from operating the Security Operations enterprise center is -$300,840. The Security Operations enterprise center details can be found on page 17.

Fuel Farm

The fuel farm operation has been set up with an individual operating budget including income, expense, and loan payment. Fuel sales have been adjusted based on predicted activity levels for the upcoming budget year. Income includes fuel and glycol revenues, the administration fee on fuel and glycol, and the fee on fuel delivered. Fuel farm expenses include fuel and glycol purchases, glycol recovery and trucking expenses, labor, overhead and maintenance expenses at the fuel farm, and glycol recapture pad and debt service. Year-end income anticipated to be received from the fuel farm operations are $561,037 after debt service. The fuel farm enterprise center information is detailed on page 18.

Airport Operations Revenue Summary
The Board operates the Airport as a business enterprise to be financially self-sufficient. The Airport does not have the authority to tax and does not use local tax dollars, property tax or sales tax for operations. Aeronautical revenues are collected from both the fixed base operator and the airlines. Non-aeronautical revenues are collected from a variety of sources including terminal concessions, rental cars and parking. These revenue streams are used to fund cost center expenses.



Air Carriers
Air Carrier income is derived from two sources: landing fees and terminal rents. These revenues are used to offset expenses related to the airfield and terminal operations. Given the current economic and travel circumstances, the terminal rent and landing fees are proposed to remain the same. Landing fees are calculated on a maximum certified gross weight (CGW) basis and are proposed to remain at $4.61 per 1,000 pounds landed CGW.

Air carrier revenue is expected to decrease -24.2% for FY 2020/2021 to $3,250,848 from the budgeted number in 2019/2020. This decrease is due to a projected decline in activity levels over the next fiscal year. Of this, $2,060,287 is comprised of terminal space rental and the remaining $1,190,561 is landing fees.

Rental Cars

Rental car revenue is predominantly composed of minimum annual guaranteed bid amounts (MAGs) which were established during an open competition bid process in 2018. By contract, the on-airport rental car companies are required to pay 10% of gross revenue or their MAG, whichever is higher. The contract does allow for MAG relief if the passenger activity levels drop by 25% or more for 3 consecutive months. This has been considered in this budget. The rental cars also pay rent for space in the terminal and parking lot (including storage spaces) to help offset the expenses related to the terminal and landside cost centers. Finally, the rental cars pay rent, operations and maintenance costs for the use of the rental car quick turnaround (QTA) car wash facility. These fees help to offset the cost of operating the QTA facility. The rental car revenue for FY 2020/2021 is anticipated to be $3,327,154.

General Aviation

The general aviation revenue source includes landing fees collected from general aviation users as well as concession fees and rents received from FBO and general aviation contracts. Most of the general aviation revenue is used to help pay for airfield costs. While not as significant, there is still an impact anticipated to general aviation in this budget year which has been considered. This revenue stream is budgeted to be $1,392,736, a decrease of -7.2% for FY 2020/2021.

Concessions

Much of the income from concessions is received from restaurant revenue. All concession revenue is dependent on activity level and has been adjusted based on anticipated reduced activity for this budget year. The restaurant revenue is composed of a percentage of gross revenue or MAG and the operator will pay whichever is higher. In addition to restaurant revenue, additional concession income is received from catering and vending machines. The concession revenue stream helps to fund the terminal cost center. Concessions revenue is anticipated to be $272,206 for FY 2020/2021.

Parking/Ground Transportation

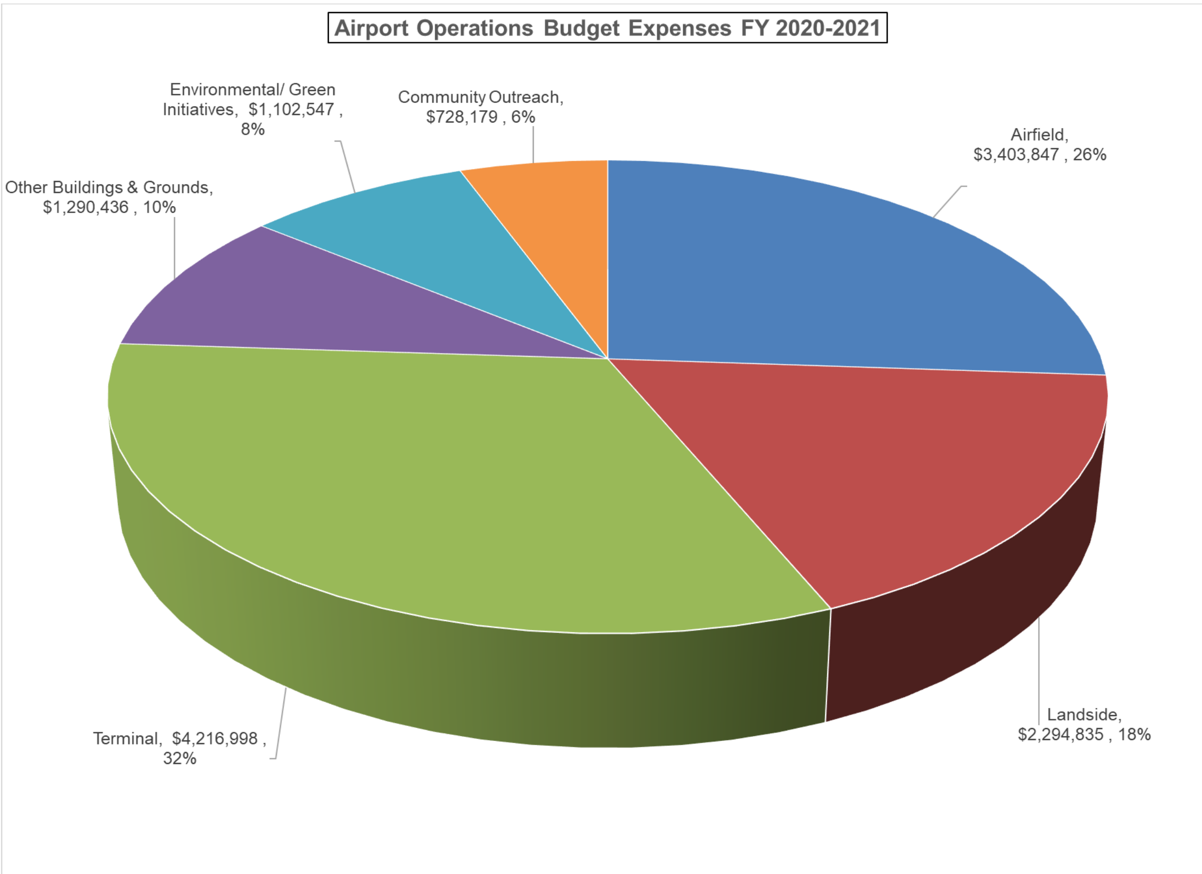
Parking and ground transportation revenue includes parking fees and ground transportation access fees. Parking and ground transportation fees will remain the same for this fiscal year. These fees help to support the maintenance and upgrades of the airport's roadways and parking lots. While the airport experienced high usage of the parking lot through paid parking nights this last fiscal year, this is anticipated to decrease this year with the reduction in air travel. For FY 2020/2021, parking/ground transportation income is projected to be $686,846, a decrease of -54.1% over projected FY 2019/2020.

Other Income

Other income includes interest income, advertising income, and other airport rents. As the rest of the market experiences the economic downturn, we expect a reduction in revenues from advertising and some rents. The budgeted amount for the upcoming year is projected to be $219,511.

Airport Operations Expense Summary

As presented on the following pages, the budget has been developed to be driven to accomplish the airport's financial objectives. These objectives include: 1) safety, 2) environmental initiatives, and 3) capital projects.



Budgeted expenses for airport operations are $13,036,841 which is 13% above the projected FY 2019/2020 amount. Operating expenses exclude security operations and fuel farm expenses as those are reflected in separate budgets on pages 17 (security) and 18 (fuel farm) following the detailed cost center information.

The number of FTE staff for Airport (non-screening) employees remains at 44 for this upcoming FY 2020/2021 including 4 seasonal hosts and 12 seasonal winter operations employees. Screening staff will remain at 62 including support staff. There is a 0.5% increase to Wyoming Retirement which was passed 2 years ago to be implemented this year. Finally, there is no increase in health insurance this year. The following table presents the FY 2020/2021 budget numbers compared with projected and budgeted FY 2019/2020 numbers.

