

Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

July 6, 2020

2:30 PM

Teton County Chambers

Chair: Natalia Macker

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I. ZOOM LINK FOR PUBLIC PARTICIPATION

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or Dial **1.669.900.6833** and enter WEBINAR ID: **828 0121 5430**

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. 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 commissioners@tetoncountywy.gov.

IV. CONSENT CALENDAR

A. Meeting Minutes:

1. June 1, 220 regular JIM
2. June 8, 2020 special JIM
3. June 16, 2020 special JIM

B. Housing Rules and Regulations Annual Clean-Up Update

C. RFQ Award for Employee Generation by Land Use Study

V. DISCUSSION/ACTION ITEMS

A. Fire Station One Change Order (Brady Hansen, 60 Minutes)

B. Consideration of START Route Plan for 2020-2025 (Darren Brugmann, 30 Minutes)

C. Growth Management Plan (Chris Neubecker, Tyler Sinclair, Kristi Malone – 60 Minutes)

1. Comprehensive Plan Work Plan
2. 2012 Comprehensive Plan Update

VI. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VII. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

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.

- A. Aug. 3 Integrated Transportation Plan
- B. Aug. 3 2pm - Human Services Plan Workshop
- C. Aug. 3 Structure of Pathways Task Force
- D. Aug. 3 Mitigation Rates

VIII. ADJOURN

County Commission adjourns.

Town Council adjourns meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Executive Session to be held at Town Hall.

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.

**JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

JUNE 1, 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 3:01 P.M. Upon roll call the following were present:

TOWN COUNCIL: *In-person*: none. *via Webex*: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

COUNTY COMMISSIONERS: *In-person* none. *via Webex*: Chair Natalia Macker, Luther Propst, Greg Epstein, and Mark Barron. Mark Newcomb joined at 3:28 p.m.

STAFF: Larry Pardee, Tyler Sinclair, Lea Colasuonno, Paul Anthony, Lee Birdyshaw, Carl Pelletier, Floren Poliseo, Alyssa Watkins, Keith Gingery, John Graham, Brian Shilling, Brady Hansen, Chris Neubecker, Darren Brugmann, Heather Overholser, Steve Ashworth, and Sandy Birdyshaw.

Public Comment. None.

Consent Calendar. On behalf of the Town, a motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the consent calendar items A-C as presented with the following motion. On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Barron to approve the consent calendar items A-C as presented with the following motion. No public comment was given on the Consent Calendar.

- A. **Reallocation of SLIB Grant Funds for Cache Creek Tube Phase 1B & 2D and Fire Station One.** To approve the SLIB CWC reallocation in the amount of \$846,420, and additional allocation in the amount of \$161,621. (Resolution numbers: Teton County #20-021, Town #20-07)
- B. **Amendment to FAA Grant for Airport Access Road Rehabilitation (Phase III).** To approve the Joint Resolution approving Formal Amendment One of FAA Grant No. 3-56-0014-061-2020 for the Jackson Hole Airport's Access Road Rehabilitation Project Phase III as presented. (Resolution numbers: Teton County #20-022, Town #20-15)
- C. **Refinance of 250 Scott Lane (The Grove Phase 1).** To direct and authorize the Jackson/Teton County Housing Authority Board to refinance The Grove Phase 1 with a no cash-out loan using First Republic Bank based on the proposal 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.

Meeting Minutes. Jim Stanford provided a revision to the May 26, 2020 Special JIM minutes.

On behalf of the Town, a motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the regular JIM meeting minutes dated May 4, 2020 and special JIM meeting minutes dated May 7, May 18, 2020 as presented and correcting the Town's vote to 4-1 in the May 26, 2020 minutes. The vote showed all in favor and the motion carried for the Town. On behalf of the County, a motion was made by Mark Barron and seconded by Greg Epstein to approve the regular JIM meeting minutes dated May 4, 2020 and special JIM meeting minutes dated May 7, May 18, 2020 as presented and correcting the Town's vote to 4-1 in the May 26, 2020 minutes. Chair Macker called for the vote. The vote showed all 4-0 in favor with Newcomb absent. The motion carried for the County.

Request for Qualifications for Pathways Master Plan Update. Brian Schilling made staff comment on a process for updating the Pathways Master Plan. No action was taken on this item.

Fiscal Year 2021 Budget for Jackson Hole Travel & Tourism Board. Erik Dombroski, Kate Sollitt, and Brian Gallagher made comment on behalf of the Travel and Tourism Board. Public comment was given by Fran VanHouten.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the proposed budget for the Travel and Tourism Board as presented. The vote

showed all in favor and the motion carried for the Town. On behalf of the County, a motion was made by Greg Epstein and seconded by Luther Propst to approve the proposed budget for the Travel and Tourism Board as presented. The vote showed all in favor and the motion carried for the County.

Fiscal Year 2021 Budget for Energy Conservation Works. Phil Cameron made comment on behalf of the Energy Conservation Works.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the proposed budget for ECW as presented. The vote showed all in favor and the motion carried for the Town. On behalf of the County, a motion was made by Mark Barron and seconded by Luther Propst to approve the proposed budget for ECW as presented. The vote showed all in favor and the motion carried for the County.

Additional Penny of Sales Tax Discussion. Keith Gingery made staff comment on the type of tax, process for imposing the tax, July 16, 2020 is the deadline for the proposition to be placed on the November 3rd ballot, if approved through election the one percent tax would go into effect April 1, 2021. The Council and Commission held discussion.

On behalf of the County, a motion was made by Luther Propst and seconded by Mark Newcomb to adopt the Resolution Approving Proposition for Imposition of an Additional 1% General Revenue Sales/Use Tax in Teton County, State of Wyoming, said Proposition to be placed on the General Election Ballot on November 3, 2020. The vote showed 4-1 in favor with Barron opposed. The motion carried for the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter for the Jackson Town Council to concur with the Resolution approved by the Teton County Board of County Commissioners, specifically the Resolution Approving Proposition for Imposition of an Additional 1% General Revenue Sales/Use Tax in Teton County, State of Wyoming, said Proposition to be placed on the General Election Ballot on November 3, 2020. The vote showed all in favor and the motion carried for the Town. (*Resolution numbers: Teton County #20-027, Town #20-16*)

Consideration of START Route Plan for 2020-2025. Darren Brugmann made staff comment. Susan Mick made comment on behalf of the START Board. LSC Consultant Jason Miller presented the Route Plan Study. *The meeting reached its allotted time so this item and remaining items were continued.*

On behalf of the Town, a motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue this item to the July JIM meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried for the Town.

Mark Barron left the meeting at 5:00 p.m. On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Newcomb to continue this item to the July JIM meeting. Chair Macker called for the vote. The vote showed 4-0 in favor, with Barron absent. The motion carried for the County.

Structure of Pathways Task Force. On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Jim Stanford to continue this item to the next JIM meeting. 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 Greg Epstein and seconded by Luther Propst to continue this item to the next JIM meeting. Chair Macker called for the vote. The vote showed 4-0 in favor, with Barron absent. The motion carried for the County.

Adjourn. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford 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 Greg Epstein and seconded by Luther Propst to adjourn. The vote showed all in favor and the motion carried for the County. The meeting adjourned at 5:06 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
Publish JH News & Guide: June 10, 2020

**SPECIAL JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

JUNE 8, 2020

JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in the County Chambers located at 200 S. Willow at 1:30 Ppm. The Special meeting was held to interview, deliberate, and appoint members to the Energy Conservation Works Board and the Jackson Hole Travel & Tourism Board. Upon roll call the following were present:

COUNTY COMMISSION: Natalia Macker - Chair, Mark Barron, and Luther Propst. Greg Epstein was absent. Mark Newcomb,

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

The following candidate was interviewed for the Energy Conservation Works Board: Daniel Butcher.

Commissioner Newcomb joined the meeting at 1:44pm.

The following candidates were interviewed for the Energy Conservation Works Board: George Bailey, Kay Modi, Elaine Walsh Carney, Alicia Cox, Katy Hollbacher, and Gary Weiss.

The following candidates were interviewed for the Jackson Hole Travel & Tourism Board: Arecelia Hawks, Cory Carlson, Crista Valentino, Shannon Schiner, and Cara Rank.

The meeting was recessed at 3:35pm and reconvened at 3:40pm.

The following candidates were interviewed for the Jackson Hole Travel & Tourism Board: Mike Geraci, Tyler LaMotte, Willi Brooks, Thomas Holland Zachary Padilla, and Ian Osler.

Adjourn.

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

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Jorgensen to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 5:00 p.m.

minutes:sdf

TETON COUNTY

ATTEST:

Natalia D. Macker, Chairwoman

Maureen Murphy, County Clerk

**SPECIAL JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

JUNE 16, 2020

JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in the County Chambers located at 200 S. Willow at 1:38 Ppm. The Special meeting was held to interview, deliberate, and appoint members to the Energy Conservation Works Board and the Jackson Hole Travel & Tourism Board. Upon roll call the following were present:

COUNTY COMMISSION: Natalia Macker - Chair, Greg Epstein Vice-Chair, Mark Barron, and Luther Propst. Mark Newcomb was absent.

TOWN COUNCIL: Hailey Morton Levinson Vice-Mayor, Jim Stanford, Arne Jorgensen, and Jonathan Schechter. Pete Muldoon was absent.

On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Epstein to enter executive session for the purpose of appointing board members. Chair Macker called for a vote. The vote showed 4-0 in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Schechter and seconded by Councilman Jorgensen to enter executive session for the purpose of appointing board members. Vice-Mayor Morton-Levinson called for a vote. The vote showed 4-0 in favor and the motion passed.

The Board and Council entered executive session at 1:39pm.

Joint Executive Session

Commission present: Natalia Macker, Greg Epstein, Mark Barron, Mark Newcomb, and Luther Propst

Council present: Pete Muldoon, Hayley Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Stanford

Staff: County Clerk Maureen Murphy and Deputy County Clerk Shelley Fairbanks

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn from executive session. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

Executive session was adjourned at 2:42pm.

Commissioner Epstein left the meeting at 2:42pm.

No action was taken.

Appointments for Joint Volunteer Boards

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Jorgensen to appoint Katy Hollbacher and Elaine Carney and Dan Butcher to the **JH Energy Sustainability Project Joint Powers Board** to full 3-year terms expiring on 6/30/2023. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Propst to appoint Katy Hollbacher and Elaine Carney and Dan Butcher to the **JH Energy Sustainability Project Joint Powers Board** to full 3-year terms expiring on 6/30/2023. Chair Macker called for a vote. The vote showed 4-0 in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Schechter to appoint Crista Valentino and Willi Brooks and Cory Carlson to the **JH Travel & Tourism Board** to full 3-year terms expiring on 6/30/2023. Mayor Muldoon called for a vote. The vote showed all in favor and the motion carried.

On behalf of the County, a motion was made by Commissioner Barron and seconded by Commissioner Propst to appoint Crista Valentino and Willi Brooks and Cory Carlson to the **JH Travel & Tourism Board** to full 3-year terms expiring on 6/30/2023. Chair Macker called for a vote. The vote showed 4-0 in favor and the motion passed.

Adjourn.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Schechter to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

The meeting adjourned at 2:50 p.m.

Respectfully submitted,
Shelley Fairbanks
Deputy County Clerk

TETON COUNTY

ATTEST:

Natalia D. Macker, Chairwoman

Maureen E. Murphy, County Clerk



JOINT INFORMATION MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Joint Housing

PRESENTER: Stacy Stoker

MEETING DATE: July 6, 2020

SUBJECT: Housing Rules and Regulations Clean Up

STATEMENT/PURPOSE

The Board and Council will consider proposed changes to the Jackson/Teton County Housing Department Rules and Regulations and provide direction to staff. These changes include clerical errors, minor clarifications, formatting, and additional definitions. There is one policy change to section 7-2. Multiple Defaults.

BACKGROUND/ALTERNATIVES

In June of 2018, the Jackson Town Council ("Council") and Teton County Board of County Commissioners ("Board") adopted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"). Staff has identified several changes needed to correct typos and formatting, clarify policy, and add definitions. Attached is a list of all the changes made as well as a redlined version of the document.

Staff is requesting that the Council and Board direct staff to make the changes and release the document for the mandated 45-day comment period (County) and prepare an ordinance for adoption (Town).

The first and second ordinance readings can occur during the 45-day comment period; the final ordinance reading should occur once the 45-day comment period is complete. The Council and Board should adopt the same set of Rules and Regulations. If material changes are made to the Rules and Regulations after the 45-day comment period is complete, then the Town must revise its ordinance accordingly and the ordinance process would restart at first reading.

Key Changes:

Section 3-2: Reasonable Accommodation. This is language from Fair Housing that explains Reasonable Accommodation and ADA allowed reasons for denying reasonable accommodation requests. This information is being added to the Rules and Regulations.

Section 4-2: Town and County Options. These come into play when the Town or the County provides funding or land for restricted housing in exchange for their employees to have the first option to purchase or rent a restricted unit. This information is being added to the Rules and Regulations

Section 6.3.B.3: Rental Rates. This is a change from using Fair Market Rents as the maximum rent rate to 30% of the low end of the income range for owners who request to rent their restricted homes when they are approved for a leave of absence. This change is in line with requirements already approved for Affordable Rental units and was overlooked at last year's Rules and Regulations clean up.

Section 7-2: Multiple Defaults. In the case where the same homeowner has been in default three times, upon the fourth default they are not given the opportunity to cure and must sell their home. An owner has 30 days to cure when found in default. Once they cure, and staff finds them in default again, they have another 30 days to cure. This change eliminates the possibility of an owner continually defaulting and curing. While this has happened, it is rare. An example of this is a homeowner who is not occupying their home a minimum of 10 months per year. Staff finds them in default

and the owner cures the default by moving back into their home. Staff learns that they are in default again for the same reason, and it continues to happen again and again with no remedy.

COMPREHENSIVE PLAN ALIGNMENT

Common value 3, Section 5 is to ensure a variety of workforce housing opportunities so that at least 65% of those employed locally also live locally. The Housing Department Rules and Regulations govern the workforce housing to ensure that the units are being used as the community intends.

Housing Action Plan – The Housing Rules and Regulations annual update aligns with Chapter 3 of the Housing Action Plan *Housing Management Plan*, which requires the Housing Manager to revise existing Rules into a unified set of rules that address: standards and processes for enforcement and monitoring of restrictions; maintenance and improvement of restricted housing units; minimum requirements for new restricted units; and minimum standards of livability for existing units to be adopted by the Town Council and the Board of County Commissioners.

STAKEHOLDER ANALYSIS

Stakeholders include applicants, owners and tenants of restricted homes, the public, elected officials, and staff.

FISCAL IMPACT

N/A

STAFF IMPACT

Tracking, reviewing, and keeping notes on needed or potential changes to the Housing Rules and Regulations has taken a significant amount of staff scrutiny and staff time. The suggested changes make the rules easier for staff and the public to interpret and navigate.

LEGAL REVIEW

J. Graham and L. Colasuonno

ATTACHMENTS

- List of Changes
- Redlined Housing Rules and Regulations

RECOMMENDATION

Staff's recommendation is informed by the Housing Authority Board recommendation. Staff recommends approval of the proposed changes.

SUGGESTED MOTION

County motion:

I move to direct staff to make the changes to the Housing Rules and Regulations, as proposed today, and release the document for the mandatory 45-day comment period.

Town motion:

I move to direct staff to make the changes to the Housing Rules and Regulations, as proposed today, and to prepare an ordinance for adoption.

Housing Department Rules and Regulations Clean-up List of Changes – 2020

1. Section 2-2.B.5.b: Added Inspection and Compliance Conference and renumbered subheadings.
2. Section 2-3.D.1.c changed requirements for min. size refrigerators.
3. Section 3-2.A.2.b Added Two Adult Household requirements.
4. Section 3-2: Added E. Reasonable Accommodation
5. Section 4-2: Added F. Town and County Options
6. Section 5-1.E.1.a Added Fee for Capital Improvement Request
7. Section 5-1.F.1.b Added subtitle 1 and added 2. Qualified Transfer on Death
8. Section 5-1.F.3 Added fee for Transfer on Death and requirement to use HD Form
9. Section 5-2: Moved to Section 6-2 and changed Section #s accordingly
10. Section 6-2: Moved Section 5-2 to here: Changed heading to Housing Department Program Rental Standards and Procedures
11. Section 6-3: Changed Heading to Private Owner Rental Standards and Procedures
12. Section 6-3.B.3 changed rent calculation from FMR to 30% of low end of income range.
13. Section 7-2: Added D. Multiple Defaults
14. Section 7-2: Changed Default Hearing to E.
15. Section 7-2: Changed JTCHA Deliberation and Decision to F.
16. Section 8.1.D.1.a added fee for Leave of Absence request
17. Section 8.1.E.5 added requirement for owners to provide proof of insurance.
18. Section 9-1 Changed AMI to Area Median Income and made reference to Median Family Income
 - Took out CLTV and changed it to Combined Loan to Value – moved to proper alphabetical spot.
 - Added definition of Escrow
 - Added applicants to Grievance definition
 - Added definition of Handicapped
 - Added definition of Household
 - Changed definition of Voluntary Affordable/Employee Housing units from applicant to developer
19. General Formatting.

Teton County & Town of Jackson *Wyoming*



Jackson/Teton County Housing Department Rules and Regulations July 2020



Commonly Used Acronyms

List of Commonly Used Acronyms

Acronym	Full Text
ARU	Accessory Residential Units
AMI	Area Median Income
CC&Rs	Covenants, Conditions, & Restrictions
CPI	Consumer Price Index
HOA	Homeowners Association
HUD	U.S. Department of Housing and Urban Development
JTCHA	Jackson/Teton County Housing Authority
LDRs	Land Development Regulations
MFI	Median Family Income
MRP	Maximum Resale Price
OPP	Original Purchase Price
SF	Square Feet

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SUMMARY OF HOUSING PROGRAMS

The general goal of all housing programs covered by the Housing Department Rules and Regulations is to provide and maintain housing affordable to persons and families who make a living primarily from employment located in Teton County, Wyoming. The housing programs addressed in the Housing Department Rules and Regulations are: Affordable Ownership, Affordable Rental, Workforce Ownership, and Workforce Rental. Legacy programs (including Accessory Residential Units, Attainable units, Employee units, and Employment-based units) are referenced in some properties' deed restrictions, so these Housing Department Rules and Regulations also contain the rules that pertain to these programs.

Descriptions of Applicable Programs:

Accessory Residential Units (ARU) – Units created through this program are developed as part of nonresidential developments that are exempt from the housing requirements set by the LDRs. These units are rented to workers employed in Teton County, and they must remain as rental property (i.e., they cannot be converted to condominiums). Accessory Residential Units developed after June 4, 2018 will be part of the “Workforce Rental” program. To qualify to rent these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household's income must be earned from a local business(es). The tenants must physically occupy the unit a minimum of 80% of their lease term. Tenants will be required to requalify annually or upon lease renewal. The units are not allowed to remain vacant in excess of 60 days. Rents are set by the owner.

Affordable – These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs). The Affordable housing program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. The owners must physically occupy the units a minimum of 10 months each year. Tenants must physically occupy the units a minimum of 80% of their lease term. Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and non-ownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index.

Attainable – These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a

Summary of Housing Programs

minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of 10 months each year. No requalification or future documentation will be required after purchase of the unit.

Employee – These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County’s policy direction in 2017, which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums for workforce employers. Employee units developed after June 4, 2018 will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.

Employment-Based – This is a program that the Town of Jackson initiated to create restricted ownership units for sale to households that are employed in Teton County, but do not fit within the affordability ranges set out in the LDRs. These units are not developed under a mandatory requirement set out in the Town’s LDRs. Employment-Based units developed after June 4, 2018 will be part of the “Workforce Ownership” program. To qualify to purchase these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household’s income must be earned from a local business(es). Owners must physically occupy the units for a minimum of 10 months of each year. Owners will be required to re-qualify annually.

Workforce Housing Programs – This program is divided into “Workforce Rental” units and “Workforce Ownership” units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. They may not own other residential real estate within 150 miles of Teton County, and at least one person in the household must earn 1,560 hours annually from a local business. There is no cap on the original purchase price. Once an ownership unit is sold, the maximum resale price is restricted to an appreciation cap on the unit as indicated in the Special Restrictions recorded on the property. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Owners and tenants will be required to re-qualify annually.

Summary of Housing Programs

Deed Restrictions, January 2019

	Affordable Mitigation Ownership	Affordable Mitigation Rental	ARU (Incentive)	Workforce Ownership (Incentive)	Workforce Rental (Incentive)
Applicability	All non-exempt residential or commercial development	All non-exempt residential or commercial development	Commercial or Residential Voluntary ARU	25% Bonus or additional height in UR-PUD	25% Bonus or additional height in UR-PUD
Rent/Own	Own	Rent (no owner occupancy)	Rent	Own or Rent	Rent (no owner occupancy)
Income/Asset Restrictions	Yes	Yes	No	No	No
Ownership of Real Estate	Not within 150 miles	Not within 150 miles	Not within Teton Co., WY	Not within 150 miles	Not within 150 miles
Income Ranges	0 - 50%, 50 - 80%, 80% - 120% of median income	0 - 50%, 50 - 80%, 80% - 120% of median income	None	None	None
Income Limit for Tenant Qualification	N/A	<50%, <80%, <120%	None	None	None
Teton County, WY Employment	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk and 75% of income from local business	Avg 30 hrs/wk and 75% of income from local business
Residency Requirement	US Citizen or Lawful Permanent Resident	None	None	US Citizen or Lawful Permanent Resident	None
Occupancy Requirement	10 months/yr	Minimum 80% of lease term	Minimum 80% of lease term	10 months/yr, 80% of lease term if rental	Minimum 80% of lease term
Vacancy Requirement	N/A	No more than 60 days		No more than 60 days	No more than 60 days
Household Qualification	At time of purchase and must continue to be employed full-time	Continuous	Continuous	Continuous	Continuous
Appreciation Restrictions	CPI with max. 3% per year compounded	No measured appreciation	No measured appreciation	CPI with max. 3% per year compounded	No measured appreciation
Sales Process	Weighted Drawing	By Owner	By Owner	Weighted Drawing after initial sale	By Owner
Rental Rate	N/A	Max. 30% of low end of income range	None	None	None
Rental Term	N/A	Not less than 6 months	90 days or more	Not less than 31 days	Not less than 6 months
Incentive	N/A	N/A	FAR exempt	Height in UR-PUD & FAR exempt	Height in UR-PUD and FAR exempt
Requirement	Formula, according to LDR 6.3 - Restriction	Formula, depending on use (LDR 6.3) - Restriction	If gaining from providing - needs Restriction. Commercial only	Restriction	Restriction

SECTION 1. PURPOSE AND GENERAL GOALS

1-1. Purpose

The Jackson/Teton County Affordable Housing Department (“Housing Department”) was created by Teton County, Wyoming and the Town of Jackson, Wyoming on March 14, 2016 Town Resolution 16-04 and County Resolution 16-008. The purpose of these Housing Department Rules and Regulations (“Housing Rules”) is to provide comprehensive and consistent provisions that apply to housing units created through the Town or County established housing programs and/or administered by the joint Town of Jackson/Teton County Housing Department (hereafter “Housing Department”).

The Housing Department Rules and Regulations were formerly known as the “Guidelines.” When the Housing Guidelines are referenced in documents promulgated prior to the adoption of the 2018 Housing Department Rules and Regulations, the reference of guidelines refers to these Housing Department Rules and Regulations.

A. Applicability

1. Subject to Provisions that are Unique to Specific Program

Each housing program covered in these Housing Department Rules and Regulations is subject to provisions that are unique to that program as indicated in these Housing Department Rules and Regulations.

2. Subject to Provisions of the Restrictions Recorded on the Property

Restricted housing units are subject to individual deed restrictions, special restrictions, or ground leases, (collectively “restrictions”) which may have additional requirements or provisions. If the Housing Department Rules and Regulations and the restrictions conflict, then the language, requirement, and/or provision of the Restrictions shall be applied and followed, not the Housing Department Rules and Regulations. The Restrictions recorded on the property supersede any inconsistency in these Housing Department Rules and Regulations.

3. Subject to Federal Fair Housing Law (The Fair Housing Amendments Act of 1988)

The Housing Department recognizes that the Office of Fair Housing and Equal Opportunity administers and enforces federal laws and establishes policies that ensure that all Americans have equal access to the housing of their choice. The Housing Department does business in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988).

Section 1. Purpose and General Goals

1-1. Purpose

a. Discrimination

It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin in the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage services, or in the appraisal of housing.

1. Filing a Complaint

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination to the HUD Housing Discrimination Hotline, 1-800-669-9777 (Toll Free), or the TDD line for the hearing impaired, 1-800-927-9275.

b. Blockbusting

Blockbusting is also prohibited. Blockbusting is the practice of illegally frightening homeowners by telling them that people who are members of a particular race, religion, or national origin are moving into their neighborhood and that they should expect a decline in the value of their property. The purpose of this scheme is to get the homeowners to sell at a deflated price.

4. Disclaimer

The Jackson/Teton County Affordable Housing Department (“Housing Department”) expressly disclaims any and all warranties, express or implied, including without limitation fitness for a particular purpose with respect to the provision of restricted housing units. The Housing Department does not represent, warrant, or promise to construct, finance, or otherwise produce, in whole or in part, any restricted housing units pursuant to these Housing Department Rules and Regulations or under any other programs. No applicant may rely upon any promise implied or expressed that restricted housing units shall be constructed, financed, or otherwise produced, in whole or in part, by the Housing Department. In no event shall the Housing Department be liable to any applicant for any direct, indirect, incidental, punitive, or consequential damage of any kind whatsoever, including without limitation lost profits, lost sales, lost business, lost opportunity, lost information, lost or wasted time. None of the information contained in these Housing Department Rules and Regulations constitutes an offer to sell or the solicitation of an offer to buy a restricted housing unit.

Section 1. Purpose and General Goals
1-2 General Policy Goals

1-2. General Policy Goals

The general goal of all housing programs covered by these Housing Department Rules and Regulations is to provide and maintain housing affordable to persons and families who make a living primarily from employment located in Teton County, Wyoming, which includes the Affordable, Attainable, Employee, Employment-Based, Accessory Residential Unit, and Workforce housing programs. This is accomplished by regulating the occupancy, use, sale and/or rental of the restricted housing units covered by the Housing Department Rules and Regulations to qualified households as defined herein.

A. Promoting Economic and Social Diversity

Certain housing programs also limit initial eligibility of qualified households based on financial means criteria, which may include both household income and household net assets. Such financial qualifying factors promote economic and social diversity within the Jackson Hole community.

B. Ensuring Long-Term Affordability

Many of the restricted housing units covered by these Housing Department Rules and Regulations are subject to price limitations for sale, resale and/or rental. These limitations are intended to ensure affordability for both the current household occupying the restricted housing unit and to ensure the long-term affordability of the restricted housing unit.

C. Providing Housing for the Local Workforce

Minimum occupancy requirements apply to all restricted housing units to ensure that the unit meets the community's goals of providing housing for the local workforce by maximizing the space and filling the bedrooms, and to ensure that the restricted housing unit does not serve as a second home.

D. Providing Fair and Consistent Administration

These Housing Department Rules and Regulations are intended to provide clear, fair, and consistent administration of the housing programs to which they apply. It is recognized that there are individual households or restricted housing units that may not fit clearly into the specific provisions of the Housing Department Rules and Regulations, but still meet these general policy goals. For these cases, exception, appeal, and grievance processes have been included in Section 7.

Section 1. Housing Development Standards and Procedures
1-3. Relationship to Land Development Regulations

1-3. Relationship to Land Development Regulations

The Town of Jackson and Teton County Land Development Regulations (LDRs) set out standards for the development and use of land within each jurisdiction. The LDRs include requirements for certain developments to provide affordable housing or fees to offset the additional housing need that the developments create. Specific programs address different types of development. The Planning Department of each jurisdiction reviews development applications to check for compliance with the LDRs.

These Housing Department Rules and Regulations impose additional requirements on the developers of any type of restricted housing units. The Housing Department reviews compliance with these Housing Department Rules and Regulations, both prior to development and during occupancy and use.

A. Standards Applicable Under LDRs versus Housing Department Rules and Regulations

Generally, the LDRs address any provisions that must be met during the development approval phase, while the Housing Department Rules and Regulations address provisions that ensure proper use and maintenance of the restricted housing units throughout their lifetime.

LDR Provisions	Housing Department Rules and Regulations Provisions
Rental/Sale Mix (required mix of units)	Livability Standards (Interior)
Occupancy Standards	Dormitory Livability Standards
Distribution of Income Categories	Livability Requirements for Conversion of Existing Housing Stock
Requirements for Fees in Lieu	Restrictive Covenant Form and Process
Requirements for Conveyance of Land or Conversion of Existing Housing Stock	Sale/Rental Standards and Procedures including Qualification and Eligibility for Each Program
Procedure for Banking Credits	Compliance with Housing Department Rules and Regulations.
Phasing Plan	Compliance with Restrictive Covenants
Mix by Number of Bedrooms	

B. References Retained for Convenience

All references to the LDRs in these Housing Department Rules and Regulations are for convenience and are not a part of the Housing Department Rules and Regulations.

SECTION 2. HOUSING DEVELOPMENT STANDARDS AND PROCEDURES

2-1. Purpose

The Jackson/Teton County Comprehensive Plan lists three common community values, one of which is quality of life. One of the ways called out to achieve quality of life is through local workforce housing. With regards to workforce housing, the Comprehensive Plan includes the four following principles:

- Maintain a diverse population by providing workforce housing
- Strategically locate a variety of housing types
- Reduce the shortage of housing that is affordable to the workforce
- Use a balanced set of tools to meet our housing goal

The Town of Jackson and Teton County have several tools to increase the amount of housing that is affordable to the workforce. One of these tools is the requirement and/or incentive in the LDRs for residential and non-residential development to provide permanently restricted workforce housing. This housing represents a substantial and long-term public investment. As such, it is imperative the restricted housing produced be livable and of good quality.

This section, Housing Development Standards and Procedures, is meant to provide guidance to the prospective developers of restricted housing units. Subsection 0 lays out the requirements of the Housing Mitigation Plan, which is reviewed by both the Planning Department and the Housing Department. Subsection 0 sets out the Livability Standards, which are under the Housing Department's purview.

A. Applicability

This Section applies to all developments subject to Division 6.3 of the County LDRs and Division 6.3 of the Town LDRs. It also applies to any restricted housing units not required through the LDRs that are presented to the Board of County Commissioners or Town Council in development applications.

B. General Policy Goals

1. Inform Developers of Standards and Procedures

These Housing Development Standards and Procedures inform prospective developers of the standards and guidelines for construction and sale of restricted housing units, as required by the LDRs and the Housing Department Rules and Regulations.

Section 1. Housing Development Standards and Procedures
2-2. Housing Mitigation Plan

2. Provide Fair and Consistent Implementation of Standards and Procedures

These Housing Development Standards and Procedures help the Housing Department implement policies of the LDRs and the Housing Department Rules and Regulations in a fair and consistent manner.

2-2. Housing Mitigation Plan

A Housing Mitigation Plan for each project shall be submitted according to the provisions of the Teton County and Town of Jackson LDRs [See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3]. A packet with a checklist for a Housing Mitigation Plan can be obtained through the Housing Department or the Town or County Planning Departments.

A. Procedures

1. Consultation with Applicant (Optional)

Applicants may meet with Housing Department staff prior to submitting a Housing Mitigation Plan. Although this step is not required, it is often helpful for the applicant and the Housing Department staff to discuss the development proposal and how it meets the LDRs and Housing Department Rules and Regulations.

2. Review

Applications for development that have been submitted to the Town or County Planning and/or Building Departments are reviewed by the Housing Department for compliance with these Housing Department Rules and Regulations.

3. Streamlined Applications

Applications that have housing units required that are allowed to go directly to building permit are required to get their units approved by the Housing Department prior to submitting for building permit.

Section 2. Housing Development Standards and Procedures

2-2. Housing Mitigation Plan

B. Content

The Housing Mitigation Plan contains some provisions that fall under the purview of the Planning Department, while others fall under the purview of the Housing Department. Specifically, the Housing Department oversees the Livability Standards. Developers should refer to the LDRs for requirements such as the mitigation methods, the mix of units by number of bedrooms and the mix of units by affordability ranges.

1. Mitigation Method

See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.

2. Requirement Calculation

See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.

3. Fee Calculations

If the developer proposes Fees In-Lieu as the preferred form of mitigation, the developer shall submit the proposed amount with a Final Development Plan.

The Planning Department shall update the fees in-lieu for the restricted housing units on an annual basis. Fees in-lieu figures are available at the Planning Department.

4. Unit Descriptions

a. Unit Size

There is no minimum or maximum unit size based on square footage. Size by bedroom mix is located in the LDRs.

b. Rental/Sale Mix

As part of the Housing Mitigation Plan, the developer shall state which units are intended as rentals and which are intended as ownership in accordance with the LDRs (See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3).

c. Mix of Units by Number of Bedrooms

The intent of the restricted housing programs is to provide a variety of unit types to meet the housing needs of our diverse workforce. The Town and County LDRS set out the specific

Section 2. Housing Development Standards and Procedures

2-2. Housing Mitigation Plan

occupational requirements for housing units. The mix of units by number of bedrooms in each unit is also determined by the Town and County LDRs.

d. Distribution of Income Ranges

See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.

5. Special Restriction Form and Process

A Special Restriction is a contract between the Board of County Commissioners/Town of Jackson and the owner of real property developed or designated to satisfy the Town or County LDRs. It also applies to other restricted housing units that will be administered by the Housing Department. Special Restrictions shall keep the restricted housing units affordable in perpetuity and provide proper notification of this obligation to subsequent buyers or other interested parties. (See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3).

a. Requirement

The developer shall record Special Restrictions in the public land records for the subject property prior to the issuance of a Certificate of Occupancy by the County or Town.

b. Process

The Housing Department shall prepare special restrictions according to the process below. Restrictive covenant templates are available from the Housing Department or the Housing Department website.