	Amended Budget Operating Expense FY 2019-20	Projected Operating Expense FY 2019-20	Proposed Budget Operating Expense FY 2020-21
Payroll	4,774,961	4,774,961	4,934,099
Administrative Expense	2,063,841	2,238,306	2,188,590
Utilities	487,000	493,645	591,650
Snow Removal Expense/other	296,950	240,484	384,726
Equipment (non-capital) Expense	164,000	163,879	233,450
Customer & Employee Relations	188,924	231,943	200,725
Environmental Planning & Ops	671,256	635,425	715,548
R & M - Building	995,509	1,260,569	1,644,934
R & M - Operations	257,300	472,704	516,144
R & M - Vehicles	318,500	310,159	315,165
Security Operations	153,000	158,905	204,500
QTA Operations	262,909	256,284	262,909
ARFF	141,350	139,576	545,400
Noise Monitoring and Fly Quiet Program	155,000	130,083	155,000
Control Tower Operation	75,100	64,854	144,000
TOTAL OPERATING EXPENSE	**11,005,600**	**11,571,776**	13,036,841

Airport Operations Budget Cost Centers

While the Airport experienced an increase in passenger traffic in calendar year ended 12/31/2019 it is projected that numbers will decrease in the upcoming year. Congress has responded to this with the CARES Act Grant which has allowed the airport to continue with expenses needed to best position the airport for the future.

There are six direct cost centers for the Airport: airfield, landside, terminal, other buildings and grounds, environmental, and community outreach. There are also 15 indirect cost centers for the Airport. The indirect cost centers include areas such as personnel expenses, utilities and building expenses, operations and maintenance expenses and equipment expenses.

Specific indirect cost centers that were adjusted in the budget and which have an influence on multiple cost centers include building repair and maintenance, security operations, and ARFF.

- Building repair and maintenance has been increased by $384,365 to allow for continued investment in the facilities and avoid deferred maintenance.
- Security operations expenses have been adjusted by $45,595 to continue to improve overall airport security.
- Utilities have been increased by $98,005 this year to adjust for green power investments and to reflect increases in water and sewer expenses.

- ARFF has been increased by $405,824 to include COVID-19 specific response items such as spraying in the terminal.
- Tower maintenance has been adjusted by $79,146 to include replacing HVAC and converting the tower to natural gas

In allocating costs to the cost centers, staff again reviewed staff hours dedicated to the centers as well as the budgeted costs associated with each indirect cost center. This was compared with the prior year's percentages to determine what if any adjustments were needed. The expenses for the indirect cost centers excluding administrative expenses were allocated to the direct cost centers based on this analysis. After those direct and indirect costs were allocated to the direct cost centers, administrative expenses were allocated based on the total actual direct and indirect costs for each cost center. This same method was used to allocate administration payroll to the direct cost centers. The overall budget numbers and percentages of the FY 2020/2021 budget for allocation purposes can be found on the following table.

	Proposed Budget Operating Expense FY 2020-21	Airfield		Landside		Terminal		Other Buildings & Grounds		Environmental		Community Outreach	
Payroll	4,934,100	29%	1,430,889	24%	1,184,184	30%	1,455,559	6%	305,914	4%	172,693	8%	384,860
Administrative Expense	2,188,590	35%	766,007	20%	437,718	32%	700,349	10%	218,859	1%	21,886	2%	43,772
Utilities	591,650	20%	118,330	15%	88,748	55%	325,408	5%	29,583	5%	29,583	0%	0
Snow Removal Expense/other	384,726	70%	269,308	25%	96,182	0%	0	5%	19,236	0%	0	0%	0
Equipment (non-capital) Expense	233,450	23%	53,694	11%	25,680	35%	81,708	13%	30,349	18%	42,021	0%	0
Customer & Employee Relations	200,725	0%	0	0%	0	0%	0	0%	0	5%	10,036	95%	190,689
Environmental Planning & Ops	715,548	2%	14,311	5%	35,777	5%	35,777	0%	0	80%	572,438	8%	57,244
R & M - Building	1,644,934	0%	0	10%	164,493	80%	1,315,947	10%	164,493	0%	0	0%	0
R & M - Operations	516,144	30%	154,843	10%	51,614	30%	154,843	10%	51,614	10%	51,614	10%	51,614
R & M - Vehicles	315,165	40%	126,066	30%	94,550	10%	31,517	5%	15,758	15%	47,275	0%	0
Security Operations	204,500	30%	61,350	30%	61,350	30%	61,350	10%	20,450	0%	0	0%	0
QTA Operations	262,909	0%	0	0%	0	0%	0	100%	262,909	0%	0	0%	0
ARFF	545,400	75%	409,050	10%	54,540	10%	54,540	5%	27,270	0%	0	0%	0
Noise Monitoring and Fly Quiet Program	155,000	0%	0	0%	0	0%	0	0%	0	100%	155,000	0%	0
Control Tower Operation	144,000	0%	0	0%	0	0%	0	100%	144,000	0%	0	0%	0
TOTAL OPERATING EXPENSE	**13,036,841**		**3,403,847**		**2,294,835**		**4,216,998**		**1,290,436**		**1,102,547**		**728,179**

Airfield Cost Center: This cost center includes the costs associated with the airfield and air carrier apron including snow removal, aircraft rescue firefighting, operations and maintenance expenses, and utilities expenses. The budget for this cost center represents a 17% increase over the projected FY 2019/2020 amount. This is due to both a $100,970 increase in Snow Removal, and a $304,368 increase in ARFF. The increase in snow removal includes a reallocation of fuel used during winter operations to the snow removal account. There is a $216,731 increase in ARFF for emergency operations response.

Airfield			
	Amended Budget Operating Expense FY 2019-20	**Projected Operating Expense FY 2019-20**	**Proposed Budget Operating Expense FY 2020-21**
Payroll	1,384,739	1,384,739	1,430,899
Administrative Expense	722,344	783,407	766,007
Utilities	97,400	98,729	118,330
Snow Removal Expense/other	207,865	168,339	269,308
Equipment (non-capital) Expense	37,720	37,692	53,694
Customer & Employee Relations	0	0	-
Environmental Planning & Ops	13,425	12,708	14,311
R & M - Building	0	0	-
R & M - Operations	77,190	141,811	154,843
R & M - Vehicles	127,400	124,064	126,066
Security Operations	45,900	47,672	61,350
QTA Operations	0	0	-
ARFF	106,013	104,682	409,050
Noise Monitoring and Fly Quiet Program	0	0	-
Control Tower Operation	0	0	-
TOTAL OPERATING EXPENSE	**2,819,996**	**2,903,842.27**	3,403,857

Landside Cost Center: This cost center includes the expenses associated with the parking lots and roadways at the Airport. The increased in the landside cost center over projected FY 2019/2020 is 9%. Snow removal expense increased $36,061 due to the reclassification of fuel used during winter operations into this account. There were not any other significant adjustments to the landside cost center for FY 2020/2021.

Landside			
	Amended Budget Operating Expense FY 2019-20	**Projected Operating Expense FY 2019-20**	**Proposed Budget Operating Expense FY 2020-21**
Payroll	1,145,991	1,145,991	1,184,184
Administrative Expense	412,768	447,661	437,718
Utilities	73,050	74,047	88,748
Snow Removal Expense/other	74,238	60,121	96,182
Equipment (non-capital) Expense	18,040	18,027	25,680
Customer & Employee Relations	0	0	-
Environmental Planning & Ops	33,563	31,771	35,777
R & M - Building	99,551	126,057	164,493
R & M - Operations	25,730	47,270	51,614
R & M - Vehicles	95,550	93,048	94,550
Security Operations	45,900	47,672	61,350
QTA Operations	0	0	-
ARFF	14,135	13,958	54,540
Noise Monitoring and Fly Quiet Program	0	0	-
Control Tower Operation	0	0	-
TOTAL OPERATING EXPENSE	**2,038,515**	**2,105,621.65**	**2,294,835**

Terminal: Included in the terminal cost center are all costs associated with the terminal building including operations and maintenance, custodial, utilities, baggage system and certain security items related to access control (cameras, doors, alarms). Increases in this cost center budget include building repair, maintenance and utilities. The terminal cost center increased over projected budget 2019/2020 by 12% or $464,706. R&M Building is the largest adjustment of $307,492. This account was adjusted to allow for the continued investment in facilities and avoid deferred maintenance.