1. Inspection of Unit

The Housing Department must inspect the unit prior to recording the restriction and prior to issuance of Certificate of Occupancy.

2. Compliance Conference

Developer shall meet with the Housing Department prior to issuance of Certificate of Occupancy to review the Compliance Checklist.

3. Special Restriction Information Sheet

The developer shall complete the "Special Restriction Information Sheet" and submit to the Housing Department. This form is found at the Housing Department website, or at the Housing Department offices.

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Section 2. Housing Development Standards and Procedures

2-2. Housing Mitigation Plan

There are four types of restrictions, Workforce Ownership, Workforce Rental, Affordable Ownership, and Affordable Rental.

4. Preparation of Special Restriction

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The Housing Department will prepare the special restriction and provide the document to the developer for review via email or other delivery method.

5. Review

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Once reviewed by the developer for accuracy, the Housing Department and the developer ("declarant") will sign the special restriction and deliver to the County or Town for the required signature.

6. Developer Responsibilities

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The developer is responsible for signing the special restriction, recording the special restriction with the Teton County Clerk, and paying for the recording fees. The original restriction will be returned to the Jackson/Teton County Housing Department office. The Housing Department shall witness the recording.

7. Modification/Amendment

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The developer shall not make modifications to the special restrictions with the exception that when an alternate housing program is approved by the Town Council or County Commissioners. Modifications or amendments to the restricted covenant must be approved by the Town Council or Teton County Commissioners. The developer or owner may be responsible for any legal costs to amend a restrictive covenant.

Section 2. Housing Development Standards and Procedures
2-3. Livability Standards

2-3. Livability Standards

To meet the community's goals of providing working families a viable choice of housing, to protect social diversity, and to contribute to economic stability, the LDRs and the Housing Department Rules and Regulations require that restricted housing units are designed to provide adequate size, building and site design, and finishings to serve future tenants. These are all criteria in the Housing Department's decisions as to whether a development meets the goals of the LDRs and the Housing Department Rules and Regulations. For additional construction standards, see Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.

A. Process

These Livability Standards are associated with interior components of the units, functionality, light, and outdoor space. Review by the Housing Department will be completed during the planning process and at time of building permit. It is encouraged that applicants review restricted housing unit designs with the Housing Department early in the design process.

Restricted housing units will also be subject to Planning Department review, as some livability standards are requirements of the LDRs (See Teton County Land Development Regulations: Divisions 6.3 or Town of Jackson Land Development Regulations: Divisions 6.3).

B. Intent

The livability standards in the LDRs do not include minimum size requirements for units. To ensure functionality of units regardless of size, these Livability Standards have been adopted. The Housing Department may consider flexibility within these standards as long as the intent of functionality is being met. All building, plumbing, electrical, and fire code requirements are still required to be met. These standards do not supersede other requirements.

Restricted housing units are expected to be designed with logical and functional room layout. This includes adequate space for normal living based on two (2) persons per one-bedroom unit, three (3) persons per two-bedroom unit, and four (4) persons per three-bedroom unit and adequate circulation pathways through the unit based on a reasonable furniture configuration.

The standards contained in this document provide minimum requirements for specific items and are not intended to be "build to" specifications.

1. Exceptions

Applicants may request approval of components that don't conform to these Livability Standards by completing the "Request for Exception" form. The request must include a detailed explanation of why the applicant wishes to diverge from these Livability Standards, and how the proposed

Section 2. Housing Development Standards and Procedures

2-2. Housing Mitigation Plan

difference is meeting the intent of these Livability Standards. Detailed drawings of what is being proposed shall also be submitted (See Section 7-3)

C. Acceptance of Restricted Housing Units

Proposed floor plans will be reviewed by the Housing Department at time of Sketch Plan submittal, Final Development Plan submittal and/or other permit submittal. Proposed unit designs and components must be approved by the Housing Department prior to submittal for building permit. The Housing Department will inspect all restricted units before certificate of occupancy to ensure that the unit is built according to the approved designs.

D. Standards for Restricted Units

1. Kitchen

a. Cabinets

All units shall have kitchen cabinet or other storage area (such as a pantry) proportionate to unit size that, at a minimum, meet the required space listing in the table below. A stove/oven may not be used to meet cabinet requirements, and no more than two cabinet spaces less than one foot in width may be used to meet cabinet requirements.

Unit Size	Lineal Ft of Base Cabinets*	Lineal ft of Upper Cabinets*
Efficiency/studio/one-bedroom < 475 SF	4	4
One bedroom > 475 SF	5	5
Two bedrooms	6	6
Three bedrooms or more	7	7

*Assumes standard 24" depth and 26" height for base cabinets and 12" depth and 30" height for upper cabinets.

Note that additional kitchen storage beyond the minimum is desirable. In some cases, additional cabinetry is provided as either base or upper cabinets and credit is requested to reduce cabinetry elsewhere. Requests to storage requirements will be considered as an exception to be approved by the Housing Department.

b. Countertops

The surface of countertops shall be made of new, durable, easily cleaned materials that are commonly used for countertops. One, two- and three-bedroom units must provide a minimum 3 feet of continuous countertop work space not including interior corner space.

c. Appliances

Section 2. Housing Development Standards and Procedures

2-3. Livability Standards

1. Table of Appliance Specifications

The following table specifies minimum appliance requirements.

Unit Size	Sink width*	Range/oven width*	Refrigerator cubic feet*	Dishwasher*
Studio/One bedroom < 475 SF	24"	24"	18	18"
One bedroom >475 SF	30"	30"	20	24"
Two bedroom	32"	30"	25	24"
Three bedrooms or more	32"	30"	25	24"

*Minimum Size

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2. Quality and Warranty

All appliances shall be new, Energy Star, and UL (Underwriters Laboratories Standards for Safety) listed, and approved appliances. Documentation of the estimated reliability of proposed appliances, such as Consumer Report ratings, should be provided.

Appliances must be of sound quality with the following minimum warranties:

i. Range or Stove and Oven

One-year minimum warranty. All major appliances used for surface cooking must have a ventilation system that meets code (typically, a fan rated at a minimum of 150 CFM).

ii. Refrigerator

One-year minimum warranty on the entire appliance.

iii. Dishwasher

One-year minimum warranty on the entire appliance.

iv. Garbage Disposal

If provided in the market rate units, all restricted ownership units shall include a garbage disposal each with a one-year minimum warranty on the entire appliance.

v. Microwaves and other small appliances are optional.

Section 2. Housing Development Standards and Procedures
2-2. Housing Mitigation Plan

2. Bathrooms

At least one full bathroom is required and must contain a bathtub with shower, sink, toilet, and a minimum of four (4) square feet of storage. Flexibility is allowed as to how the storage is provided and will be approved by the Housing Department

3. Closets and Storage Areas

Adequate storage is essential to providing livable housing. For safety reasons, mechanical rooms should be separate from any storage space and to ensure usable storage space should not open into storage space. All closets and storage areas should have a minimum 7.5' height except those under stairs which can include sloping ceilings down to 6' height unless it is not being counted toward the requirement. All dimensions shall be calculated from the finish trim dimension.

a. Table of Minimum Storage Dimensions

Unit Size	Bedroom closet width	Linen closet* width	Additional storage square feet
Studio/one-bedroom < 475 SF	6 feet	24 inches	25 square feet
One-bedroom > 475 SF	6 feet	30 inches	30 square feet
Two-bedroom	6 feet	30 inches	40 square feet
Three-bedroom or more	6 feet	36 inches	50 square feet

b. Other Storage Standards

1. Closet Depth

Closet depth must be 26 inches.

2. Bedrooms

Bedrooms must each contain a closet that includes one shelf over a rod.

3. Entryway Closets

Entryway closets are not a requirement. If an entryway closet is not provided that will adequately store coats and shoes/boots for one person in a studio, two persons in a one-bedroom, three persons in a two-bedroom and four persons in a three-bedroom, then an area for hanging/storing coats and shoes/boots near the entryway is required that will adequately provide for the same persons per unit.

Section 2. Housing Development Standards and Procedures

2-3. Livability Standards

4. Additional Storage

In addition to bedroom, linen and entryway storage, additional storage must be provided. Locations may include the basement, garage, exterior to the unit or interior to the unit. The intent of this storage is to provide space for large or outdoor items such as bicycles, strollers, recreational gear, etc. If appliances are located in this area, their footprint cannot be counted toward square footage of storage and must be approved by the Housing Department.

5. Closet and Storage Doors

Closet and storage doors must be sliding doors, folding doors, or doors that open outwards to allow for access to space. Doors are not required on interior storage. Closets and storage space may not have any other doors opening into the space.

4. Floor Coverings

New carpet, wood, tile, vinyl or linoleum floor covering shall be provided, with a minimum 10-year warranty. New water-resistant floor covering other than carpet is required in kitchens and bathrooms. Floor coverings are required on all subfloor material with the exception that concrete can be used as flooring material.

5. Room Sizes and Shapes

All units must include appropriate and adequate room sizes and room shapes (generally rectilinear) that allow for functional furniture placement. Minimum sizes should be measured at the narrowest point in the room. Where any room such as the dining room is adjacent to the kitchen area, a 3' wide buffer between all kitchen cabinets, appliances and workspaces may not be included in the minimum room calculation. All dimensions shall be calculated from the finish trim dimension.

It is highly recommended that room dimensions include an additional 1-2" as a margin of error to accommodate discrepancies in the framing and finish.

a. Minimum Room Size

Unit Size	Minimum Square Feet
Studio/One-bedroom <475 SF	100 SF
One-bedroom	120 SF
Two-bedroom	180 SF
Three-bedroom or more	200 SF

d. Bedrooms

Section 2. Housing Development Standards and Procedures

2-2. Housing Mitigation Plan

The first bedroom shall be a minimum of 120 square feet. Additional bedrooms shall be a minimum of 90 square feet. No bedroom shall have a finish dimension less than nine feet (9'0).

e. Living/Dining Rooms

Living/Dining Rooms shall provide the following minimum dimensions with no dimension less than ten feet (10'0).

Connections and openings, circulation to and through, and exterior doors and windows shall not compromise the ability to furnish the living/dining area. Furniture layouts shall be used to set critical room dimensions. There shall be a minimum of one layout that is possible that will seat every household member assuming one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom and at least one seven-foot sofa, space for side tables, and ample leg room. Mechanical features, such as fuse boxes, shall not be visible or a central feature in the living area.

The eating/dining area may be in a separate room, part of a combined living/dining area, or in the kitchen provided a 3' wide buffer between all kitchen cabinets, appliances and work spaces is not included in the minimum room calculation and a table and chairs (minimum 2 chairs – 4 chairs for two-bedroom or larger) can be shown to fit into the space without blocking circulation or doorways. A countertop eating area a minimum of 12" deep and 36" in length may be an acceptable alternative for units with less than two-bedrooms.

f. Studios and One-Bedrooms less than 475 square feet

All units must include appropriate room shapes (generally rectilinear) that allow for functional furniture placement including a sleeping area that will accommodate a twin bed, a living area that can accommodate a 6' sofa, and a cooking eating area (table or island) that will accommodate two persons/chairs or stools. Furniture layouts shall be used to set critical room dimensions that include room for circulation.

6. Windows/Noise Mitigation

All living areas and bedrooms shall have a minimum of one window that can be opened.

Housing units that share walls with other residential or non-residential spaces must provide noise mitigation in walls, floors and ceilings for both airborne and impact sound.

All windows in rental units that have locations where pedestrians or passersby can see directly into the window must provide window shades or coverings that open from the top down to allow partial closing that provides privacy but also allows for the maximum amount of natural light to enter the unit and for ventilation.

Section 2. Housing Development Standards and Procedures

2-3. Livability Standards

For developments that propose affordable units facing on and within 100 yards of road-ways with allowable speeds in excess of 35 miles per hour or other types of industrial or other noise must have windows facing these conditions that meet a 32 Sound Transmission Class (STC) rating standard for noise mitigation or greater.

7. Laundry

Restricted ownership units shall include washer/dryer hookups.

8. Heating and Hot Water

Furnaces, boilers, or hot water heaters provided must have a 5-year minimum warranty. Hot water heaters must be appropriately sized to adequately serve the number of anticipated occupants based on one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom.

Heating mechanical units may not be located on any patio or deck used to meet open space requirements or interior to the unit in a way that reduces usable floor area.

9. Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

- Built-in storage space such as drawers under beds, stairs, etc.
- Creative shelving in dead space
- Washer/Dryer or communal laundry area in rental units
- Extra storage for recreational equipment
- Additional closet space
- Additional cabinetry

E. Standards for Dormitories

General livability standards (Section [2-3. Livability Standards](#)) will apply except when these dormitory standards differ. There shall be a minimum of 150 square feet net livable floor area per person, including sleeping, bathroom, kitchen, and lounge space. Net livable floor area shall not include interior or exterior hallways, parking, patios, decks, laundry rooms, mechanical areas, and storage.

1. Bathroom

At least one bathroom shall be provided for shared use by no more than four persons, containing at least one toilet, one sink, one bathtub with a shower, and a total area of at least 60 habitable square feet.

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Section 2. Housing Development Standards and Procedures

2-2. Housing Mitigation Plan

2. Kitchen Facility

A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Housing Department's approval and determination that the facilities are adequate in size to service the number of persons using the facility.

Provide seating at a table or bar area for each person proposed to use the facility. The kitchen must have a range with a minimum of 4 burners and an oven. A refrigerator at least 5 cubic feet per person proposed to use the dorm. Each unit must have a minimum of 7 lineal feet of base cabinets and upper cabinets. Each unit shall have a kitchen sink at least 31 inches wide.

3. Storage Space

Each unit occupant shall be provided at least 20 net square feet of enclosed storage space located within, or in close proximity to, the unit. This is in addition to the required 150 square feet of net livable floor area of living space per person.

4. Occupancy

A dormitory unit shall not be occupied by more than eight persons.

5. Variances

At its discretion, Housing Department staff may allow a variance to the requirement of 150 square feet. To receive approval for a variance, an applicant shall provide a minimum of 60 square feet of sleeping area per person and meet conditions 1- 4, listed above.

F. Standards for Conversions of Existing Housing Stock

If existing unrestricted housing is offered and accepted by the Town of Jackson or Teton County, as adequate to meet an affordable housing requirement, the existing units must be upgraded in accordance with the following standards, unless a variance from these requirements is approved by the Planning Department of the Town or County.

Applicants shall bear the costs of any required upgrades to meet the standards, as listed below. Applicants will also be responsible for any structural/engineering reports requested by the Housing Department to assess compliance with the Housing Department standards of the proposed units.

1. Standards

a. Paint

All units must be freshly painted;

Section 2. Housing Development Standards and Procedures

2-3. Livability Standards

b. Appliances

All appliances must be purchased within the last five years and be in good condition and in working order. Evidence must be provided to verify the appliance was purchased within the last five years;

c. Carpet

New carpet shall be provided (unless carpet has been purchased in the last five years and is in good condition and repair). Evidence must be provided to verify the carpet was installed within the last five years;

d. Exterior

The exterior walls shall be freshly painted within one year of dedication, a general level of upgrade to yards and landscaping shall be provided, and windows, heating, plumbing, and electrical systems, fixtures and equipment shall be in good condition and working order;

e. Roof

For ownership units, the roof must have a remaining useful life of at least ten years. Evidence must be provided to verify this; and

f. Building Standards

The unit shall meet Uniform Building Code minimum standards, as well as any applicable housing code.

g. Existing Housing Stock

See Section 6.3 of the LDRs for other existing housing stock requirements.

2. Compliance with Section 2-3 Livability Standards

It is recognized that use of existing housing stock makes it more difficult for units to be in compliance with Section 2-3 Livability Standards. The Housing Department will inspect the unit prior to approval to analyze the unit based on the Livability Standards. Flexibility will be allowed according to Section 2-3.d.9 at the sole discretion of the Housing Department.

SECTION 3. QUALIFICATION AND ELIGIBILITY

3-1. General Descriptions

Each housing program described in these Housing Department Rules and Regulations is evaluated on two levels to determine the requirements of occupants and/or owners to purchase and/or occupy the housing unit in question; the two levels of evaluation are herein referred to as qualification and eligibility.

A. Qualification

Qualification is the most general and applies to all housing programs.

B. Eligibility

Eligibility refers to additional requirements specific to a particular restricted housing unit or program.

3-2. Qualification

To be considered a qualified household under these Housing Department Rules and Regulations, all of the following criteria must be met prior to the time of closing:

A. Employment Requirement

At least one member of the household must fit one of the following categories:

1. Employed in Teton County

Be employed at a local business or organization located in Teton County an average of at least thirty (30) hours per week or 1560 hours annually. For purchases outside of a Weighted Drawing, the household can be under contract for employment at a local business or organization located in Teton County, Wyoming, where such contract commences employment before move-in or closing on a restricted housing unit, and the employment will be for a minimum of 30 hours per week or 1560 hours per year. For teachers, 250 hours are added to their annual hours to account for hours worked without pay such as renewing certifications, grading papers, etc.

a. Self-Employed

If self-employed, hours of work must be documented to substantiate meeting the 30-hour per week / 1560 hours per year requirement. Since self-employment is often unique, different methods of verification may be used. Reasonable annual income is the first method that will

Section 3. Qualification and Eligibility

3-2. Qualification

be reviewed. Other methods may include verification from vendors, employees, or other applicable methods.

2. Employment Exemptions

a. Military Service

Active military service in the U.S. Armed Services counts as employment in Teton County, Wyoming if that member of the household met employment criteria in Teton County, Wyoming for a minimum of two years prior to enlisting.

b. Disabled

An individual who is defined as disabled and is unable to be gainfully employed due to the disability meets the employment qualifications for housing in Teton County if the individual has a minimum of one (1) year of full-time residency in Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.

1. Two-adult Household

A two-adult household with one adult who does not meet the definition of disabled and is not the full-time caregiver to the disabled adult in the household does not qualify for the Disabled Exemption.

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c. Caregiver

Work as a caregiver counts as an employment exemption if the following criteria are met:

1. Full-time Resident

The caregiver is a full-time resident of Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.

2. Duration and Timing of Caregiving

The caregiver was or is volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and, therefore, was unable to gain full-time employment in Teton County. Verification will be required using varying methods including but not limited to birth certificates, letter from health provider, and affidavits from family members or neighbors.

d. Secondary School Attendance

Secondary education counts as an employment exemption if other employment criteria were met in Teton County, Wyoming at least two (2) years immediately prior to seeking secondary education.

Section 3. Qualification and Eligibility

3-2. Qualification

e. Hospitalization

Hospitalization counts as an employment exemption if the hospitalized member of the household worked in Teton County, Wyoming at least two (2) years immediately prior to becoming hospitalized.

B. Citizenship

At least one (1) member of the household must be a U.S. Citizen or be hold a Lawful Permanent Residency card in the United States in order to qualify to purchase a restricted housing unit.

C. Age

At least one (1) member of the household must be eighteen (18) years of age.

D. Financial Ability

The Household must qualify without a cosigner for a loan through an institutional lender to purchase a restricted housing unit.

1. Contingencies

Any contingencies on lender's qualification may be a cause for the Housing Department to deny qualification to the household. If a contingency requires the household to sell a home prior to the purchase of a restricted housing unit, it will be disclosed to the seller, and the seller will have the option to deny going under contract with the selected household.

2. Disclosure of Financial Gifts

Financial gifts received by the household must be disclosed to the Housing Department and will be counted toward household net assets. A letter from the gift or certifying the gift and the amount of the gift will be required.

3. Use of Retirement Savings for Down Payment

Down payment funds that are withdrawn from retirement accounts will be counted toward household net assets.

4. Qualified Mortgages

All liens that encumber the property must be 'qualified mortgages' made by a 'qualified mortgagee' or will not be secured by the property (See Section 9. Definitions).

Section 3. Qualification and Eligibility
3-2. Qualification

E. REASONABLE ACCOMMODATION

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1. Housing Department Consideration

The Housing Department will consider all requests for Reasonable Accommodations. Approvals will be given according to the Joint Statement made by HUD/DOJ (Reasonable Accommodations under the FHA). Reasonable Requests will be approved if they do not impose undue financial and administrative burden on the Housing Department or if they don't fundamentally alter the nature of the Housing Department's operations. Determinations will be made on a case by case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the Housing Department, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would effectively meet the requester's disability related needs.

Section 3. Qualification and Eligibility
3-2. Qualification

3-3. Eligibility

Households may be required to meet one or all of the following eligibility criteria to be eligible to purchase, rent and / or occupy a housing unit. The restriction on the housing unit and / or the specific housing program will determine if additional eligibility requirements apply.

A. Household Income

Eligibility Criteria differs between units that are targeted to different affordability ranges. The “Household Income and Asset Chart” that sets income and asset requirements is updated annually and published on the Housing Department website. It can also be obtained from the Housing Department.

1. Affordability Ranges

Below are the affordability ranges based on percentage of Median Family Income (MFI) as calculated by the U.S. Department of Housing and Urban Development (HUD). Legacy units restricted prior to 2018 adoption of Housing Mitigation Standards in the LDRs used different “income categories.” These income categories will still apply to legacy units that set out these income categories in the unit’s restrictive covenants.

a. Affordable and Affordable Rental

Legacy Units developed prior to 2018 adoption of Housing Mitigation Standards

0 – 80% Category 1

80% – 100% Category 2

100% – 120% Category 3

120% – 140% Category 4

140%– 175% Category 5

175% – 200% Category 6

Rental units developed after 2018 adoption of Housing Mitigation Standards

0 – 50%

50% – 80%

80% – 120%

>120%

Section 3. Qualification and Eligibility

3-3. Eligibility

Ownership units developed after 2018 adoption of Housing Mitigation Standards

50% - 80%

80% – 120%

>120%

b. Legacy Attainable Units

Category 2 = $\leq 120\%$

Category 3 = $\leq 140\%$

Category 4 = $\leq 175\%$

c. Employee

Legacy Units developed prior to 2018 adoption of Housing Mitigation Standards

Households are eligible for these Employee housing units if they make up to 120% MFI. If this is inconsistent with the deed restriction recorded on the particular Employee Housing Unit, the deed restriction shall supersede these Housing Department Rules and Regulations.

d. Employment-Based

There is no income eligibility for Employment-Based units. However, at least 75% of the household's combined income must be earned from a business or organization located in Teton County continuously during ownership. If one (1) person in the household is at the age the Social Security Administration allows a person to begin receiving Social Security, their income will no longer be used to calculate the 75% of household income from a local business.

e. Workforce Housing Program

There is no income eligibility for Workforce housing units. However, at least 75% of the household's combined income must be earned from a business or organization located in Teton County continuously during ownership. If one (1) person in the household is at the age the Social Security Administration allows a person to begin receiving Social Security, their income will no longer be used to calculate the 75% of household income from a local business.

f. Other Restricted Housing Units

Income eligibility for other restricted housing units may be set out in restrictive covenants that apply to the particular restricted housing unit.

2. Calculation of Income

Section 3. Qualification and Eligibility

3-3. Eligibility

Household income is based on the current income earned by all intended adult occupants of the restricted housing unit at estimated closing date and is calculated by the Housing Department using the current household income to estimate an annual (12 month) income basis. W-2 earners who have inconsistent incomes and have the same jobs as prior years will have their income averaged over three (3) years or less if less than three (3) years were worked. Households must use their current income and may not make changes or adjustments to earnings in order to fit into a category. Any changes to income must be given to the Housing Department prior to the initiation of a weighted drawing process in order to be eligible to enter the weighted drawing.

a. College-Aged Children

The income of adult children who are members of the household and who are attending college will not be counted.

b. Business Income

Gross income is used minus cash expenses

Businesses that do not have 2 full prior years of income:

1. Tax returns are used to get gross income earned in the first year of business minus cash expenses (if taxes have not been paid, the Profit and Loss will be used for that year to get gross income minus cash expenses). The gross income will be divided by the number of months the business was operating during that year. That number will be multiplied by 12 to get one year of income for the first year.
2. If the business has a full year of income in the second year of operation, the tax returns will be used to get gross income minus cash expenses. This will be the income for the second year.
3. If there is no income for the current year. The first and second years will be averaged.
4. If there is income for the current year, the Year to Date (YTD) Profit and Loss will be used to get gross income minus cash expenses. The gross income will be divided by the number of months to date in the current year. That number will be multiplied by 12 to get one year of income for the current year.
5. The current year will then be averaged with the past year(s).
6. If there is only the current year, the current year number will be used.

Businesses that have 2 full prior years of income:

1. Tax returns will be used for each of the 2 prior years.
2. The gross income minus cash expenses for each year will be used.
3. For the current year, the YTD Profit and Loss will be used. The gross income minus cash expenses divided by the number of months to date in the current year to get average monthly income. The average monthly income will be multiplied by 12 to get one year of income for the current year.

Section 3. Qualification and Eligibility

3-3. Eligibility

4. The current year will be averaged with the 2 prior years.
5. If there is no income for the current year, Step 1 will be used to calculate for 3 prior years and the 3 prior years will be averaged.
6. If the third prior year is the first year the business was operating, tax returns will be used to get gross income minus cash expenses. The gross income will be divided by the number of months the business was operating in that year to get average monthly income. Average monthly income will be multiplied by 12 to get one full year for the first year in business.

Seasonal Businesses:

1. The steps above will be used to get average monthly income. The average monthly income will be multiplied by 12 to get one full year of income.

c. Household Members

All individuals who are intending to occupy the unit must be included on the application. All adults not attending college and/or age 25 or higher must include income and assets on the application. For Affordable units adults not listed on the application may not reside in the home within the first year and without prior approval from the Housing Department. For Workforce units, additional adults may reside in the home at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without all adult occupants signing an Occupancy Agreement. For Affordable units, divorces must be finalized prior to closing on the home. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted.

B. Household Net Assets

Eligibility for some restricted housing units is also based on a qualifying household's net assets.

1. Calculation of Net Assets

Household net assets include the value of all assets over \$500 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts unless money will be withdrawn to be used as a down payment or closing costs, business assets are limited to liquid assets.

Total household net assets shall not exceed two times the four-person household Income requirement for the income category of the housing unit. All household members' shares of liquid business assets shall be included in determination of total household net assets. Net assets of all household members shall be combined in determination of total household net assets. See the

Section 3. Qualification and Eligibility

3-3. Eligibility

“Household Income and Asset Chart” for net asset thresholds, which is updated annually and published on the Housing Department website. A copy may be obtained from the Housing Department.

Rental units do not have asset limits.

2. Ownership of Real Property

a. Ownership at Time of Application:

At the time of application, a Household may own other undeveloped or developed residential or commercial property. The fair market value of such property will be taken into consideration when determining household net assets. A price opinion using a market analysis will be obtained by the Housing Department through a local real estate firm within thirty (30) days from the date of submittal of an application for a restricted housing unit to determine fair market value of the other undeveloped or developed property. The owner of the property will be solely responsible to pay for the price opinion in conjunction with submittal of the Housing Department Application.

1. Ownership of Commercial Property

A household will be able to maintain ownership of commercial property.

2. Designation of Mobile Homes

Mobile homes situated in a mobile home park or on other land with hook-ups to water/sewer and electricity will be considered residential property, and thus, will be required to be sold as with other residential property. If the mobile home is not situated in a mobile home park or other land with hook-ups to water/sewer and electricity, it will only be considered an asset.

3. Rental Income and Rental Assets

Rental income from any residential real estate will be counted toward household income and the asset will be counted toward net assets.

d. Required Sale of Residential Property

Once under contract for a restricted housing unit, the qualifying Household must list residential property (developed or undeveloped), located within 150 miles driving distance from the Town of Jackson, for sale at a price commensurate with the price opinion. If the property has not sold or is not under contract after one year from the listing date, within 30 days of the year expiring, another price opinion will be obtained. If the price opinion is lower than the listed price, the owner will have 30 days from the date of the price opinion to lower the asking price to that of the price opinion. If after 24 months from the date first listed, the

Section 3. Qualification and Eligibility

3-3. Eligibility

property still has not sold or gone under contract, the Housing Manager of the Housing Department will issue an analysis of the property with a determination of the salability of the restricted housing unit along with the next steps required. A copy of the analysis will be provided to the owner, and the owner will have the opportunity to appeal the determination of the Housing Authority Board. The owner may be required to sell their restricted housing unit if the residential property has not sold.

3. Disposition of Assets

Any member of a household who has assigned, conveyed, transferred or otherwise disposed of property or other assets within the last two (2) years in order to meet the net asset limitation or the property ownership limitation shall be ineligible to purchase a restricted housing unit.

C. Readiness to Purchase

Individuals purchasing a restricted housing unit must demonstrate readiness to purchase by showing the following:

1. Contingencies

Contingencies on lender's qualification must be approved by the Housing Department prior to entering a weighted drawing. Such contingencies include but are not limited to requirement to sell property, requirement to prove down payment via account statement, gift letter or other, and requirement to pay off debt. Examples of proof of down payment are a letter from a family member who may be providing a gift or a bank statement showing funds available.

2. Age

At least one individual in the household must be at least 18 years of age.

3. Execution of Legally Binding Contract

Individuals must be capable to legally enter into a contract.

D. Homebuyer Education

Completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit and/or purchase a restricted housing unit. The required course is offered by Wyoming Housing Network or another Housing Department approved organization.

Section 3. Qualification and Eligibility
3-3. Eligibility

E. Online Intake Form

The Online Intake Form must be completed prior to entering a weighted drawing for a home. Completion of this form will put a household on the Housing Department's email list, and the household will begin receiving emails with information about homes when they are available. All advertising of homes available will be done through email to those who have completed the Online Intake Form and on the Housing Department website. The online Intake Form can be found on the Housing Department's website: jhaffordablehousing.org. This form must be completed in its entirety and updated at least annually. It cannot be completed or updated during a weighted drawing process for a unit in the Affordable Program that the household wishes to enter. The Online Intake Form does not enter a household into a weighted drawing. The weighted drawing is a separate process. See Section 4 Weighted Drawing.

SECTION 4. WEIGHTED DRAWING

The Affordable and Workforce Housing requirements may utilize the weighted drawing process to select a qualified household using the procedures listed below. The weighted drawing will be advertised on the Housing Department website, jhaffordablehousing.org, and via email to all households that have completed the Online Intake Form. See Section 3-3e: Online Intake Form.

4-1. Minimum Occupancy Requirement

In order to ensure that the units meet the intended goals of housing the Teton County workforce and are consistent with mitigation requirements, the following occupancy requirements for units in the Affordable Program are:

Studio:	One (1) or two (2) people
One-bedroom:	One (1) or more people
Two-bedroom:	Two (2) or more people
Three-bedroom:	One (1) or two (2) adults with two (2) or more dependents For rental units; 3 or more people
Four-bedroom:	One (1) or two (2) adults with three (3) or more dependents For rental units; 4 or more people

There are not minimum occupancy requirements for units in the Workforce Housing program, except that if a household enters a drawing and meets the minimum occupancy requirements in accordance with the requirements for the Affordable Program, the household will be given one (1) point (entry) in the drawing.

For purposes of counting household size, children or adult dependents must live with the household and be claimed as a dependent on Federal Income tax returns.

Any deviation from the minimum occupancy requirements must be approved prior to the drawing through the exception process.

4-2. Weighted Drawing Points

Eligible households receive points that will determine the number of entries the household will receive in the weighted drawing. One (1) point equals one entry in the weighted drawing. One (1) point is assigned for each full year of consecutive full-time employment at a local business

Section 4. Weighted Drawing

4-2. Weighted Drawing Points

immediately prior to entering a weighted drawing, with a maximum of ten (10) points. One (1) point is assigned for each qualified critical services provider with a maximum of two (2) points. One (1) point is given to a household who enters a drawing for a unit in the Workforce Program and meets the minimum occupancy requirements in accordance with the requirements for units in the Affordable Program. The total maximum points a household can receive is thirteen (13). Households are not eligible to enter a weighted drawing until they have one (1) full year of full-time employment in Teton County for a local business or one (1) point.

Points are given based on one person in the household. Years working in Teton County cannot be doubled up and must be verifiable. For example, a two-person household, one of which has been employed in Teton County for two years and the other for four years, would be assigned four (4) points.

A. Employment

At least one member of a household must be employed full-time in Teton County at a local business. Full-time employment is defined as at least one thousand five hundred sixty (1,560) hours per year or an average of at least thirty (30) hours per week. Employment exemptions found in Section 0 apply.

1. Interruption of Employment

Interruption of employment will be allowed in special circumstances if other employment criteria are met in Teton County, Wyoming at least two (2) years immediately prior to the interruption of employment. Interruption of employment will only be allowed for a maximum period of two (2) years. Points will not be given for the time period during the interruption of employment. Points will be given for years employed full-time at a local business immediately prior to the interruption of employment. To obtain points for prior employment, a household must have reestablished full-time employment at a local business within one (1) month upon termination of the reason for the interruption of employment. Reasons for allowed interruption of employment include: caring for a sick or disabled immediate family member, attending secondary school, and hospitalization. Verification documentation of the reason for interruption of employment will be required to obtain points for prior employment.

B. Additional Points

1. Critical Services Provider

Qualified critical services providers, as defined in 0: SECTION 9. DEFINITIONS, may be eligible for a maximum of two (2) additional points. Any household may not receive more than two (2) points. However, if a household has one (1) person who qualifies as a critical services provider for two (2) organizations, they will receive two (2) points.

The following conditions must be met to receive the critical services provider designation and priority:

Section 4. Weighted Drawing

4-2. Weighted Drawing Points

a. Critical Services Provider Designation

Organizations who believe their employees or volunteers meet the definition of critical services provider can apply to the Housing Department to become an approved critical services provider organization and have certain job positions deemed 'qualified.' The Teton County Board of County Commissioners and the Jackson Town Council will approve or deny critical services provider organization applications.