Terminal			
	Amended Budget Operating Expense FY 2019-20	**Projected Operating Expense FY 2019-20**	**Proposed Budget Operating Expense FY 2020-21**
Payroll	1,432,488	1,432,488	1,455,559
Administrative Expense	660,429	716,258	700,349
Utilities	267,850	271,504	325,408
Snow Removal Expense/other	0	0	-
Equipment (non-capital) Expense	57,400	57,357	81,708
Customer & Employee Relations	0	0	-
Environmental Planning & Ops	33,563	31,771	35,777
R & M - Building	796,407	1,008,455	1,315,947
R & M - Operations	77,190	141,811	154,843
R & M - Vehicles	31,850	31,016	31,517
Security Operations	45,900	47,672	61,350
QTA Operations	0	0	-
ARFF	14,135	13,958	54,540
Noise Monitoring and Fly Quiet Program	0	0	-
Control Tower Operation	0	0	-
TOTAL OPERATING EXPENSE	**3,417,212**	**3,752,291.05**	**4,216,997**

Other Buildings and Grounds: This cost center includes the Airport owned hangars, Control Tower, and the new QTA rental car wash facilities. Like the terminal cost center, significant expenses in this cost center include operations and maintenance for these buildings, custodial, non-capital equipment expenses, and utilities. This cost center represents a 17% increase over the projected FY 2019/2020 amount. The most significant change is in R&M Building. Similar to the Terminal cost center, the adjustments made to this account will allow for reinvestment in these facilities.

Other Buildings & Grounds			
	Amended Budget Operating Expense FY 2019-20	**Projected Operating Expense FY 2019-20**	**Proposed Budget Operating Expense FY 2020-21**
Payroll	286,498	286,498	305,914
Administrative Expense	206,384	223,831	218,859
Utilities	24,350	24,682	29,583
Snow Removal Expense/other	14,848	12,024	19,236
Equipment (non-capital) Expense	21,320	21,304	30,349
Customer & Employee Relations	0	0	-
Environmental Planning & Ops	0	0	-
R & M - Building	99,551	126,057	164,493
R & M - Operations	25,730	47,270	51,614
R & M - Vehicles	15,925	15,508	15,758
Security Operations	15,300	15,891	20,450
QTA Operations	262,909	256,284	262,909
ARFF	7,068	6,979	27,270
Noise Monitoring and Fly Quiet Program	0	0	-
Control Tower Operation	75,100	64,854	144,000
TOTAL OPERATING EXPENSE	**1,054,982**	**1,101,180.95**	1,290,436

Environmental: This past year the airport has made significant progress in environmental initiatives. The intention this year is to continue to work on the previously established initiatives. This is reflected in a 9% increase in Environmental Planning & Ops, equivalent to $91,170. Additionally, the airport has ongoing investments in noise monitoring and the Fly Quiet Program which are included in this cost center.

Environmental			
	Amended Budget Operating Expense FY 2019-20	**Projected Operating Expense FY 2019-20**	**Proposed Budget Operating Expense FY 2020-21**
Payroll	193,386	190,998	172,693
Administrative Expense	20,638	22,383	21,886
Utilities	24,350	24,682	29,583
Snow Removal Expense/other	0	0	-
Equipment (non-capital) Expense	29,520	29,498	42,021
Customer & Employee Relations	9,446	11,597	10,036
Environmental Planning & Ops	537,005	508,340	572,438
R & M - Building	0	0	-
R & M - Operations	25,730	47,270	51,614
R & M - Vehicles	47,775	46,524	47,275
Security Operations	0	0	-
QTA Operations	0	0	-
ARFF	0	0	-
Noise Monitoring and Fly Quiet Program	155,000	130,083	155,000
Control Tower Operation	0	0	-
TOTAL OPERATING EXPENSE	**1,042,850**	**1,011,376.29**	1,102,546

Community Outreach: Community outreach has been increased 4% this year over projected 2019/2020. There were reductions in customer and employee relations through reduced initiatives and the need for outreach due to lower activity levels. As indicated in the table below, the majority of the cost in this cost center is payroll expense which includes the airport PIO and hosts which are paid out of this cost center as well as a portion of other staff salaries that have been allocated to community outreach.

Community Outreach			
	Amended Budget Operating Expense FY 2019-20	**Projected Operating Expense FY 2019-20**	**Proposed Budget Operating Expense FY 2020-21**
Payroll	331,860	334,247	384,860
Administrative Expense	41,277	44,766	43,772
Utilities	0	0	-
Snow Removal Expense/other	0	0	-
Equipment (non-capital) Expense	0	0	-
Customer & Employee Relations	179,478	220,346	190,689
Environmental Planning & Ops	53,700	50,834	57,244
R & M - Building	0	0	-
R & M - Operations	25,730	47,270	51,614
R & M - Vehicles	0	0	-
Security Operations	0	0	-
QTA Operations	0	0	-
ARFF	0	0	-
Noise Monitoring and Fly Quiet Program	0	0	-
Control Tower Operation	0	0	-
TOTAL OPERATING EXPENSE	**632,045**	**697,463.84**	728,179

Security Operations Budget
The airport continues to reflect all security operations in a separate enterprise center. Expenses include the provision of security screening services, night security, and the costs associated with the Town of Jackson Law Enforcement Officer agreement. This is reflected in the security operations budget presented below.

July 2019 - June 2020 Security Operations Budget

Revenues		**FYE 21**
TSA Security		7,350,482
TSA LEO		120,000
Security Badges		19,825
	Total Revenues	7,490,307
Expenses		
Security Payroll		(7,034,577)
TOJ LEO		(10,000)
Claims		(100,000)
Consumables		(92,935)
Night Security		(553,635)
	Total Expenses	(7,791,147)
Net Loss		(300,840)

DRAFT

Fuel Farm Operations Budget

The fuel farm operating budget is presented below. The Board continues to operate the fuel farm itself and all fuel farm expenses which have been included in the fuel farm budget include: 2 FTEs, fuel purchase expense, maintenance, glycol trucking expenses, and insurance. Revenues include fuel sales (at cost), administration fees, and fuel facility use fees ($0.25/gallon). Fuel farm activity has been adjusted to reflect projected activity for FY 2020/2021.

July 2020 - June 2021 Fuel Farm Budget Estimate

Revenues	**Total FY 2021**
Fuel Revenue w/o fuel fees Jet A	16,459,765
Fuel Revenue w/o fuel fees AvGas	66,832
Customer Facility Fees $0.05/gal (Jet A)	396,132
Customer Facility Fees $0.05/gal (AvGas)	868
Fuel Facility Fees $0.20/gal (Jet A)	1,584,528
Fuel Facility Fees $0.20/gal (AvGas)	3,472
Unleaded Gas Revenue	359,433
Unleaded Gas Administration	53,915
Dyed Diesel Revenue	153,870
Dyed Diesel Administration	23,081
Glycol T-I Revenue	-
Glycol T-I Administration	-
Glycol T-IV Revenue	-
Glycol T-IV Administration	-
Glycol Disposal Revenue	282,500
Expenses	
Fuel Expense JetA	16,459,765
Fuel Expense AvGas	66,832
Fuel Expense AvGas	359,433
Fuel Expense UnleadedGas	153,870
Fuel Expense DyedDiesel	-
Fuel Expense Glycol T-I	-
Fuel Expense Glycol T-IV	251,650
(Gain)/Loss on Fluctuation AvGas	80,000
(Gain)/Loss on Fluctuation UnleadedGas	4,000
(Gain)/Loss on Fluctuation DyedDiesel	16,000
(Gain)/Loss on Fluctuation Glycol T-I	282,500
(Gain)/Loss on Fluctuation Glycol T-IV	8,274
Labor (2 FTE)	76,834
Maintenance & Overhead	6,180
Training	10,000
LAS Contract (training/calibration)	10,000
Glycol Disposal Expense	281,880
Trucking Expense (demurrage)	8,274
Insurance	76,834
Fire Sprinkler/Extinguisher/HVAC	6,000
Capital Expenses	-
Contingency Fees	10,000
Sub-Total	
Revenues	19,384,394
Expenses	17,785,337
Funds available for debt service	1,599,057
Interest / Principal Loan Payment	1,038,021
Net Gain	561,037

Debt
There are no new debt issues anticipated for FY 2020/2021. All bonds issued by the Airport Board are "revenue bonds" because they finance income-producing projects and payment of principal and interest on the bonds is secured by a specified revenue source. As required in the individual bond documents the Board holds sufficient funds as restricted cash to cover one year of debt service as well as other restricted cash investments to meet debt service requirements. For the FY 2020/2021 the Board intends to retire the BOW – Terminal Bag Claim bond and the FIB Terminal Refinance bond.