1. Required Documentation

Employees who work in these "qualified" positions for approved critical services provider organizations can enter a weighted drawing and receive additional points. These individuals must submit a "Critical Services Provider Supervisor Questionnaire" along with their weighted drawing entry documents. These will be held on file for a period of six months before needing to be updated. The Housing Department will contact the CSP's supervisor to update the Supervisor's Questionnaire.

b. One Year of Full-Time Employment

A qualified critical services provider must earn one (1) point for one (1) year of full-time employment in Teton County at a local business prior to receiving points as a critical services provider.

c. Approval Process

Applications received by the Housing Department for approval as Critical Services Provider Organizations will be processed by staff. The Housing Manager will make a recommendation to the Jackson/Teton County Housing Authority Board who will approve or deny the application.

C. Accessible Units

Priority will be given to households with member(s) who are mobility impaired. If more than one weighted drawing entry is received for Accessible units, a weighted drawing will be held. If no households with members who have mobility impairments apply, the weighted drawing will be held with all other applicants.

D. No Qualified Entries

After a weighted drawing where no qualified entries exist, the unit will be offered again in a weighted drawing. It will be open to households in the next tier of the minimum occupancy requirements. If there are still no qualified entries, the home will be offered first come, first served. The first qualified household to submit a complete application will have the opportunity to purchase.

Section 4. Weighted Drawing
4-2. Weighted Drawing Points

E. Drawing Results

Drawing results are kept on file with the Housing Department and may be requested by the public.

F. Town and County Options

When the Town of Jackson or Teton County holds an option on a unit , Town or County employees will have a preference in Weighted Drawings .

SECTION 5. PURCHASE AND SALE STANDARDS AND PROCEDURES

5-1. Sale and Resale Standards

A. Applicability

Each restricted housing program dictates both the initial sales price and the maximum resale price. The restrictions for each unit should be consulted for exact details.

1. Affordable Housing Program

For the Affordable housing program, these Housing Department Rules and Regulations set out how to determine both the initial sales price and the maximum resale price.

2. Employment-Based Housing Program

The initial sales prices and maximum resale prices for Employment-Based housing units are determined by these Housing Department Rules and Regulations.

3. Workforce Housing Program

The initial sales prices for Workforce housing units are negotiated between the owner and the buyer. After the initial sale, the value will appreciate according to the Denver-Aurora-Lakewood CPI with a maximum of 3%. If the Denver-Aurora-Lakewood CPI no longer exists, another similar index will be used.

4. Attainable Housing Program

The Attainable housing program does not place limits on sale or resale prices, but buyers still must meet the qualification and eligibility rules laid out in Section 3. Qualification and Eligibility.

5. Other Programs

For other restricted housing units, the property's restrictions clarify how the sale and resale prices are configured.

6. Rental Rates

For information on maximum rental rates permitted by the rental housing programs, see Section 5-2 and 6.

Section 5. Purchase and Sale Standards and Procedures
5-1. Sale and Resale Standards

B. Maximum Sales Price

The Housing Department updates the maximum sales prices for Affordable housing units obligated by the LDRs on April 1st of each year. The maximum sales prices are available on the Housing Department's website or at the Housing Department. The methodology listed below shall determine the maximum sales prices. The intent of the maximum sales prices is to ensure initial and long-term affordability.

1. Median Family Income

Each year, the U.S. Department of Housing and Urban Development (HUD) releases Median Family Income figures for Teton County, Wyoming. The Housing Department uses this data to determine household incomes for the applicable restricted housing units based on number of bedrooms and persons per bedroom.

2. Household Size

The Household Size for determining maximum sales price is based on number of persons per bedroom in the applicable restricted housing unit.

3. Affordability Range

The household income for the applicable restricted housing unit is set at the middle of the affordability range to ensure affordability. For example: the income range for affordability range 3 is 81% - 120% MFI; therefore, an income of 100% MFI would be used in calculating the maximum sales price.

4. Percentage of Income

The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments (including principle, interest, taxes, insurance and HOA dues) cannot exceed 30% of the Median Family Income for each affordability range.

5. Maximum Sales Price Calculation

The maximum sales price for a restricted housing unit is determined by calculating 30% of a qualifying household's income, using the following assumptions:

a. Loan Principal and Interest

22% of household income covers principal and interest.

Section 5. Purchase and Sale Standards and Procedures
5-1. Sale and Resale Standards

b. HOA dues, Taxes and Insurance

8% of household income covers HOA dues, taxes, and insurance,

c. Mortgage Assumptions.

Assumptions for the mortgage include: 30-year mortgage, 5% down payment, 20-year rolling average interest rate for a qualifying household earning the median of the applicable income category.

6. Potential Variability of Maximum Sales Price

a. Below grade or no garage

The maximum sales prices will be lower if the unit is below grade, or if there is no garage.

b. Housing Department Option to Purchase

If an owner is determined to be in default of their restrictions, the Housing Department will have the option to purchase the property for a purchase price equal to the maximum resale price or the appraised value, whichever is less, subject to the Housing Department's ability to limit appreciation and/or reduce proceeds, and on such other terms as are provided in the restrictions.

c. Stopping Appreciation

If an owner is found to be in default of their restrictions, the Housing Department may cease the appreciation of the property when determining the maximum resale value beginning on the known date the owner began being in default.

C. Maximum Resale Price

The intent of the maximum resale price is to ensure long-term affordability of the restricted housing units at resale. The maximum resale price (MRP) shall be the original purchase price (OPP) with the following adjustments:

1. Appreciation 3% or Denver-Aurora-Lakewood CPI

Appreciation of the value of the restricted housing unit is based on the Denver-Aurora-Lakewood CPI each year not to exceed 3%. The latest published numbers for Quarter two (2) and Quarter four (4) of each year will be used unless the deed restrictions or ground lease specifically reference an alternative appreciation method or no measured appreciation.

The following standards apply:

Section 5. Purchase and Sale Standards and Procedures

5-1. Sale and Resale Standards

1. Date of purchase is defined as seller's original closing date (date seller purchased the restricted housing unit). If the closing date is on or after the 15th of the month, the month is not counted for prorating the value. If the closing date is before the 15th of the month, the entire month is counted.
2. Three (3) months will be added to the date that the "Letter of Intent to Sell" is received and will be considered the estimated closing date.
3. If the Letter of Intent to Sell is received on or before the 15th of the month, the entire month is counted. If the "Letter of Intent to Sell" is received after the 15th of the month, the month will not be counted. Each eligible whole month will be prorated.

a. Denver-Aurora-Lakewood CPI

The CPI used to calculate maximum resale prices in some restrictions is the Denver- Aurora-Lakewood (formerly Denver-Boulder-Greeley) CPI. New figures are published by the Colorado Department of Labor and Statistics twice a year, normally in March and August. In calculating the allowed maximum appreciation of a home, the latest reported figure will be averaged with the other reported figure for the year and used up to the date new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the Denver-Aurora-Lakewood Colorado CPI ceases to exist, a comparable index will be used.

b. Northwest Wyoming Cost of Living Index

The NWCLI figure used to calculate maximum resale prices in some ground leases is obtained from the Wyoming State Division of Economic Analysis and is calculated with All Items minus Housing. It is updated quarterly and released generally in June for the First (1) Quarter, October for the Second (2nd) Quarter, December for the Third (3rd) Quarter and March for the Fourth (4th) Quarter. The latest reported figure will be averaged with the other reported Quarters of the year and will be used up to the date the new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the NWCLI ceases to exist, a comparable index will be used.

c. Flat Appreciation Rate of 2.5 Percent

The flat appreciation rate of 2.5% found in some restrictions is not based on an index. Rather, it is based on an analysis of incomes over 20 years, where it was found that incomes rose on average by 2.5% per year.

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5-1. Sale and Resale Standards

2. Cost of Actual Capital Improvements

Restricted housing units that have deed restrictions or ground leases allowing for improvement credits can add the value of these improvements to the appreciated value to calculate the MRP based on the following.

Credit for capital improvement expenditures on the restricted housing unit given at resale will be no more than 10% of the OPP of the home except where the Housing Department has determined otherwise. All capital improvements must be pre-approved by the Housing Department and properly permitted and inspected by the Town of Jackson or Teton County Building Official. Approval/disapproval must be determined prior to actual construction to be considered at time of sale. Improvements done without prior approval will not be considered for capital improvement credit. It is the owner's responsibility to secure any approval necessary from the restricted housing unit's Homeowners Association and obtain any necessary permits prior to undertaking any Capital Improvement. Please consult Section 5-1.E. Capital Improvement Standards

3. Depreciated Costs of Capital Improvements

The depreciated costs of Capital Improvements can be added to the appreciated value to calculate the MRP, so long as they do not exceed ten percent (10%) of the OPP or as determined by the Housing Department on a project-specific basis. All capital improvements will be depreciated as applicable according to the Marshall and Swift Residential Cost Handbook or a similar resource. See Section 5-1.E Capital Improvement Standards.

4. Maintenance Adjustment

Households are required to keep restricted housing units in a properly maintained state. Housing Department staff and/or a third-party inspector hired by the Housing Department will inspect the property after receiving the "Letter of Intent to Sell" from the owner. The inspector will provide an inspection report to the Housing Department. The Housing Department may require the owner to repair or replace items on the inspection report. The buyer also has the opportunity to inspect the property and provide the Housing Department with a list of items. If required repairs, replacement, or cleaning are not made by the owner prior to the Housing Department's final walkthrough two (2) business days before closing, the Housing Department will estimate the costs at its sole discretion, and an adjustment may be made to the seller's proceeds or to the maximum resale price. These funds will either be given to the buyer to make the repairs or held by the Housing Department at the Housing Department's sole discretion. If funds are given to the buyer, the buyer will be expected to make the repairs on their own. If the repairs are not made, the buyer will be charged when they sell the home. If the Housing Department holds the funds, the buyer will be reimbursed based on receipts received from the buyer. If any funds remain after the repairs are completed, they will be released to the seller.

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5-1. Sale and Resale Standards

5. Other Costs

Any additional costs allowed by the Housing Department pursuant to the policies in effect on the date of the restricted household's "Letter of Intent to Sell."

D. Selling Procedures

All restricted housing units shall be sold in accordance with applicable restrictions and/or these Housing Department Rules and Regulations as determined by the Housing Department, Town and/or County, which may vary depending on the specific housing program under which the restricted housing units were created.

1. Letter of Intent to Sell

The seller shall submit a completed Letter of Intent to sell form to the Housing Department to begin the selling process. The form can be found on the Housing Department's website or can be obtained from the Housing Department. The Housing Department staff will set up a meeting with the seller to review the selling process and the seller documents. The Letter of Intent must be submitted and the meeting with the seller must occur the week prior to the beginning of the weighted drawing entry period. See section 4. The seller shall be given the option to choose the Title Company. If the seller has no preference, the Housing Department will choose the Title Company. If the seller decides not to sell the unit after submitting the Letter of Intent to sell, the seller must reimburse the Housing Department for any costs the Housing Department has incurred. Once the contract has been signed by buyer and seller, both parties are legally bound by the contract.

2. Facilitation of Sale

The Housing Department facilitates the sales of restricted housing units to accomplish the sale according to the instructions in the Grund Lease/Deed Restriction and to provide a transfer to a Qualified Household. Specifically, the Housing Department facilitates sales of Affordable housing units, Employment-Based units, Workforce housing units, and Accessory Residential Units. Sellers will be required to enter into a Facilitation Agreement with the Housing Department to sell their home. The Facilitation Agreement must be executed prior to advertising the home for sale through a weighted drawing process.

3. Maximum Resale Letter

The resale price of the restricted housing unit shall be calculated according to its restriction and stated in the "Maximum Resale Letter." Maximum resale prices will be rounded to the nearest dollar. An official copy will be mailed, or hand delivered. A copy can be requested from the Housing Department by email or fax. The Maximum Resale Price shall be the only exchange of

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value between parties to any sale of the restricted housing unit. Any exchange of value outside the allowed sale price shall invalidate the sale.

4. Facilitation Fee (2%)

At the closing of the sale, the seller will pay to the Housing Department a fee equal to two percent (2%) of the sales price, unless otherwise instructed in the deed restriction, for facilitation services. The Housing Department may instruct the Title Company to pay such fees out of the funds held for the seller at closing. The Housing Department may also waive the fee, or a portion thereof, in its sole discretion.

5. Costs for Declining Initiated Sale

If the seller decides not to sell the restricted housing unit at any point before closing, the seller will be responsible for all advertising and/or other costs associated with listing the unit for sale.

6. Viewing of Unit

Once the weighted drawing is completed, the first household drawn will be contacted by the Housing Department and a time set up to view the unit. This viewing shall occur within five (5) business days of the household being notified that they were selected first in the drawing. The household will have two (2) business days to respond to the Housing Department's efforts to contact them to notify them that they were selected. A phone call and an email will be sent to the household. If there is no response, the Housing Department will move on to the next household drawn. The seller is required to make the restricted housing unit available with reasonable notice on a minimum of two (2) occasions to show the property to the selected household prior to going under contract.

7. Inspection

The Housing Department will order a third-party inspection to be done on the home by a qualified home inspector. The inspection information/report is for the use of the Housing Department and will not be released to any buyer. Buyers shall have the option to order their own inspection to be done on the home. It is the Housing Manager's sole discretion as to whether items found by an inspector will be required to be repaired. A list of items required to be repaired will be given to the seller by the Housing Department. The seller is expected to have the items completed no later than three (3) business days prior to the closing date.

8. Complete Application

The household shall have five (5) business days from the day they are notified that they were selected first in the drawing to submit a complete application to the Housing Department. The Checklist for Complete Application and Application form can be obtained from the Housing

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Department's website or from the Housing Department. The Housing Department reserves the right to request additional documentation when verifying a Household's eligibility and qualification. If for any reason the buyer cannot close within three (3) weeks of the seller's timeline, the seller may choose to move on to the next household drawn.

9. Qualification

The Housing Department shall review the application and supporting documents and calculate income, assets, and hours worked to verify eligibility and qualification. This process normally is complete within five (5) business days of receiving the application. However, it may take longer in unique circumstances. Once the Housing Department completes the review and verification of eligibility and qualification, the applicant is notified of approval or denial. If the applicant does not qualify, the next household drawn in the weighted drawing will be notified and the process will start over.

10. Qualified Household Meeting

When the Housing Department has identified a qualified household who wishes to move forward with the purchase of the home, the qualified household will have five (5) business days to attend a meeting to review the purchase process and purchase documents, which include the Contract for Purchase and Sale of Residential Real Estate or Residential Improvements in the case of a Ground Lease and the buyer's Facilitation Agreement. The applicant has five (5) business days from the meeting day to review and execute the purchase documents and return them to the Housing Department with earnest money as called for in the Contract. If the contract is not signed and returned within five (5) business days, the next household selected in the drawing will be notified and given the option to purchase the home if qualified.

11. Final Walk Through

The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company. Final Walk Through

A final walk through will occur generally two (2) business days prior to the closing date. If the Housing Department finds maintenance or repair items that have not been completed, the Housing Department will estimate the costs of the maintenance/repair items and withho

E. Capital Improvement Standards

1. Approval Required

Owners must receive written approval from the Housing Department prior to beginning the work in order to receive credit for the capital improvement. To obtain approval, the "Request for

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5-1. Sale and Resale Standards

Capital Improvement" form must be submitted along with estimated costs and drawings and/or plans and a narrative of the work to be done. Once the improvement is complete, copies of all receipts for materials and labor must be given to the Housing Department. No credit will be given for sweat equity.

a. Capital Improvement Request Fee

Applicants for Capital Improvement requests will be charged a fee by the Housing Department in accordance with the Housing Department Fee Schedule.

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2. Workmanlike Manner

All improvements whether approved Capital Improvements or other must be built in a workmanlike manner, and according to Town of Jackson or Teton County building codes. All required permits and completion releases must be obtained from the Town or County. Any owner that does capital improvements without obtaining the proper permits or if it is determined at the Housing Department's sole discretion that the improvements have not been done in a workmanlike manner may be required to make repairs or remove the improvements and return the home to its original condition.

3. Approved Capital Improvements

A Capital Improvement is an improvement done to the home for which the homeowner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy but is not a luxury item. The term "approved capital improvement" shall only include the following:

1. Fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
2. For the benefit of seniors and/or handicapped persons;
3. Health and safety protection devices (including radon);
4. Adding and/or finishing of permanent/fixed storage space;
5. Finishing of unfinished space;
6. Landscaping; Adding trees, shrubs, lawn, patio, walkways, or sprinkler systems;
7. Decks and balconies, and any extension thereto;

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8. Partial credit may be given for upgrade improvements that will increase the life of the component as compared to the original product or increase the long-term affordability of the home.

4. Improvements Not Approved for Credit

Permitted capital improvements shall not include the following:

1. Jacuzzis, saunas, steam showers and other similar items;
2. Upgrades or addition of decorative items, including lights, window treatments and other similar items;
3. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit, unless replacement is shown to improve the lifespan of the component or the long-term affordability of the restricted housing unit.
4. Repair and Maintenance Items – a repair or maintenance item is an expenditure that restores a property to a sound state.

F. Resale and Transfer Limitations

1. Transfer of Title

Transfer of title is not allowed unless approved by the Housing Department. To apply for approval, owners need to complete the Housing Department's "Request for Transfer of Ownership (Title)" form and submit it to the Housing Department along with a fee in accordance with the Housing Department Fee Schedule published annually, which covers legal and recording fees. In some cases, a complete application will be required to be submitted for qualifying purposes.

a. Divorce

In the event of the divorce of an owner, the Housing Department may consent to the transfer of the residential unit to a spouse of an 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

1. Nonqualified Transfer on Death

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.