	Annual Source	Annual Payment
FIB - Terminal Refinance		-756,105
FIB - Rental Car QTA		-1,562,524
BOW - Terminal Bag Claim		-250,817
BOW - Fuel Farm		-1,038,021
Additional Payment to Retire Loans		-1,079,562
Total Bond Payments		-4,687,028
Paid with PFC	1,006,921	
Paid with CFC	1,562,524	
Paid with Flow Fee	1,038,021	
Paid with CARES Grant	1,079,562	
Total Bond Sources	4,687,028	
Difference Payments/Sources		0

Capital Plan
Capital expenses such as equipment purchases, and construction costs are funded through the Capital Improvement Program (CIP). Capital funds include the Federal Airport Improvement Program (AIP), state grant funds, Passenger Facility Charges (PFCs) and rental car Customer Facility Charges (CFCs). The CIP is developed each year and updated throughout the year as funding becomes available and projects change priority. The CARES Grant provides opportunity to continue reinvesting in the facility and to position the airport for future funding and projects. Items in the capital list for FY 2020/2021 include:

- Runway rehabilitation project ($25,000,000)
- Wildlife hazard management plan ($120,000)
- Complete the automated exit lane project ($500,000)
- Design the checkpoint remodel ($700,000)
- Design the restaurant remodel ($1,000,000)
- Purchase firetruck ($300,000)
- Purchase snow removal equipment ($700,000)
- Terminal upgrades including replace carpet, furniture, paint and lighting in the hold room ($1,420,000)

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne DeVries Robinson

MEETING DATE: May 4, 2020

SUBJECT: **Travel and Tourism Board Budget**

STATEMENT/PURPOSE

The Joint Powers Agreement between the Town and County requires Town Council and County Commission approval of the Travel and Tourism budget and operating plan.

BACKGROUND/ALTERNATIVES

The Joint Powers Agreement between the Town and County indicates that the Travel and Tourism Board must submit their budget and operating plan no later than May 15th of each year to the Town Council and the County Commissioners. The budget and operating plan is then subject to review, alteration, modification or revision, and approval by the Town Council and the Board of County Commissioners.

The purpose of this agenda item is for the Town Council and County Commission to receive the budget and consider whether they are ready to adopt the budget as proposed, ask questions and discuss any issues of concern, or whether they would like to postpone discussion on the budget until the June 3 Joint Information Meeting.

An excerpt from the JPA is below:

> 8(e) Budget Approval. The Budget and operating plan shall be reviewed and approved by the parties. The Board shall submit their proposed budget and operating plan to the parties no later than May 15 of every year.

As noted in the budget, the Travel and Tourism Board does not receive any direct funding from the Town of Jackson or Teton County, only from the 60% of the lodging tax that is dedicated to promotion. Representatives from the Travel and Tourism Board will be at the meeting to answer questions.

The Town Council and County Commission have many options available to them in regards to this discussion of the Travel and Tourism Board Budget.

1. Adopt the proposed budget as part of the consent calendar.
2. Pull the budget off the consent calendar, ask questions, and then either adopt or postpone action on the budget.
3. Ask the Executive Director for further information or clarification of issues to be presented at the June 3, Joint Information Meeting.
4. Alter, modify and revise the budget and ask the Travel and Tourism Board to come back and present their changes to the Town Council and County Commission at the June 3 Joint Information Meeting.
5. Other

COMPREHENSIVE PLAN ALIGNMENT

Airport operations directly contribute to Section 6 under Quality of Life related to a Diverse and Balanced

Economy. This section discusses the need to expand our approach to tourism to develop it as a more sustainable year-round economic sector. Attracting tourists as well as second home owners to the community year-round utilizes existing capacity to create greater investment in the community while limiting additional impacts to our ecosystem. Policy 6.1.b discusses promoting eco-tourism that promotes energy efficient and low impact enjoyment of the ecosystem having an expanded role in the overall tourism sector. Policy 6.2.a. discusses enhancing tourism as the basis of the economy. Strategies that support the activities of the Travel and Tourism Board include 6.1.S.1. Marketing the community as a "green" location to visit, live and work, and promoting businesses based on eco-tourism, 6.2.S.1. Exploring cultural tourism and other opportunities to fill existing capacity for lodging accommodations and services during shoulder seasons, 6.2.S.2. Expanding tourism promotion to encourage longer stays and increased spending by visitors to the community, second homeowners and retirees.

STAKEHOLDER ANALYSIS

The stakeholders involved include all business that benefit from tourism promotion in the community, residents of the community that receive core services from the Town and County that are not competing with tourism promotion for general fund monies, and the Town and County governments working to provide stable funding for core services out of general fund monies while still having funds dedicated to promotion out of the lodging tax.

FISCAL IMPACT

The Town and County do not provide any additional funding to the Travel and Tourism Board. Promotional spending approved by the Travel and Tourism Board does have a positive fiscal impact on the Town and County in terms of sales and lodging tax funding.

STAFF IMPACT

None.

LEGAL REVIEW

Not applicable.

ATTACHMENTS

FY20 Budget, Memo, and Tax Collection Projection Document.

RECOMMENDATION

Staff recommends the Town Council and County Commission consider the budget for the Travel and Tourism Board and determine whether they are ready to adopt the budget as presented, pull the budget off of the consent calendar and discuss the budget, or whether they would like to continue action on the budget to the June 3 Joint Information Meeting.

SUGGESTED MOTION

Should the Council and Commission be ready to adopt the budget as presented, the motion would be:

I move to approve the proposed budget for the Travel and Tourism Board as presented.

Jackson Hole Travel & Tourism Board
Fiscal Year 2021 Budget Detail
4-28-20

Revenue: The JHTTB is anticipating a tax revenue of **$2,381,742** for FY 2021**.** This represents a reduction of 38.9% from forecasted FY20 actuals. Almost $2 million less than we budgeted for this year. This is based on an analysis on tax collections in Teton County based on several industry forecasts including Tourism Economics and STR. The collection numbers are actuals through February 2020. The remainder of FY20 is a forecast based on current trends. The proposed budget today is based on a slower recovery model.

Visitor Services/Destination Sales, JH Chamber: **$652,209**
This funding is required as part of the JHTTB Joint Powers agreement. This represents a 17.3% reduction from last fiscal's budgeted amount. This reduction includes reducing the number of visitor service agents and reducing the amount of travel and trade show attendance for FY'21.

Contract Advertising: **$1,947,350**
This budget item reflects a slight increase of 5.7% in spending due to a new line item allocating $450,000 to a Destination Relaunch campaign. These funds will potentially be used to create a campaign to kick-start the local economy when the time is right, and it is deemed safe to travel to Jackson again. This amount will be used to fund the national advertising agency's campaign in phases to promote visitjacksonhole along with the local social media firm's efforts to provide all social media elements of the campaign. Some campaign relaunch marketing messaging will include responsible tourism messaging centered around safe travel and safe openings. This will be done in phases.

Tourism Master Plan: The board had agreed at the January retreat to fund a tourism master plan in the amount of $225,000. This plan was to be executed in phases with phase one consisting of visitor sentiment research and local sentiment research. In light of the pandemic, this research will not be valid at this time, so the board has tabled this project until next fiscal.

Local Marketing partnerships: $265,200
This category of funding saw the greatest increase in budget, 120% increase, primarily in an area called community marketing stimulus. In order to open the community safely and responsibly it has been discussed that this will be done in phases and start small. One way to effectively support this is to support local businesses' marketing efforts to kick-start their business openings while communicating to their customers that they are ready for business. This area also includes continuing partnerships with JH Nordic Alliance, and a new program with the Jackson Hole Wildlife Foundation, "Being Wild" which encourage citizen science and highlights wildlife conservation and science as a primary destination differentiation.