Section 5. Purchase and Sale Standards and Procedures

5-1. Sale and Resale Standards

2. Qualified Transfer on Death

In the event of the death of an owner, a qualified transferee must meet Occupancy, Use, Qualification and Eligibility criteria in accordance with these "Housing Rules and Regulations" within 90 days of the transfer of title.

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c. Nonqualified Transferee

If title to the restricted housing unit vests in a nonqualified transferee, as defined in these Housing Department Rules and Regulations Section 3-2. Qualification, the restricted housing unit shall immediately be listed for sale in accordance with the restrictions and the Housing Department Rules and Regulations. The following shall apply when the Housing Department determines there is a nonqualified transferee:

1. Cooperation with the Housing Department

A nonqualified transferee shall cooperate with the Housing Department to affect the sale, conveyance or transfer of the restricted housing unit to a qualified household (or the Housing Authority in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale conveyance or transfer.

2. Compliance with Restriction

A nonqualified transferee shall comply with the restrictions, the Housing Department Rules and Regulations, and all other covenants regulations, ordinances, statutes, laws, or rules governing the ownership, occupancy, use, development or transfer of the restricted housing unit, and further may only occupy the restricted housing unit with the prior written consent of the Housing Department.

2. Trusts

Restricted housing units may not be put into any type of a trust. This is the equivalent of transferring ownership, and trusts are not qualified to be the owner of a restricted housing unit.

3. Nontestamentary Transfer on Death

A "Nontestamentary Transfer on Death" deed is allowed to be recorded on restricted housing units. Applicant for a Nontestamentary Transfer on Death will use the Housing Department's Form and pay a fee to the Housing Department in accordance with the "Housing Department Annual Fees" schedule, the Form, will include the following:

1. Beneficiary

It conveys an interest in real property to a beneficiary designated by the owner and states the deed is effective upon the death of the owner.

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Section 5. Purchase and Sale Standards and Procedures

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2. Subject to Encumbrances

It must be subject to all other encumbrances on the property to which the owner was subject to during their lifetime, including the Restrictions on the property.

3. Approval by Housing Department

The Housing Department must approve the document before recordation.

4. Title

All adults who occupy the restricted housing unit for more than 30 accumulative days in a calendar year, except for children attending college, must sign an Occupancy Agreement along with the Owner. Situations that require an Occupancy Agreement include but are not limited to marriage, a significant other moving in, a friend moving in, renter etc. Additions and removal of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. An adult may not be moved into an Affordable unit for at least one year after closing and only with approval from the Housing Department. Adults may be moved into workforce units prior to one year, however, the household must be qualified and approved by the Housing Department. Buyers will be required to sign an Occupancy Affidavit at closing.

G. Other Sale and Resale Standards

1. Privy to Purchase and Sales Agreement

Sellers and buyers shall provide a copy of the "Purchase and Sale Agreement" to the Housing Department. All financial information shall remain confidential, except as follows:

a. Public Records

Any document that would customarily be a matter of public record in the public records of Teton County, Wyoming, and is subject to the Wyoming Public Records Act;

b. Weighted Drawing Positions

The names and positions of all persons who have participated in any Rental Weighted drawing held under these Housing Department Rules and Regulations;

c. Freedom of Information Act or Wyoming Public Records Act

Any other information, which a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Wyoming Public Records Act; and

d. Audits

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In addition, the Housing Department may allow access to personal and private information to any person or entity undertaking an independent audit of the records kept under these Housing Department Rules and Regulations, provided that such person or entity agrees to be subject to this confidentiality provision.

2. Independent Legal Counsel

All sellers and buyers of restricted housing units are advised to consult independent legal counsel to examine all contracts, CC&Rs, deed restrictions, agreements, affidavits, closing statement, title documents, etc. The retention of such counsel, or related services, shall be at the seller's and buyer's own expense. The sellers and buyers and/or their attorneys will not be allowed to make changes to Housing Department documents. A "Buyer's Acknowledgement" form will be required to be signed prior to closing acknowledging recommendation to obtain legal counsel. The "Buyer's Acknowledgement" form will be provided to the buyer for review prior to closing.

3. Title Company

The Housing Department advises sellers to use a title company and escrow agent located in Jackson, Wyoming to close the transaction because of their expertise with the Housing Department's restricted housing programs and their unique and technical closing documents. The seller and buyer shall authorize the Housing Department to review the "Settlement Statement" prior to closing. Sellers can select a title company and escrow agent of their choice. If no title company is indicated, the Housing Department will select one.

4. Lenders

a. Approved Lending Institutions

Borrowers are restricted to the following lending institutions licensed to engage in mortgage lending practices in the State of Wyoming:

1. Institutional Lender

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

2. Community Loan Fund

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

3. Non-affiliated Legitimate Finance Company

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

b. Required Down Payment and Loan to Value Ratio

The Housing Department requires that all buyers have at least 3.5% down payment on a purchase, and no refinance or second mortgage obtained after the original purchase is allowed to be higher than 95% loan to value.

c. Debt to Income Ratio

The total debt to income ratio for a household may not exceed 45%.

d. Qualified Mortgage

Lenders may submit a "Qualifying Mortgage" form to the Housing Department to have the mortgage deemed a "qualifying mortgage." When submitting a qualified mortgage request, a copy of the title commitment and the Transmittal Summary (HUD Form 1008), or other documentation containing the same information, is required to be attached. The "Qualifying Mortgage" form can be obtained from the Housing Department or from the Housing Department's website.

For homes that do not have a measured appreciation, such as Attainable homes, an appraisal recognizing the restriction on the property is required.

The Housing Department reserves the right to require additional information before approving a mortgage as a "qualifying mortgage".

5. Total Debt

Owners shall not incur debt, liens or other obligations secured by the restricted housing unit that exceed 95% of the Original Purchase Price of the unit and shall notify the Housing Department immediately when a change in the total of these secured obligations is anticipated. No second mortgages, including but not limited to home equity lines of credit, shall encumber the restricted housing unit without advance approval by the Housing Department.

6. Co-Ownership

Any co-ownership arrangement other than Joint Tenancy or Tenancy-In-Common must be approved by the Housing Department. All adults occupying the unit, with the exception of children attending college, must sign an Occupancy Agreement.

7. Co-Signors

Section 5. Purchase and Sale Standards and Procedures
5-1. Sale and Resale Standards

Co-signors are guarantors for payment of mortgage. If an exception to the “no co-signors” rule is granted, co-signors shall not occupy the unit. Co-signors are not co-owners, so they are not allowed on the title. No lien or security can be placed on the property besides the mortgage itself.

8. Homeowners Associations

The restricted housing unit may be subject to a Homeowners Association (HOA). All owners of restricted housing units are required to pay HOA dues, and potential special assessments and fees if applicable, unless otherwise exempted. HOA dues may be substantial and are factored into the maximum sales price. Homeowners Associations frequently have interests and regulations, other than the Restriction, that affects the restricted housing unit. It is the owner’s responsibility to be aware of these interests and regulations. Failure of an owner to comply with the HOA Rules and Regulations or CC&Rs constitutes default of the Housing Department Rules and Regulations.

Section 5. Purchase and Sale Standards and Procedures
5-1. Sale and Resale Standards

9. Homeowners' Hazard Insurance

Owners are required to keep hazard insurance on their homes for 100% replacement cost. Since the homes are subsidized, this amount could be more than the price of the home. Often times Homeowners Associations provide insurance. Depending on how much coverage the HOA provides, the owner may be required to provide additional insurance to guarantee complete replacement of the home. Ground lease properties are required to name the Jackson/Teton County Housing Authority as additionally insured.

Moved down [2]: 5-2. Tenancy and Rental Standards and Procedures¶

To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.¶

A. Primary Residence¶

Owners of restricted housing units shall maintain the home as their primary residence. ¶

1. Occupancy Requirement¶

Households shall occupy their home full-time at least 10 months out of each calendar year.¶

2. Business Activity Restricted¶

Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.¶

3. No Guests for an Extended Period¶

Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.¶

4. Leave of Absence¶

A one-year exception may be granted in cases of illness, short-term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.¶

a. Rental of Restricted Unit during Leave of Absence¶

If granted a leave of absence, the owner is allowed to rent the property according to the provisions below in Section 5-2.b.

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5. Post Leave of Absence¶

5. Post Leave of Absence¶

a. Timing¶

After the restricted housing unit is rented for nine (9) months, owner will be required to notify the housing department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent approval period; or (b) provide the housing department with a "letter of intent of sell" form, which will begin the selling process of the restricted housing unit.¶

b. Choice to Sell¶

If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).¶

B. Rental Procedures for Owner -Occupied Properties¶

The Housing Department may approve rental of space within owner-occupied Affordable, Employment-Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards set out in Section 3. Qualification and Eligibility. A fee will be charged along with the request as set forth in the Annual Schedule of Fees.¶

1. Requests to Rent during Leave of absence¶

Approvals for "Requests to Rent" are given at the sole discretion of the Housing Department's Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.¶

a. Medical Emergency Documentation¶

Medical emergencies applicable to a restricted housing unit homeowner will require documentation using the "Housing Department Medical Emergency Leave" form to substantiate the need to leave the area.¶

b. Processing Fee¶

Section 5. Purchase and Sale Standards and Procedures
5-2. Tenancy and Rental Standards and Procedures

5-3. Purchase Procedures

A. Selection of Qualified Household

A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding each housing program. The restrictive covenant should be consulted for exact details.

1. Weighted Drawing

In the event that the Housing Department receives one or more weighted drawing entry sheets at the maximum resale price from qualified households during the weighted drawing entry period, the buyer will be selected according to preferences set for that particular Housing Program. In the event no weighted drawing entry sheets are received during the weighted drawing entry period, the selection process would be determined either by a bid process or a “first come first served” process. The restrictions on the property clarify which selection procedure to use.

a. Errors

Every effort is made by the Housing Department to ensure fair and equitable lotteries. Lotteries are not drawn by the Housing Department. Housing Department staff compiles weighted drawing entry sheets with all eligible households included. The weighted drawing is drawn by outside counsel. On the rare occasion that an error is made in compiling or drawing of a weighted drawing, the error will be corrected, and the weighted drawing will be re-drawn.

2. Bid Process

If the restrictions require it, the qualified household submitting the highest bid price (not to exceed the maximum resale price) during the Bid Period shall have the first right to purchase the unit. The owner of the unit shall have the right to accept or reject the bid.

3. No Qualified Weighted Drawing Entries

Refer to Section 4-2.d. Other Sale/Resale Procedure

4. Owner Selection

If the restriction permits, the owner of the restricted housing unit may be allowed to select the qualified household. Other than verifying that the qualified household meets the qualification and eligibility requirements for the restricted housing unit, the Housing Department shall not have any authority to choose the buyer of the restricted housing unit unless authorized by the owner.

Section 5. Purchase and Sale Standards and Procedures
5-3. Purchase Procedures

5. Attainable Housing Program Sale Procedures

a. Listing of Unit

When an owner wishes to sell an Attainable housing unit, they can either list the home with a realtor or for sale by owner.

b. Letter of Intent to Sell

The owner of the Attainable housing unit is required to submit a “Letter of Intent to Sell” to the Housing Department before listing or advertising the unit for sale.

c. Advertising

The owners will be responsible for advertising their Attainable housing unit for sale with the exception that the Housing Department will advertise the unit on their website at no cost to the owner.

d. Sale Price

There is not a maximum resale price for Attainable housing units. The owner will set the price with the understanding that the household who buys the unit will need to qualify under income, asset, and employment criteria. The price may be negotiated before entering into an agreement to purchase.

e. Purchase and Sale Agreement (Contract)

The buyer will be responsible for providing the “Purchase and Sale Agreement” at the time of making an offer to purchase an Attainable housing unit. The seller may make a counter offer that includes changes to the “Purchase and Sale Agreement.” The Attainable housing unit is under contract when an offer and/or a counter offer is accepted and both the buyer and seller have signed it. The “Purchase and Sale Agreement” must contain a contingency that the Housing Department must verify that the buyer is “qualified” to purchase the Attainable housing unit. The Housing Department will not deem a buyer “qualified” until a contract has been executed by the seller and the potential buyer.

f. Housing Department Privy to Purchase and Sale Agreement

A full copy of the fully executed Purchase and Sale Agreement shall be provided to the Housing Department. All financial information shall remain confidential except that the Housing Department will provide information concerning sales prices when needed.

g. Application for Qualification

Section 5. Purchase and Sale Standards and Procedures

5-3. Purchase Procedures

1. Time of Submittal: The Attainable housing unit must be under contract before the buyer provides an application to the Housing Department.
2. Time to Process: If the application is complete and thorough, the Housing Department will have a determination of qualification within five (5) business days of receiving the application. It may take longer if the Housing Department has to request further information from the applicant.
3. Qualified Buyer Letter: Once the household is deemed to be “Qualified” to purchase the Attainable housing unit, the Housing Department will provide a “Qualified Buyer Letter” to the applicant. This letter will be used to verify to the seller and the title company that the household is qualified to purchase the unit.
4. Lenders: See Section 5-1.G.4 Lenders
5. Closing: The closing date and time is set between the sellers, buyers, financial institution, the title company, and the Housing Department. The buyers will be required to sign a “Buyer’s Acknowledgement” at the time of closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the home, and also agreeing to the Housing Department’s right of first option to purchase the unit in case of default by signing a Power of Attorney in Case of Default.

B. Viewing of Restricted Housing Unit

The seller of the restricted housing unit will allow the potential buyer to view the unit to see that it meets their household’s needs. If the household decides to purchase the restricted housing unit, they will have the opportunity to inspect the unit further once it is under contract.

C. Submit Application

The potential buyer will have five (5) business days to submit a complete application. The required Housing Department documents are available from the Housing Department or from the Housing Department website.

1. Materials Included with Application

a. Application

Housing Department Application for Restricted Ownership or Rental Housing.

The Housing Department “Application for Homeownership” is a three (3) page form with an additional two (2) pages made up of a “Certification and Oath” section that will need to be signed by all applicants and notarized, as well as an “Authorization to Release Information”

Section 5. Purchase and Sale Standards and Procedures

5-3. Purchase Procedures

A sworn statement of the facts contained in the application will be required including at least the following certifications:

1. That the facts contained in the application are true and correct to the best of the applicant's knowledge;
2. That the applicant has been given the standard application information packet by Housing Department Staff; and
3. That the applicant, on the basis of the application presented, believes the Household qualifies to occupy the restricted housing unit in question according to the restriction, these Housing Department Rules and Regulations, and all other applicable procedures.
4. This "Certification and Oath" is required to be signed by all applicants and notarized. There are public notaries available at the Housing Department.

b. Lender's Qualification Worksheet

A current "Lender's Qualification Worksheet" (within one year of the date the weighted drawing begins) is required to be completed by a lending institution. The "Lender's Qualification Worksheet" must be submitted to enter a weighted drawing. "Lender's Qualification Worksheets" may not be faxed; they can either be emailed or submitted in person or mailed by USPS. The worksheet must reflect a loan amount and down payment amount that is equal to or greater than the sale price of the home.

c. Credit Report

A three-bureau credit report including credit scores (not more than one year old) is required to help Housing Department Staff determine if the Household is financially healthy and able to make payments on a mortgage. The credit report also helps determine debt to income ratios.

d. Verification of Down Payment

An account statement or signed and notarized letter from someone supplying a gift, or other verification of funds for a down payment is required.

e. Verification of Hours and Years Worked

"Affidavits of Employment," detailed check stubs, or other adequate proof of hours and years worked is required at weighted drawing entry to receive points in the weighted drawing. Affidavits are required to be completed, signed, and notarized by the employer. They may not be completed by the applicant. If hours or years worked cannot be verified, they will not be counted.

Section 5. Purchase and Sale Standards and Procedures

5-3. Purchase Procedures

Historical information for hours and years worked will be kept on file with the Housing Department. Information is required to be updated annually or if any changes occur.

f. Power of Attorney in Case of Default

Buyers may be required to sign a “Power of Attorney in Case of Default” form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.

g. Federal Tax Returns

Signed federal income tax returns and all attachments (including W-2s and 1099s) and schedules for the last two (2) years for all adult household members are required. If there is self-employment, three (3) years of business and personal tax returns, along with a current “Profit and Loss Statement” and balance sheet, are required. The Housing Department uses tax returns to verify several different aspects of qualification such as but not limited to income, assets, residential homeownership, and sources of income.

h. Additional Information

Additional information may be requested to determine eligibility or qualification status. This may include:

1. Verification of Household Net Assets

Household net assets are verified through tax returns, account statements, verification of deposits from financial institutions, and the NADA or Kelly Blue Book.