Board PR, Advertising & Marketing: $100,000
Marketing Opportunities & PR: This number was reduced slightly, -11.5% as some of the press events and fam trips will be delayed or reduced. These events occur locally and target key flight markets. The JHTTB contracts with local firms to host media writers during the shoulder season. Funding in this area also includes partnership programs to fund early regional marketing initiatives.

Remaining Marketing Opportunities: $353,399
Differed air credit: $3,800. This represents air credit dollars credited to travelers who cancelled their reservation in March 2020 due to Covid-19. These credits have been rolled over to apply towards next winter's travel.

Destimetrics is a service that measures occupancy rates; average daily rates and provides competitive resort information. This is needed to establish and report our occupancy results. We've increased the number of properties reporting in, including some vacation rental properties to gather more statistically relevant data.

Ads, Promo, PR and Marketing: This covers local communications, local ads for announcements, community workshops, event funding guidelines, RFP's and local initiatives.

Libris Library: This initiative creates FREE community photo assets in a Photoshelter shared photo library that can be used now and into the future.

Travel Incentive Program: This number was decreased slightly to reflect actual usage and anticipated reduction in air travel next year. Multiple sources indicated that air travel demand will be soft in FY'21 as consumer confidence is down concerning safe air travel. Most studies indicated that consumers will not begin flying again for 6-8 months. This program funds airline travel packages that offer incentives to potential visitors to book a trip to Jackson Hole. The trip must be a package that includes air, lodging and at least one activity, i.e. skiing, dogsledding.

Events: $259,483
This category reflects the largest decline, (-62%) in the budget as we do not anticipate events recovering or occurring at the previous rate for some time. The largest decline will be seen with large events. If and when it is safe to host larger events, the board has placed money into budgeted reserves and can tap into that if necessary.

Community Event Coordinator: The JHTTB provides funding for this part time position executed by the Events Director at the Chamber to act as liaison to TTB for event funding, provide coordination of major events in the community and coordinate the calendar as well as timing of events. This number remains the same as this position will now assist in the community marketing stimulus grant funding process.

Community Event Grants: The funding in this category has been reduced substantially as we don't anticipate events occurring at nearly the level of this past year due to new safety measures in place as a result of Covid-19. SHIFT funding will come out of this bucket.
Large Event funding: The board has not allocated funds for large events but will tap into reserves once it is deemed safe to host large events.

General and Administrative: $216,480
This is general operating expense for the TTB including Professional Services, which encompasses the Executive Director's consulting fee, Fiscal Manager fees, (accounting firm), printing of annual report, county website management fees, (4JH), insurance and bonding fees. This number increased by 16% to reflect overlap with training a new Executive Director if needed.

Reserve Expenditure: $350,000
The reserves are in place to be used for large event funding, should the destination be deemed safe to host large events, added funds to the travel incentive program, should air travel rebound more quickly and any other opportunities that are presented as the local economy recovers. This number reflects less than 10% of overall budgeted expenditures.

Revenue over Expenditure: -$1,759,879
Fortunately, the JHTTB has accumulated a healthy reserve over the past 8 years as a safety measure for extraordinary circumstances. These are extraordinary circumstances. Because of our past reserves, we are able to spend more than our anticipated revenue and still have ending reserves. The projections we have laid out are based on a slow recovery, and if the local economy recovers more quickly bringing in more lodging tax than anticipated, we will not have to spend as much as outlined.

Anticipated Ending Reserves: $687,271
This number could change based on how slowly or quickly our local economy returns.

Sustainability: Although there is not a designated line item towards this, sustainability is taken into account with all of the JHTTB funding decisions. Due to the pandemic, our first priority is safe travel and safely opening the community. Sustainability marketing will continue and become a priority when the visitor feels that our destination is safe to visit. Responsible travel and tourism will be our leading message until consumer confidence grows. We will continue with on- the-ground initiatives at visitor services areas around town to include the six tenants of Keep JH Wild to provide examples of what we as a community value and hope that they will adopt while here and when they return to their communities. These tenants may expand to responsible visitation during the pandemic. The board will continue to incorporate sustainable initiatives and requirements in all of the event funding guidelines

Jackson Hole Travel and Tourism - Joint Powers Board FY21

FY 2021 Budget July 1, 2020 - June 30, 2021

		Variance	Budget FY21	Forecast FY20 (updated Rev as of 4/8/20)	Budget FY20
			2020/2021	2019/2020	2019/2020
Projected/Actual Revenue			$2,381,742	$3,897,934	$4,471,652
Sub Total			$2,381,742	$3,897,934	$4,471,652
Total Available funds		-38.90%	**$2,381,742**	**$3,897,934**	**$4,471,652**
Visitor Services/Chamber					
Visitor Services	$392,209		$392,209	$484,398	$484,398
ination Marketing Services/Tradeshow & Conferences	$260,000		$260,000	$304,940	$304,940
Total JH Chamber	**$652,209**	-17.37%	**$652,209**	**$789,338**	**$789,338**
Contract Advertising		5.73%	**$1,947,350**	**$1,841,854**	**$1,900,000**
Retainer / Agency marketing Fee C+M	$347,400				
Social Media, (NTM)	$82,950				
Production, Hard Costs & Other	$120,000				
Destination Relaunch	$450,000				
Media (Fall)	$125,000				
Media (Winter)	$700,000				
Media (Spring)	$75,000				
Community workshops	$5,000				
Influencer/Ambassador Program	$20,000				
Research	$0				
Local Launch	$0				
Contingency	$0				
Travel	$15,000				
Annual Report	$7,000				
Winter 2019-20 photo asset library	$0				
TOTAL	**$1,947,350**				
Remaining Contract Advertising to Allocate	**$0**				
Tourism Master Plan			**$0**		
TOTAL	**$0**				
Remaining Contract Advertising to Allocate	**$0**				
Local Marketing Partnerships		120.71%	**265,200**	**120,159**	**175,000**
Nordic Alliance	$25,200				
Being Wild	$40,000				
Community Marketing Stimulus	$200,000				
TOTAL	**$265,200**				
Remaining Local Marketing Partnerships to Allocate	**$0**				
Board/PR/Advertising		18.26%	**453,399**	**383,399**	**535,000**
Marketing Opportunities & PR	**$100,000**				
TOTAL	**$0**				
Remaining Marketing Opportunities & PR	**$100,000**	-11.50%	100,000	113,000	125,000
Cen Res Package Incentive & Local Ads	**$353,399**				
Differed Air Credit	$3,800				
Destimetrics	$25,000				
Ads, Promos, PR and Marketing Local	$15,000				
Libris library	$9,599				
Travel Incentive Program	$300,000			220,800	360,401
TOTAL	**$353,399**	30.70%	353,399	270,399	410,000
Remaining Cen Res Package Incentives & Local Ads	**$0**				
Remaining Board/PR/Advertising to Allocate	**$100,000**				
Events					
Community Event/Grant Coordinator	$59,483		$59,483	$59,483	$59,483
Event Marketing Grants	$200,000		$200,000	$350,000	$350,000
			$0	200,000	$300,000
			$0	75,000	$85,000
Total Events	**$259,483**	-62.09%	**$259,483**	**$684,483**	**$794,483**

Jackson Hole Travel and Tourism - Joint Powers Board FY21

FY 2021 Budget July 1, 2020 - June 30, 2021

		Variance	Budget FY21	Forecast FY20 (updated Rev as of 4/8/20)	Budget FY20
			2020/2021	2019/2020	2019/2020
General and Administrative					
Postage	$155		$155	$150	$150
Office Supplies	$2,575		$2,575	$2,500	$2,500
Printing Annual Report	$10,815		$10,815	$10,500	$10,500
Fiscal Manager	$41,200		$41,200	$40,000	$40,000
Legal	$0		$0	$0	$0
Professional Services	$125,191		$125,191	$97,236	$97,236
Office space	$8,652		$8,652	$8,400	$8,400
Meeting Expense	$8,240		$8,240	$8,000	$8,000
Insurance	$1,730		$1,730	$1,680	$1,680
Bonding	$1,082		$1,082	$1,050	$1,050
Audit	$1,545		$1,545	$1,500	$1,500
Teton County Web Site	$1,854		$1,854	$1,800	$1,800
Bank Fees	$52		$52	$50	$50
Miscellaneous	$5,150		$5,150	$5,000	$5,000
T&E	$8,240		$8,240	$8,000	$8,000
Total General and Administrative	**$216,480**	16.47%	**$216,480**	**$185,866**	**$185,866**
SUB-TOTAL EXPENDITURES		-5.27%	**$3,794,121**	**$4,005,099**	**$4,379,687**
Reserves					
Budgeted Reserve Expenditure	**$350,000**				
Unallocated	**$350,000**				
Allocated	**$0**				
BUDGETED RESERVE EXPENDITURES			**$350,000**	**$18,000**	**$350,000**
TOTAL EXPENDITURES		3.01%	**$4,144,121**	**$4,023,099**	**$4,729,687**
INVESTMENT INCOME			**$2,500**	**$2,500**	**$2,500**
REVENUE OVER (UNDER) EXPENDITURES			**($1,759,879)**	**($122,665)**	**($255,535)**

	Budget FY21	Forecast FY20	Budget FY20
Projected Reserves	**$2,447,150**	**$2,569,815**	**$2,569,815**
Anticipated Ending Reserves	**$687,271**	**$2,447,150**	**$2,314,280**

TAX COLLECTION ANALYSIS & IMPACTS															
			Jul-17	**Aug-17**	**Sep-17**	**Oct-17**	**Nov-17**	**Dec-17**	**Jan-18**	**Feb-18**	**Mar-18**	**Apr-18**	**May-18**	**Jun-18**	**Total**
	FY18	Total Receipts	$1,226,219.63	$1,302,107.47	$1,097,088.97	$416,786.17	$130,948.93	$387,165.72	$482,770.50	$518,856.05	$437,159.53	$168,809.98	$323,949.87	$1,096,755.15	$7,588,617.97
	FY18	TTB	$735,731.78	$781,264.48	$658,253.38	$250,071.70	$78,569.36	$232,299.43	$289,662.30	$311,313.63	$262,295.72	$101,285.99	$194,369.92	$658,053.09	$4,553,170.78
	FY18	Visitor Impact	$367,865.89	$390,632.24	$329,126.69	$125,035.85	$39,284.68	$116,149.72	$144,831.15	$155,656.82	$131,147.86	$50,643.00	$194,369.92	$658,053.09	$2,276,585.39
	FY18	General Fund	$122,621.96	$130,210.75	$109,708.90	$41,678.62	$13,094.89	$38,716.57	$48,277.05	$51,885.61	$43,715.95	$16,881.00	$32,394.99	$109,675.52	$758,861.80
			Jul-18	**Aug-18**	**Sep-18**	**Oct-18**	**Nov-18**	**Dec-18**	**Jan-19**	**Feb-19**	**Mar-19**	**Apr-19**	**May-19**	**Jun-19**	**Total**
	FY19	Total Receipts	$1,194,260.68	$1,158,899.23	$1,137,493.78	$535,741.73	$149,841.18	$340,674.45	$513,798.25	$568,463.33	$531,246.30	$159,376.27	$309,427.63	$987,735.73	$7,586,958.58
	FY19	TTB	$716,556.41	$695,339.54	$682,496.27	$321,445.04	$89,904.71	$204,404.67	$308,278.95	$341,078.00	$318,747.78	$95,625.76	$185,656.58	$592,641.44	$4,552,175.15
	FY19	Visitor Impact	$358,278.21	$347,669.77	$341,248.14	$160,722.52	$44,952.36	$102,202.34	$154,139.48	$170,539.00	$159,373.89	$47,812.88	$92,828.29	$296,320.72	$2,276,087.58
	FY19	General Fund	$119,426.07	$115,889.92	$113,749.38	$53,574.17	$14,984.12	$34,067.45	$51,379.83	$56,846.33	$53,124.63	$15,937.63	$30,942.76	$98,773.57	$758,695.86
			Jul-19	**Aug-19**	**Sep-19**	**Oct-19**	**Nov-19**	**Dec-19**	**Jan-20**	**Feb-20**	**Mar-20**	**Apr-20**	**May-20**	**Jun-20**	**Total**
Actuals	FY20	Total Receipts	$1,247,568.12	$1,300,061.92	$1,411,814.07	$383,765.65	$134,643.87	$385,639.58	$477,381.23	$630,160.28	$265,623.15	$15,937.63	$46,414.15	$197,547.15	$6,496,556.79
through	FY20	TTB	$748,540.87	$780,037.15	$847,088.44	$230,259.39	$80,786.32	$231,383.75	$286,428.74	$378,096.17	$159,373.89	$9,562.58	$27,848.49	$118,528.29	$3,897,934.07
Feb-20	FY20	Visitor Impact	$374,270.44	$390,018.58	$423,544.22	$115,129.70	$40,393.16	$115,691.88	$143,214.37	$189,048.09	$79,686.95	$4,781.29	$13,924.24	$59,264.14	$1,948,967.04
Collection	FY20	General Fund	$124,756.81	$130,006.19	$141,181.41	$38,376.57	$13,464.39	$38,563.96	$47,738.12	$63,016.03	$26,562.32	$1,593.76	$4,641.41	$19,754.71	$649,655.68
		YOY % Change	4.46%	12.18%	24.12%	-28.37%	-10.14%	13.20%	-7.09%	10.85%					-14.37%
		COVID-19 Impact									-50.00%	-90.00%	-85.00%	-80.00%	
			Jul-20	**Aug-20**	**Sep-20**	**Oct-20**	**Nov-20**	**Dec-20**	**Jan-21**	**Feb-21**	**Mar-21**	**Apr-21**	**May-21**	**Jun-21**	**Total**
Forecast	FY21	Total Receipts	$623,784.06	$975,046.44	$1,058,860.55	$307,012.52	$107,715.09	$308,511.67	$358,035.93	$504,128.23	$424,997.04	$127,501.01	$247,542.11	$790,188.59	$5,833,323.22
Quick	FY21	TTB	$374,270.44	$585,027.86	$635,316.33	$184,207.51	$64,629.06	$185,107.00	$214,821.56	$302,476.94	$254,998.22	$76,500.61	$148,525.26	$474,113.15	$3,499,993.93
Recovery	FY21	Visitor Impact	$187,135.22	$292,513.93	$317,658.17	$92,103.76	$32,314.53	$92,553.50	$107,410.78	$151,238.47	$127,499.11	$38,250.30	$74,262.63	$237,056.58	$1,749,996.97
	FY21	General Fund	$62,378.41	$97,504.64	$105,886.06	$30,701.25	$10,771.51	$30,851.17	$35,803.59	$50,412.82	$42,499.70	$12,750.10	$24,754.21	$79,018.86	$583,332.32
		COVID-19 Impact	-50.00%	-25.00%	-25.00%	-20.00%	-20.00%	-20.00%	-25.00%	-20.00%	-20.00%	-20.00%	-20.00%	-20.00%	
														YOY % Change	-10.21%
			Jul-20	**Aug-20**	**Sep-20**	**Oct-20**	**Nov-20**	**Dec-20**	**Jan-21**	**Feb-21**	**Mar-21**	**Apr-21**	**May-21**	**Jun-21**	**Total**
Forecast	FY21	Total Receipts	$311,892.03	$390,018.58	$564,725.63	$172,694.54	$67,321.93	$212,101.77	$328,830.88	$403,608.97	$398,434.73	$121,125.96	$238,259.28	$760,556.51	$3,969,570.80
Delayed	FY21	TTB	$187,135.22	$234,011.15	$338,835.38	$103,616.73	$40,393.16	$127,261.06	$197,298.53	$242,165.38	$239,060.84	$72,675.58	$142,955.57	$456,333.91	$2,381,742.48
Recovery	FY21	Visitor Impact	$93,567.61	$117,005.57	$169,417.69	$51,808.36	$20,196.58	$63,630.53	$98,649.26	$121,082.69	$119,530.42	$36,337.79	$71,477.78	$228,166.95	$1,190,871.24
	FY21	General Fund	$31,189.20	$39,001.86	$56,472.56	$17,269.45	$6,732.19	$21,210.18	$32,883.09	$40,360.90	$39,843.47	$12,112.60	$23,825.93	$76,055.65	$396,957.08
		COVID-19 Impact	-75%	-70%	-60%	-55%	-50%	-45%	-36%	-29%	-25%	-24%	-23%	-23%	
														YOY % Change	-38.90%
		Toursim Econ/STR	-75%	-70%	-60%	-55%	-50%	-45%	-36%	-29%	-25%	-24%	-23%	-23%	

	Calendar Year	**TTB Receipts**	**YOY Change**
Actual	2019	$4,760,124.43	
Forecast Quick	2020	$3,008,396.35	-37%
Forecast Delayed	2020	$2,011,090.84	-58%
Forecast Aggressive	2021	$4,903,686.04	63%
Forecast Conservative	2021	$2,755,194.45	37%

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Roxanne Robinson

MEETING DATE: May 4, 2020

SUBJECT: **Energy Conservation Works (ECW) FY20 Budget**

STATEMENT/PURPOSE
The Town Council and County Commission must approve the ECW budget on an annual basis.