2. Verification of Current Employment in Teton County

One or more of the following are needed to verify employment in Teton County:

Wage stubs

Employer name, address, and phone number

Contract for employment

“Affidavit of Employment” (Housing Department)

3. Authorization to Release Information

An “Authorization to Release Information” form signed by all adults in the household to obtain third party employment verifications

Section 5. Purchase and Sale Standards and Procedures

5-3. Purchase Procedures

4. Verification of Completion of Homebuyer Education Course

At least one adult per household must complete the “Homebuyer Education Course.” The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing Department. This applies to all households regardless of whether they have owned a home or not. This certification only needs to be completed once; however, if a household changes size and the adult who completed the certification is no longer a part of the household, it will need to be taken by an adult who is a part of the household. The Housing Department will keep a record of the certificate. It is encouraged that households keep a copy as well. The applicant must provide evidence of attendance of an approved “Homebuyer Education Course” prior to purchase. This is required to be submitted at time of weighted drawing.

5. Uniform Residential Loan Application

Applicants must provide a copy of the final “Uniform Residential Loan Application” at closing.

6. Occupancy Affidavit

No persons outside of the persons included in the household on the “Weighted Drawing Entry Form” and “Intake Form” at time of weighted drawing entry may be moved into the home without express written approval of the Housing Department. Approval will not be given within twelve (12) months from closing on a home for adults being added to the household. An “Occupancy Affidavit” will be required to be signed by buyers at or before closing. Any adult that is added to a household will be required to be added to title on the home.

7. Accessible Unit Preference

Applicants that wish to be considered for accessible units must submit a “Verification Form for Accessible Unit Preference.”

8. Critical Services Provider

Organizations applying for critical services provider approval and their corresponding approved positions must gain approval before a critical service worker can gain points in a weighted drawing. The organization must complete a “Critical Services Organization Application” and submit it to the Housing Department. If the organization and positions are approved, a “Supervisor Questionnaire” must be completed by the applicant’s supervisor and submitted with the other required documents when entering the weighted drawing. All certifications must be completed for the position and a recommendation from the supervisor is required. The “Supervisor Questionnaire” will need to be updated every six months.

Section 5. Purchase and Sale Standards and Procedures
5-3. Purchase Procedures

9. Birth Certificate for Children Under One (1) Year of Age

Applicants must provide the birth certificate for children less than one (1) year of age.

10. Weighted Drawing Entry Form

A “Weighted Drawing Entry” form must be completed and signed and submitted when entering a weighted drawing according to Housing Department processes. “Weighted Drawing Entry” forms may be submitted online, in person, or by USPS.

No incomplete “Weighted DrawingEntry” forms will be accepted. This means that every blank must contain information, “N/A,” or a strikethrough so that the Housing Department knows that it was not overlooked.

The Housing Department is not responsible for receiving Weighted Drawing Entry Forms. It is the responsibility of the household to confirm that the Weighted Drawing Entry Form was received and the household is entered in the weighted drawing.

11. Intake Form

All households are required to complete the “Online Intake Form.” This form must be completed in its entirety before entering a weighted drawing. Any changes made to the form must be made prior to the opening of a weighted drawing the household wishes to enter or the household will be ineligible to enter the weighted drawing. The Intake form must be updated annually to be eligible to continue to enter lotteries.

D. Verification of Application

To protect the interests of the community that has invested in the creation of restricted housing units, the Housing Department verifies that information submitted on the Application is true and correct and may request additional documents to assist in this process. The Housing Department strives to complete verification within two (2) weeks of application submittal.

Any material misstatement of fact or deliberate fraud by the household in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or forced sale of the restricted housing unit.

E. Verification of Qualified Household

The Housing Department verifies that each Household selected to purchase a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit. See Section 3. Qualification and Eligibility for more details on the verification process for each housing program.

Section 5. Purchase and Sale Standards and Procedures
5-3. Purchase Procedures

F. Qualification Letter

Once the Housing Department verifies that the household meets the Qualification and Eligibility criteria for the particular restricted housing unit, it will issue a "Qualification Letter" to the buyer, a copy of which will be provided to the title company upon request.

G. Purchase and Sale Agreement

Buyers must sign a "Purchase and Sale Agreement" within five (5) business days of the date of the Buyer Meeting with the Housing Department. Buyers will be given the five (5) business days to review the "Purchase and Sale Agreement" and are encouraged to get legal advice. Sellers and buyers shall make the Housing Department privy to the "Purchase and Sale Agreement." All financial information shall remain confidential except as noted in Section 5-1g.1. Privy to Purchase and Sale Agreement.

1. Earnest Money

At time of signing the "Purchase and Sale Agreement," one thousand dollars (\$1,000.00) in earnest money will be required. The check is made out to the title company referenced in the "Purchase and Sale Agreement."

2. Closing Date

In most cases, the buyer has fifty (50) days to close on the property. The Closing Date will be agreed upon between the buyer and the seller and will be included in the "Purchase and Sale Agreement." The closing date will be the date the buyer takes possession of the restricted housing unit.

3. Inspections

The buyer may perform inspections on the restricted housing unit commencing on the effective date of the contract until closing. However, the buyer will have 30 days from the effective date of the contract to notify the Housing Department of any objections to items found during inspections. Sellers shall make the restricted housing unit available for inspections. If the seller refuses to remedy the objection, the Housing Department will notify the buyer, and the buyer will have three (3) business days to give notice to the Housing Department of their intention, either:

a. Waiving Objection

Waiving the objection and proceeding to closing, or

b. Termination

Terminating the "Purchase and Sale Agreement."

Section 5. Purchase and Sale Standards and Procedures

5-3. Purchase Procedures

4. Facilitation

Pursuant to Wyoming Statute 33-28-101 through 124, the “Real Estate License Act of 1971”, the Housing Department is participating in the transaction as a facilitator without a Wyoming real estate license and in the performance of official duties.

5. Buyer’s Acknowledgement

The buyers will be required to sign a “Buyer’s Acknowledgement” at closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the home. In addition, by signing this form, the buyer agrees to the JTCHA’s right of first option to purchase the unit in case of default.

5-4. Business Option

The “Business Option” is a mechanism specific to a developer’s Housing Mitigation Plan that must be approved by elected officials on a case-by-case basis. It only applies to exempt units, meaning restricted housing units that are not required by the LDRs. The “Business Option” allows a business to identify a proposed purchaser from their employees or someone who has a material nexus to the business or organization, which would allow the household to have the first option to purchase the restricted housing unit.

A. Purpose and Program Goals

The intent of the “Business Option” program is to help qualified businesses house their employees by providing the employees first option to purchase. This program furthers the Jackson/Teton County Comprehensive Plan’s goal of housing 65% of the workforce locally and its transportation goals.

B. Applicability

This section applies to restricted housing units that have been approved by the Board of County Commissioners or Town Council for the “Business Option” program.

C. Qualified Business

A qualified business is a non-profit entity, governmental entity, charitable foundation, or for-profit business which meets the definition of a qualified business according to the special restrictions on the property and/or the Housing Department Rules and Regulations.

Section 5. Purchase and Sale Standards and Procedures

5-4. Business Option

1. Qualified Business Application

The business completes a “Qualified Business Application,” which can be obtained from the declarant or from the Housing Department and submits it to the Housing Department. If the business has affiliates, it must be indicated on the application.

2. Verification

The Housing Department verifies that the business meets the criteria of a qualified business with the following documentation. The Housing Department may ask for additional documentation.

3. Option Agreement

The Housing Department verifies that the business is a true local business, organization, or government agency operating in Teton County.

4. Determination of Qualification

a. Qualified Business Letter

The Housing Department will provide a “Qualified Business Letter” once the verification process is complete and the business is approved to be a qualified business. The Housing Department will then sign the “Option Agreement”; or

b. Not a Qualified Business

If the business is not deemed to be a qualified business, the Housing Department will inform the business with a written letter and copy the declarant or option holder. The business will not be allowed to obtain an option if it is not approved as qualified by the Housing Department.

c. Cause for Expulsion

Any material misstatement of fact or deliberate fraud by a business in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or for obtaining or keeping an option.

D. Option Procedures

1. Obtaining an Option

Options are available from a declarant or from another option holder. A declarant can choose to provide an option if the business is a qualified business and does so by recording an “Option

Section 5. Purchase and Sale Standards and Procedures

5-4. Business Option

Agreement” signed by the declarant, the Housing Department, and the qualified business. An option holder may provide an option to a qualified business by assigning the option.

2. Notice of Right to Exercise or Waive Option

The Housing Department will immediately send a notice to the business holding the option (optionor) upon the following three events:

1. Housing Department’s receipt of a “Notice to Sell” by the owner of the property.
2. Housing Department’s exercise of its default option as set forth in the special restrictions.
3. The occurrence of a default and forced sale as set forth in the special restrictions.

This notice triggers the timeframe the optionor has to identify a proposed purchaser as outlined in the “Option Agreement.”

3. Exercise of Option

An optionor shall have a time frame as outlined in the “Option Agreement” to exercise the option. The timeframe will begin upon receipt of the “Option Notice.” To exercise the option, an optionor must notify the Housing Department on or before the expiration of the timeframe that they have identified a proposed purchaser for the home. Additionally, the proposed purchaser must submit a complete application, as outlined in Section 5-4c, on or before the expiration of the timeframe. The Housing Department will take approximately five (5) business days to determine whether the proposed purchaser is:

1. Qualified under “Option Agreement.”
2. Qualified under terms of the Housing Department’s special restrictions.

The Housing Department will verify that the business continues to be a qualified business each time the option is exercised (See Section 5-4c).

4. Waiver of Option

If the Optionor does not wish to exercise the option, they can sign the “Affidavit of Waiver” indicating they are waiving the option. This affidavit will be recorded with the Teton County Clerk’s Office.

In the case where an option is waived, the Housing Department will find a buyer using the process outlined in Section 4 of these Housing Department Rules and Regulations.

a. Failure to Identify Purchaser during Required Timeframe

Section 5. Purchase and Sale Standards and Procedures

5-4. Business Option

If the optionor does not identify a proposed purchaser on or before the expiration of the timeframe, the optionor will automatically have waived their option.

5. Assignment

An optionor can assign its option to another qualified business. If at any time the business holding the option ceases to be a qualified business, they must assign the option. This is done using the following process:

a. Written Notice

The optionor provides the Housing Department with written notice that they wish to assign their option.

b. Application

The business that is being assigned the option submits an application to the Housing Department to become a qualified business (see Section 5-4c).

c. Housing Department Approval

If the business qualifies, the Housing Department will provide a "Qualified Business Letter" to the business and sign the "Option Agreement."

d. Consideration

The assignment may not have any consideration except for consideration required to make the assignment legal.

E. Qualified Purchaser

The Housing Department will determine whether a household is qualified to purchase based on the following criteria:

1. Letter of Certification

The purchaser will be qualified by the Housing Department only if they have a material nexus to the optionor as approved by the Housing Department. A "Letter of Certification" form demonstrating the material nexus the proposed purchaser has with the Optionor must be completed by the optionor. The "Letter of Certification" form is available from the Housing Department. The optionor must deliver documentation satisfactory to the Housing Department that verifies (1) that the proposed buyer is a full-time employee of optionor; or (2) that the identified purchaser otherwise has a material nexus to optionor.

2. Qualified Household

Section 5. Purchase and Sale Standards and Procedures
5-4. Business Option

A Household will be qualified by the Housing Department using the Application and Verification process outlined in Section 3 of the Housing Department Rules and Regulations.

If the identified purchaser does not qualify because of not meeting the Housing Department Rules and Regulations requirements, Housing Department special restrictions, or “Option Agreement,” and the timeframe has not expired, the optionor may identify another proposed purchaser.

3. Affidavit of Exercise

When the Housing Department determines the household meets qualifying criteria of the “Option Agreement,” these Housing Department Rules and Regulations, and Housing Department special restrictions, the Housing Department will sign an “Affidavit of Exercise of Option Right” indicating the household is qualified. The optionor will also sign the “Affidavit of Exercise of Option Right” indicating they are exercising the option right. The affidavit will be recorded with the Teton County Clerk’s land records.

Section 6. Rental Standards and Procedures

6-2. Housing Department Program Rental Standards and Procedures

SECTION 6. RENTAL STANDARDS AND PROCEDURES

6-1. Applicability

All rental housing units administered by the Housing Department, including the Affordable Rental program (which includes legacy Employee housing units), the Workforce Rental program (which includes the legacy ARU program), and restricted ownership units who apply to rent a room in their unit are subject to these Housing Department Rules and Regulations, with the exception of units that are owned by Teton County or the Town of Jackson and used for housing their employees.

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6-2. Housing Department Program Rental Standards and Procedures

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A. Affordability

To ensure that the rents are affordable to households earning less than eighty percent (120%) AMI, rents for Affordable units will be calculated using the following method (rents for workforce units are set by owner and have no cap):

1. Standard of Affordability

The standard for affordability provided by HUD is that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this thirty percent (30%) are rent, property tax, water, sewer, gas and/or electric, and trash removal. One parking space is required at no charge to the tenant unless otherwise approved by the Town Council or Board of County Commissioners.

2. Household Size for Rent Calculation

For purposes of calculating rental rate only:

Studio:	One (1) person
One-bedroom:	One (1) person
Two-bedroom:	Two (2) Persons
Three-bedroom:	Three (3) persons
Four-bedroom:	Four (4) persons

Section 6. Rental Standards and Procedures

6-2. Housing Department Program Rental Standards and Procedures

3. Calculation of Rent

Monthly rent will be the lower income limit for each respective affordability range (specific to the number of bedrooms to determine household size), divided by twelve (12), and multiplied by thirty percent (30%). Studio units may charge eighty percent (80%) of a one-bedroom unit. Dorm units may charge seventy-five (75%) of a studio. See Section 3-3 for income ranges.

a. "Plus" Units

Fifty dollars (\$50) will be added for "Plus" units. "Plus" units have extra floor area for offices, play areas, etc.

b. Lease Renewals

The rent will be calculated each year and applied to a lease renewal. Tenants will be notified three (3) months in advance of the new lease amount. The new calculation will also be applied for new households signing a lease.

4. Qualified Household

Tenant households must qualify under the housing program designated to each unit. See Section 3-3. Tenant households will be required to re-qualify annually. Household income will qualify as long as it is below the income limit for the income range.

5. Leases

All leases are required to be approved by the Housing Department.

B. Primary Residence

1. Occupancy Requirement

Households shall physically occupy their home full-time at least 80% of the term of their lease.

2. Business Activity Restricted

Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.

3. No Guests for an Extended Period

Households who rent restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.

Section 6. Rental Standards and Procedures
6-2. Housing Department Program Rental Standards and Procedures

C. Eviction

In the event that a tenant household is in default of their lease agreement, they may be evicted from the rental unit. The eviction process will be in accordance with Wyoming law and all applicable Wyoming Statutes.

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D. Selection Process

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A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding the Housing Department-administered rental housing programs.

1. Weighted Drawing

When an Affordable rental owned by the Housing Authority is available, tenants will be identified through the weighted drawing process. Applicants will submit a complete application, which will be kept on file for one year (Affidavits of Current Employment will need updating after six (6) months). Weighted Drawing entries for drawings entered within the one year will only need to submit a Weighted Drawing Entry Form assuming a complete up to date application is on file with the Housing Department. A qualified household shall be selected to rent according to the rules set forth in these Housing Department Rules and Regulations, Section 4.

2. First Come First Served

In the event no weighted drawing entries are received during the weighted drawing entry period, the selection process will be determined by a first come first served basis. The first qualified household submitting a complete application will be allowed an opportunity to rent if eligible.

E. Complete Application

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Each household entering a weighted drawing to rent a restricted housing unit owned by the Housing Authority is required to submit a completed "Application for Restricted Rental Housing" or a "Weighted Drawing Entry" form. Weighted Drawing Entry Forms will only be accepted if a complete and up to date application is on file with the Housing Department. A certification page will also be signed by the applicant and notarized. In addition, an "Authorization to Release Information" is signed by the applicant, which allows the Housing Department to obtain banking information and any other relevant information. Application forms can be obtained from the Housing Department or from the Housing Department's website.

Section 6. Rental Standards and Procedures
6-3. Rental Procedures

F. Verification of Selected Household

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The Housing Department verifies that each household selected to rent a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit.

G. Materials Required

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To determine that a household desiring to rent a restricted housing unit meets all of the required criteria, the Housing Department will request all of the following for a complete application, which will be submitted at weighted drawing entry:

1. Housing Department Application for Restricted Ownership or Rental Housing

Completed and signed Housing Department Application for Housing.

2. Weighted Drawing Entry Form

Completed and signed "Weighted drawing Entry" form. See Section 5-3.c.2.

3. Credit Report

Full three-bureau credit report that reflects credit scores for all adult household members dated no more than 30 days from submittal of application.

4. Federal Income Tax Returns

Signed federal income tax returns (electronic signature is not sufficient) and all attachments (including W-2s, 1099s) and schedules for the last two (2) years for all adult household members.

5. Verification of Current Employment in Teton County

One or more of the following will be required for verification of Current Employment in Teton County includes:

1. Wage stubs;
2. Employer name, address, and phone number;
3. Contract for employment;
4. "Authorization to Release Information" form signed by all adults in the household to obtain third party employment verifications; and

If deemed applicable, the Housing Department may request the following be submitted with an application:

Section 6. Rental Standards and Procedures
6-3. Private Owner Rental Standards and Procedures

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1. If self-employed, three (3) years of business and personal tax returns along with a current "Profit and Loss Statement" and balance sheet.
2. "Verification Form for Accessible Unit Preference."
3. Any other documentation that the Housing Department deems necessary to determine qualification, such as, divorce decrees, Social Security income, rental income, etc.