BACKGROUND/ALTERNATIVES
The ECW budget for FY2021 is attached to this staff report. An excerpt from the Joint Powers Agreement is listed below

(d) Budget Approval. The Budget shall be reviewed and approved by the Town Council and the Board of County Commissioners. The Board shall submit their proposed budget to the parties no later than May 15 of every year.

The purpose of this agenda item is for the Town Council and County Commission to receive the budget and consider whether they are ready to adopt the budget as proposed, ask questions and discuss any issues of concern, or whether they would like to postpone discussion on the budget until the June 1 Joint Information Meeting.

Phil Cameron of ECW will be at the meeting to answer questions.

The Town Council and County Commission have many options available to them in regards to this discussion of the ECW Budget.
1. Adopt the proposed budget as presented.
2. Ask questions, and then either adopt or postpone action on the budget.
3. Ask the ECW Executive Director for further information or clarification of issues to be presented at the June 1, Joint Information Meeting.
4. Alter, modify and revise the budget and ask ECW to come back and present their changes to the Town Council and County Commission at the June 1 Joint Information Meeting.
5. Other

COMPREHENSIVE PLAN ALIGNMENT
ECW operations are in direct alignment with Section 2 of Common Value #1, Ecosystem Stewardship as it relates to Climate Sustainability through Energy Conservation. Principles 2.1 and 2.4 regarding the reduced consumption of non-renewable energy and the increase in energy efficiency in buildings is what ECW is all about.

STAKEHOLDER ANALYSIS
The stakeholders involved in this issue include the Town, County and Lower Valley Energy as partners in this initiative, those participants in any of the ECW programs that have reduced their energy bills through efficiency, and all of the customers of Lower Valley Energy that enjoy the benefits of avoided costs or higher energy bills system wide.

FISCAL IMPACT
The FY20 Town budget contains a request for a $35,000 allocation to this Joint Powers Board, as does the Teton County Budget.

STAFF IMPACT
None.

LEGAL REVIEW
Not applicable.

ATTACHMENTS
FY20 Budget and Memo.

RECOMMENDATION
Staff recommends the Town Council and County Commission consider the budget for ECW and determine whether they are ready to adopt the budget as presented, pull the budget off of the consent calendar and discuss the budget, or whether they would like to continue action on the budget to the June 3 Joint Information Meeting.

SUGGESTED MOTION
Should the Council and Commission be ready to adopt the budget as presented, the motion would be:

I move to approve the proposed budget for ECW as presented.

TO: Teton County, c/o The Board of Teton County Commissioners
& the Town of Jackson, c/o The Jackson Town Council
FROM: Energy Conservation Works Joint Powers Board,
Consulting Executive Director, Phillip Cameron
SUBJECT: ECW FY 2021 Budget

ECW's total proposed operating budget is **$374,500** for FY'21. This represents an 6% increase over the previous year's budget of **$353,000** which is due to shifting expenses associated with EcoFair 2020 into FY'21. Included below are notes on elements of the draft budget.

Revenue

The budget for revenue from the tri-party agreement (Lower Valley Energy, Teton County, and the Town of Jackson) remains consistent with FY'20. Requested support from Teton Conservation District was submitted at $22,500. This will be subject to final selection of programs and funding amounts by the Teton Conservation District Board through the MOA grant process.

Revenue generated from the interest-bearing residential loans is reflected as the line item – 'Interest on Residential Loans'. This item offsets the expense item 'Interest on Wy Business Council Loan', the interest payment to the State of Wyoming for the funds that power our Residential Loan Program. ECW has begun repaying these funds which are due in full in May of 2022, which explains the decrease in this line item. Overall, with the loan program term approaching a two-year limit, it is expected that throughput of loan funds will continue to decline, despite have ample funds to loan.

The CNG revenue recapture revenue derives from the $0.10/Gallon of revenue recapture associated with each gallon sold from the CNG Fueling Facility. We expect this to increase once GRTE's two CNG-fueled refuse vehicles are received through procurement.

The 'Green Power' revenue item ($130,000) derives from an agreement with Lower Valley Energy related to ECW's role in promoting their voluntary Green Power Program. Through this agreement, Lower Valley Energy provides additional financial support to ECW based on the additional Green Power commitments and volume of new Green Power purchased in kwh. This significant and recurring revenue stream provides ongoing financial support of Green Power recruitment and conversion and ECW's general programs and will strengthen ECW's financial stability for the foreseeable future. Like the revenue recapture through CNG sales, this offers a stable source of future/ongoing funding for operations. The budget item reflects a modest increase in participation, and revenue, but at a much reduce rate of growth than was realized in the past two fiscal years.

Expenditures

Expenses associated with 'Contract Staffing' of the ECW Joint Powers Board are essentially flat (+1%) for FY '20. This assumes contracted services for the Executive Director, Program Assistant(s), Financial, and Marketing services. However, if a significant reduction in revenues occurs, adjusting Program Assistant hours allows for flexible reductions in expenses.

'Interest on WY Business Council Loan' reflects the 1% interest ECW pays to the state of Wyoming on the $1,500,000 to Fund the Residential Loan Program. As outlined, with the 10-year term of this loan on the horizon, ECW has begun to pay back principal on the loan, thereby reducing our interest payment over years past.

The EcoFair costs for FY21 reflect the possibility of two EcoFair events in FY 21. Having postponed the May 9, 2020 event, we continue to evaluate the options for some variation on the event in late summer or fall of this calendar year 2020. Revenues for the event have projected to increase accordingly and are distributed across Grants and Private Fundraising in Revenues. Eco-Fair event costs are included in 'Public Outreach / Education', 'Other Professional Services', and 'Advertising/Communications' in Expenditures

Other 'Communications/Marketing' includes funding to promote Green Power (~$12,000), the commercial loan program ($5,000), new commercial audit program ($5,000), the residential loan program ($2,500), to profile public efficiency projects ($1,500), CNG outreach ($3,000), education ($3,000), and continued marketing efforts for other conservation/renewable projects. For this current fiscal year, ECW's investment in Green Power promotion has generated an almost 8:1 return on investment while also netting the greatest KWHs displaced of our electricity-related programs.

The projected 'Reserve Contribution' for FY 20, is $27,500. Reducing this contribution also provides flexibility to address revenue reductions as economic conditions respond to recent events.

Energy Conservation Work
FYE 2021 Proposed Budget

	Proposed FYE '21 Budget
Revenues	
General Revenue	
Tri Party Agreement, Lincoln County & Teton Conservation District	127,500
Total General Revenue	127,500
Fundraising	
Grants	12,500
Old Bills Fun Run	37,500
Private Fundraising	57,000
Total Fundraising Revenues	107,000
Other	
Interest on Residential Loans	7,500
Restricted Income	-
Green Power Revenue	130,000
CNG Revenue	1,000
Miscellaneous	1,500
Total Other	140,000
TOTAL REVENUES	374,500
Expenditures	
Professional Services	
Contract Staffing (ED, FM, Marketing, Intern)	194,500
Other Professional Services	5,000
Total Professional Services	199,500
Operations	
Interest on WY Business Council Loan	7,500
G&A	4,500
Bank / Loan Fees	5,000
Training, Travel & Meetings	4,500
Total Operations	21,500
Communications	
Website	5,000
Public Outreach/Education	49,500
Printing and Publications	3,500
Advertising / Communications	39,500
Direct Mail Postage	4,500
Internet Advertising	7,500

Energy Conservation Work
FYE 2021 Proposed Budget

	Proposed FYE '21 Budget
Total Communications Expenditures	109,500
Stewardship	
Cultivation / Fundraising Efforts	12,500
Marketing	4,000
Total Fundraising & Donor Relations Expenditures	16,500
Reserve Contribution	27,500
TOTAL EXPENDITURES	374,500
Total Revenue Over (Under) Expenditures	$ -

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

PREPARATION DATE: April 30, 2020
MEETING DATE: May 4, 2020

SUBMITTING DEPARTMENT: Affordable Housing
DEPARTMENT DIRECTOR: April Norton
PRESENTER: Tyler Sinclair, Com. Development Director

SUBJECT: Award of Housing Nexus Study Contract

At the April 6, 2020, Joint Information Meeting after discussion on this item both the Town and County approved a motion to continue this item to an appropriate time as determined by Mayor and Chair. Staff has made no changes to the below staff report since April 6, 2020. Staff anticipates that this item will be discussed as part of the 2021 Implementation Work Plan item also scheduled for the May 4 JIM and that based upon the outcome of that discussion the Board and Council may choose to act on this item or not.

STATEMENT/PURPOSE
To consider approving the award of the Housing Nexus Study.

BACKGROUND/ALTERNATIVES
As detailed in the January 28, 2020 staff report, the Town of Jackson and Teton County are preparing to conduct a new Housing Nexus Study. The purpose of this study is to update the 2013 Housing Nexus Study and provide accurate data about employee generation in Teton County. As discussed at the prior Joint Information Meeting, this study will not mandate specific mitigation rates. Instead, it will provide data about the number of employees generated by new business and residential development, total employment rates by job sector, and outline the maximum, legally defensible limits of any mitigation program. The Teton County Board of County Commissioners and the Jackson Town Council approved a request for qualifications (RFQ) for a consultant to conduct this study at the January 28, 2020 Joint Information Meeting.

Three entities submitted responses: Raftelis, Clarion Associates, and Place Dynamics

After reviewing these three proposals, it became apparent that the Housing Director had a conflict of interest under Teton County policy 2-6-3 because an immediate family member was part of the Raftelis team. As a result, the County Attorney's Office facilitated the stakeholder group evaluation of the RFQ responses.

The stakeholder group included:

- Chris Neubecker, Teton County Planning Director
- Paul Anthony, Town of Jackson Planning Director

- Tyler Sinclair, Town of Jackson Community Development Director
- Anna Olson, Jackson Hole Chamber of Commerce
- Anne Schuler, Town of Jackson Planning Commission
- Elizabeth Hutchings, Housing Advocate
- Eric Steinmann, Statistician
- Glen Esnard, Teton County Planning Commission
- Laura Bonich, Jackson/Teton County Housing Supply Board
- Rob DesLauries, Developer
- Skye Schell, Jackson Hole Conservation Alliance
- Tyler Davis, Jackson Hole Working

The stakeholder group voted unanimously, with the Town and County staff members on the stakeholder group abstaining from voting for either proposal, to recommend awarding the Nexus Study to Raftelis, with the conditions that any final contract 1) provide more details on the methodology that will be used to calculate employee generation, 2) finalize anticipated staffing hours with an emphasis on reducing hours by transferring more hours to consultants that have specific experience with mitigation studies, and 3) provides more detail on how the consultant will engage with the local business community.

Staff concurs with the first two conditions from the stakeholders. Regarding the third condition staff notes that it was anticipated that the stakeholder group would provide public oversight of this largely data driven study with no significant general public engagement occurring during the study itself. Instead general public engagement would largely occur during the policy discussion on potential changes to the overall housing strategy and mitigation rates coming out of the study. Staff is seeking direction on this point as it will affect the scope of work and timing of the study.

Staff has identified the following options for consideration:

1) **Proceed with the recommendation of the Stakeholder group described above.**
2) **Add the Housing Nexus Study to the 2021 Comprehensive Plan Work Plan for consideration.**
   Due to the delay in presenting this report as a result of COVID-19 pandemic, the 2021 Comprehensive Plan Work Plan is scheduled to be presented at the next JIM on May 4, 2020. Staff finds that by adding this project to the Work Plan it could be looked at comprehensively in the context of all other projects identified to be completed, prioritized and funded during the next fiscal year. This could include placing the completion of this study in a future year to address some of the considerations below.
3) **Consider a Phased/Reduced Scope of Work.**
   Due to possible concerns over the estimated budget to complete the overall study and timing of the study at this time staff has discussed considering a phased/reduced scope of work as follows:
   - Phase 1: Reduce the scope to only include data desired to move forward with discussing our housing mitigation program and approach as follows:
     - # of employees generated by bricks and mortar and non-brick and mortar businesses
     - Wages earned by employment type compared to affordability of housing
     - Do not calculate the % of workforce living locally at this time due to uncertainty and changing circumstances related to COVID-19.
   - Phase 2: Complete the necessary additional legal work and data analysis to update the nexus study to serve as the basis for updating the Land Development Regulations to reflect desired amendments to the housing mitigation program determined in phase 1. In addition, calculating and determining a methodology for determining what % of work force is living locally would be completed.

Staff has also considered whether this is the appropriate time to conduct a largely data-based study in this time of uncertainty and offer the following thoughts for consideration:

- The study will allow the community to better understand our housing costs, affordability and economy over the past decade to make data-based decisions going forward; there have been many questions

raised regarding job growth and affordability over past Comp Plan indicator reports with little data to support any conclusions
- COVID-19 is not unique to Jackson, it is a global pandemic with global impacts that will be felt locally
- The long-term trends and drivers to be analyzed in the study will not be largely affected
- Setting mitigation rates based upon true costs will largely not be affected by the pace of development
- There may be difficulty discussing long term data trends in a short term environment that looks different
- Overall uncertainty may lead to lack of confidence in the study and direction

ATTACHMENTS
- Raftelis response to the RFQ
- Clarion Associates response to the RFQ
- Place Dynamics response to the RFQ
- JIM staff report dated January 28, 2020

FISCAL IMPACT
- Raftelis has estimated that the cost of the nexus study would be $172,986, for 860 hours of work ($201 an hour).
- Typically, the Town and County split contracts of this nature 50/50
- The Town has not budgeted for this expense in the current fiscal year and thus a budget amendment would be required to fund the project.
- The County has not budgeted for this expense in the current fiscal year and thus a budget amendment would be required to fund the project.

STAFF IMPACT
This project will require significant staff time from multiple departments across the Town and County. While staff anticipated that this project would be managed by the Housing Department, if the Raftelis team is selected, a conflict of interest will require assigning the project to the Board of County Commissioners' Administrator, Alyssa Watkins, on a temporary basis. It is anticipated that the County or Town Planning Director or Town Community Development Director will ultimately need to be the Project Manager.

STAKEHOLDER ANALYSIS
Stakeholders include Town and County taxpayers, local working families, business owners, developers, and visitors. Input has been solicitated through the stakeholder group.

LEGAL REVIEW
Graham

RECOMMENDATION
The Stakeholder group recommends awarding the housing nexus study to Raftelis subject to satisfactory resolution of the three conditions discussed above.

Staff recommend continuing this item to the May 4, 2020 JIM when it can be considered as part of the 2021 Comprehensive Plan Work Plan.

SUGGESTED MOTIONS

Option 1
County
I move to continue the award of the Housing Nexus Study to the May 4, 2020 Joint Information Meeting to be presented along with the 2021 Comprehensive Plan workplan.

Town

I move to continue the award of the Housing Nexus Study to the May 4, 2020 Joint Information Meeting to be presented along with the 2021 Comprehensive Plan workplan.

Option2

County

I move to award the Housing Nexus Study to Raftelis and direct staff to negotiate and draft a contract with Raftelis, with a not to exceed amount incorporating the three conditions of approval of the stakeholder group, and as directed at this meeting for the Teton County Board of County Commissioners, as the contracting entity, to review and consider approval at a later meeting.

Town

I move to award the Housing Nexus Study to Raftelis, provided any final contract includes a not to exceed amount incorporating the three conditions of approval of the stakeholder group and as directed at this meeting and agree to reimburse Teton County 50% of all project costs.