H. Verification of Application

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To protect the interests of the community that has invested in the creation of restricted housing units, the Housing Department verifies that information submitted on the application is true and correct and may request additional documents to assist in this process. All financial information shall remain confidential, except that the Housing Department may provide information to the public concerning sales prices.

I. Qualification Letter

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After the Housing Department verifies that the household meets the qualification and eligibility criteria for the particular restricted housing unit, it will issue a "Qualification Letter" to the potential renter within 10 business days.

6-3. Private Owner Rental Standards and Procedures

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To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.

A. Primary Residence

Owners of restricted housing units shall maintain the home as their primary residence.

1. Occupancy Requirement

Households shall occupy their home full-time at least 10 months out of each calendar year.

2. Business Activity Restricted

Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.

3. No Guests for an Extended Period

Section 6. Rental Standards and Procedures

6-3. Rental Procedures

Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.

4. Leave of Absence

A one-year exception may be granted in cases of illness, short-term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.

a. Rental of Restricted Unit during Leave of Absence

If granted a leave of absence, the owner is allowed to rent the property according to the provisions below in Section 5-2.b.

5. Post Leave of Absence

a. Timing

After the restricted housing unit is rented for nine (9) months, owner will be required to notify the housing department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent approval period; or (b) provide the housing department with a "letter of intent of sell" form, which will begin the selling process of the restricted housing unit.

b. Choice to Sell

If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).

B. Rental Procedures for Owner -Occupied Properties

The Housing Department may approve rental of space within owner-occupied Affordable, Employment-Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards set out in Section 3. Qualification and Eligibility. A fee will be charged along with the request as set forth in the Annual Schedule of Fees.

1. Requests to Rent during Leave of absence

Approvals for "Requests to Rent" are given at the sole discretion of the Housing Department's Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.

a. Medical Emergency Documentation

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Section 6. Rental Standards and Procedures
6-3. Private Owner Rental Standards and Procedures

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Medical emergencies applicable to a restricted housing unit homeowner will require documentation using the “Housing Department Medical Emergency Leave” form to substantiate the need to leave the area.

b. Processing Fee

A fee will be charged to a restricted housing unit homeowner for a “Request to Rent.” A separate “Annual Schedule of Fees” document that is updated annually and published by the Housing Department provides the processing fee amount.

2. Qualification and Eligibility of Tenants

a. Qualified Household

Tenants shall be a Qualified Household according to the general Qualification and Eligibility Criteria contained in the recorded Restriction and these Housing Department Rules and Regulations.

b. Eligibility Criteria

Tenants shall meet the Eligibility Criteria with respect to Income and Assets that apply to the particular restricted housing unit in question at time of initial occupancy.

c. Verification of Qualification

Prior to signing a lease for or occupancy of a restricted housing unit, owner must provide the Housing Department with proof of the tenant’s qualification under the housing unit’s specific program prior to occupancy.

d. Recertification

Qualification and eligibility shall be recertified by owner of the restricted housing unit at any time there is a change in occupancy of the restricted housing unit or renewal of lease agreement.

3. Execution of Lease

Rental of restricted ownership units must be by a written Lease provided by the Housing Department. The Housing Department will retain a copy of the fully executed lease.

a. Rent Limitations

Section 6. Rental Standards and Procedures

6-3. Rental Procedures

Rent charged while the owner is on leave will be limited to 30% of the low end of the Income Range for the unit or total housing costs (mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues), whichever is less.

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b. Housing Department Fee

A fee will be charged by the Housing Department for a request to rent as set forth in the Annual Schedule of Fees updated annually and published by the Housing Department.

4. Requests to Rent a Room

Approvals to rent a room in a restricted unit are at the sole discretion of the Housing Manager and are only allowed in pressing circumstances. The following process will be followed:

a. Submittal of Request to Rent

The owner will submit a "Request to Rent" form to the Housing Department along with the associated fee as outlined on the fee schedule published annually by the Housing Department. The form can be found on the Housing Department website or from the Housing Department.

b. Approval by the Housing Manager

If the owner is in compliance with their restrictions, the Housing Manager will review the request to rent and approve or deny the request based on the circumstances. Approval can be given for a maximum of one year.

c. Identification of Tenant

When the owner has identified a potential tenant who they believe qualifies under the income, asset, and employment requirements of the restriction on the unit, the potential tenant is required to submit a complete application to the Housing Department.

d. Tenant Approval

The Housing Department will verify that the tenant qualifies under the income, asset, and employment requirement.

e. Lease Agreement

The Housing Department provides the Lease Agreement to be signed by the owner, tenant, and the Housing Department.

f. Notification of Termination of Lease

Section 6. Rental Standards and Procedures
6-3. Private Owner Rental Standards and Procedures

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The owner is required to notify the Housing Department upon termination of the lease. If the owner still wishes to rent the room and still has approval from the Housing Department, the process will start again with Step c Identification of Tenant.

g. Rental Rates

The Housing Department will approve the rental rate based on the housing costs of the owner.

SECTION 7. COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES

7-1. Compliance Process

Special Restrictions are recorded on all Housing Department homes. These restrictions control the occupancy and use of the unit. They also refer to these Rules and Regulations

The Housing Department Compliance Specialist monitors occupancy and use restrictions to ensure owners are in compliance, and acts on various complaints from the public concerning compliance issues. The Housing Department Compliance Specialist also receives and processes requests for exceptions, appeals, leave of absence, requests to rent, transfer of title, and qualified mortgages.

A. Compliance Requirements

1. Affordable Units

Owners of Affordable housing units with restrictions recorded after June 4, 2018 will receive annual requests for information concerning employment, insurance requirements, ownership of residential real estate, and occupancy of the unit. Owners of Affordable housing units with restrictions recorded prior to June 4, 2018 are not required to verify continued employment or ownership of residential real estate annually, however, they may be required to verify occupancy and insurance requirements.

2. Employment-based and Workforce Housing Units

Employment-based units and Workforce housing units are required to provide information to the Housing Department annually concerning income, employment and ownership of other residential real estate.

3. Employee Housing Units

Owners of Employee housing units will be required to submit information annually about the occupants of the units, their income, employment, and ownership of other residential real estate.

4. Accessory Residential Units

Owners of ARUs will be required to annually submit information concerning the occupants of the units, their employment, and ownership of residential real estate.

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures
7-1. Compliance Process

5. Exemption for Retirees

During ownership, if one (1) member of the household meets the retirement age as defined by the Federal Social Security Administration defined in these Housing Department Rules and Regulations, the household will be exempt from continued compliance with income and employment eligibility standards.

B. Submittal and Timeline

1. Housing Department Request for Information

The Housing Department will send a letter to owners of restricted units requesting information. The letter will outline what type of information is required based on the unit's restrictions. The owner will be given thirty (30) days from the date of the letter to submit the requested information to the Housing Department.

2. Default

Failure by the owner to submit requested information will be considered default.

C. Common Default Violations

In cases where the restriction defines the default process, it will control the process. If the restriction does not define the process, the default process is as follows:

Common violations include, but are not limited to:

1. Occupancy

A household that does not occupy the restricted housing unit for the number of months in a calendar year as required by the restriction is in violation of the Housing Department Rules and Regulations.

2. Guests

Guests over the age of 18 are not allowed to occupy a restricted housing unit in excess of 30 cumulative days per calendar year.

3. Renting

Renting a restricted ownership unit is only allowed per the restrictive covenant or as set out in Section 5-2.

4. Leave of Absence

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures

7-1. Compliance Process

Leaves of absence must be preapproved if the household is expected to be gone longer than permitted by the Housing Department Rules and Regulations or the deed restrictions.

5. Pets

Specific policies for pet ownership are outlined in the Covenants, Conditions and Restrictions and/or the Master Rules and Regulations and are enforced by the Homeowners Association. Policies for rental units are outlined in the lease agreement.

6. Mortgage Delinquency

Failure to maintain obligations required under any mortgages is considered a default under special restrictions.

7. HOA Delinquency

Failure to pay Homeowners Association dues is considered a violation of the special restrictions.

8. Ground Lease Delinquency

It shall be an event of default if lessee fails to pay the ground lease fee or other charges required by the terms of the lease.

9. Water/Sewer Dues Delinquency

Unpaid water and sewer dues can result in a lien placed on property that would constitute a violation of the special restrictions.

10. Employment Verification

Employment-based and Workforce units require an owner to work an average of 30 hours per week at a local business located in Teton County, Wyoming. The owner must earn at least 75% of their household income at a local business within Teton County. Annual verification of employment and income is required for owners of Employment-based and workforce restricted housing units.

Affordable units built after June 4, 2018 will be required to provide proof of employment in Teton County at a local business.

11. Ownership of Residential Property

Owners of Employment-based and Workforce housing units are not allowed to own residential property within 150 miles of Teton County. All renters of Housing Department-administered rental units are not allowed to own residential property within 150 miles of Teton County.

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures
7-1. Compliance Process

12. Estate Planning

Restricted housing units cannot be put into a trust. A trust does not meet the definition of qualified household and therefore cannot own a restricted housing unit. The Housing Department does accept other related documents for estate planning (Non-testamentary Deed upon Death).

13. Covenants, Conditions and Restrictions (CCR) Violations

Any default or breach of the CCRs, Mortgage Agreements, and/or Master Rules and Regulations is considered a default of the special restrictions or ground lease. This includes but is not limited to prompt payment of Homeowners Association dues and ground lease fees.

14. Bankruptcy

Restrictions are recorded on properties with the strict intent that the restrictions will run with the property in perpetuity. Restrictions may not be stripped from the property in cases of bankruptcy.

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures
7-2. Process for Default Contested Case Hearings

7-2. Process for Default Contested Case Hearings

All default hearings are conducted in compliance with the Wyoming Administrative Procedures Act and are contested cases for which the rules and processes are set forth herein. All requests for hearings and subsequent documents shall be submitted and filed with the Housing Department, and all records related to the contested case hearing shall be maintained by the Housing Department.

A. Notice of Default

When the Housing Department deems an owner to be in default of a special restriction, the Housing Department shall notify the owner with a Notice of Default Letter.

1. The Notice of Default

A Notice of Default shall be sent to the owner via U.S. Mail certified with return receipt requested and via email, if an email address is known. The letter will be considered delivered on the date it is sent.

The owner shall have thirty (30) days from the date of the Notice of Default to:

1. Cure the default, or
2. Request a default hearing of the Jackson/Teton County Housing Authority Board, or
3. Provide the Housing Department with a “Letter of Intent to Sell” the home or unit in accord with the special restriction.

2. Housing Department Descretion

The Housing Department shall determine what constitutes a cure of the default based upon the special restriction and the circumstances of the owner.

B. Request for Default Hearing

In the event the owner fails to cure the default or desires to challenge the default identified by the Housing Department, the owner may request a hearing before the Jackson/Teton County Housing Authority Board (JTCHA) to determine the merits of the allegations of the default.

1. Request for Hearing

To request a hearing, the owner must submit a “Request for Default Hearing” form to the Housing Department within the thirty (30) day cure period.

2. Fee

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures

7-2. Process for Default Contested Case Hearings

A fee shall be charged by the Housing Department for such "Request for Default Hearing." The fee amount will be set annually in a separate document titled "[Housing Department](#) Annual Fees" to be updated and published by the Housing Department.

C. Failure to Respond to Default

If the owner fails to respond to the Notice of Default, the Housing Department will consider the non-action or failure to respond as a breach of default and shall take steps to enforce the default in accord with the applicable Special Restriction and/or the Housing Department Rules and Regulations. Enforcement of the breach or violation includes but is not limited to forcing the sale of the home or unit.

D. Multiple Defaults

Upon the fourth time an owner is found to be in Default, the owner will not have an opportunity to cure. The Housing Department will force the sale of the home or follow through with other remedies allowed by the Restriction and/or these Housing Rules and Regulations. The owner will no longer be eligible to apply for, own, or rent restricted housing.

E. Default Hearing

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1. Designation of Hearing Officer

JTCHA may designate a Hearing Officer and sign an "Order Appointing the Hearing Officer." If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence.

2. Scheduling Order

Within thirty (30) days of the signed Order, the Hearing Officer will issue a scheduling order, which shall include the Official Notice of Hearing, and deadlines for the parties to submit evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums.

3. Documentation

Evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums, to include a written statement of facts, conclusions of law, and proposed order shall be exchanged by the parties, filed with the Housing Department in the contested case proceeding, submitted to the Hearing Officer and to the JTCHA, at least fifteen (15) days prior to the hearing date. Any document or witness not included in these submissions by the deadline shall not be raised at the hearing and shall not be admitted into evidence at the hearing.

4. Transcripts

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures
7-2. Process for Default Contested Case Hearings

Hearing proceedings may be recorded but are not required to be transcribed. If either party wishes to have a court reporter present to transcribe a hearing, all associated costs shall be paid by the party unless the parties agree to share costs.

5. Witnesses

All witnesses who provide testimony at the hearing will be sworn in under oath by either a court reporter if one is present, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. The parties shall be permitted to cross-examine witnesses, and the JTCHA and the Hearing Officer shall have the opportunity to ask questions of the witnesses and Housing Department staff.

6. Burden of Proof

The Housing Department's determination the Notice of Default is presumed to be correct, and the burden of proof shall be on the complainant, not on the Housing Department.

7. Interpreter

If the owner requires an interpreter, the Housing Department will make arrangements to provide one and bear the costs.

8. Failure to Appear

If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, can proceed to review the evidence based upon the written submissions, or can deem the failure to appear as a breach of default.

E. JTCHA Deliberation and Decision

1. Deliberation

The Hearing Officer or JTCHA Chair, if no Hearing Officer is present, shall close the evidentiary hearing, and the Housing Authority Board will commence deliberation in public to include the following:

a. Examination of Evidence

The JTCHA will examine the special restriction, the evidence presented in writing, and any testimony provided at the hearing and shall make a determination on the allegations of the Notice of Default based upon the preponderance of evidence standard of review.

b. Burden of proof

The burden of proof shall be on the owner to refute the alleged default.

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures
7-2. Process for Default Contested Case Hearings

2. JTCHA Decision

The JTCHA Decision will be to either:

a. Affirmation of Notice of Default

Affirm the Housing Department's Notice of Default. The Housing Department would proceed to exercise its remedies against the owner according to the special restriction or ground lease recorded on the property, or

b. Rejection of Notice of Default

Reject the Notice of Default of the Housing Department and no further action would be pursued for the specific alleged default under the special restriction or ground lease recorded on the property.

3. JTCHA Decision and Motion

The JTCHA shall make a motion in the affirmative {e.g.: I move to affirm the Housing Department's assertion that the owner (owner's name) of (address) is in default of the Special Restriction recorded on the property pursuant to the Notice of Default.} The motion shall receive a second. JTCHA will enter into discussion on the motion and vote. If the motion carries, the JTCHA affirms the Notice of Default. If the motion fails, the JTCHA has decision

4. Order of Decision

The prevailing party will draft the Findings of Fact and Conclusions of Law and Order, which shall set forth the Board's decision. The Findings of Fact and Conclusions shall be transmitted to the Hearing Officer, then reviewed and approved by the JTCHA at a subsequent meeting of the JTCHA in a timely manner no later than sixty (60) days following the hearing date, which shall be properly noticed and open to the public. The Order shall be filed in the contested case file with the Housing Department. No appeal of the JTCHA decision shall be made to the Jackson Town Council or the Board of County Commissioners. Any appeal of the JTCHA Order shall be to the District Court of Teton County, Wyoming, unless otherwise stated in the Special Restriction.

7-3. Process for Exception Hearing

A. Request for Exception

The Housing Department will consider requests for exceptions to rules pertaining to qualification and eligibility criteria as well as to rules pertaining to occupancy and use. Granting of exceptions is rare; however, it is recognized that certain unique circumstances exist that are not contemplated in these Housing Department Rules and Regulations. Exceptions will only be granted in unique circumstances that are beyond control of the household and are not addressed in these Housing Department Rules and Regulations. Requests for exceptions must be submitted prior to the opening of a weighted drawing for a home. In cases where a weighted drawing is not used for identifying a buyer, the request must be submitted prior to submission of an application. All Requests for Exceptions are subject to the review and approval of the Housing Manager

A household may submit a "Request for Exception" to the Housing Department using the "Request for Exception" form with the required fee, which is specified in a separate "Fee Schedule" document that is updated annually. The Housing Manager will review and render a decision on the Request for Exception within fifteen (15) days from the date of submittal.

B. Request for Exception Hearing Process

If the Request for Exception is denied by the Housing Manager, the applicant may request a hearing of the JTCHA.

1. Request for Hearing

Submit a Request for Hearing form with a fee to the Housing Department within fifteen (15) days of the date of denial of "Request for Exception."

Requests for Exception Hearings must contain the following information:

a. Grounds

The particular ground(s) upon which it is based, including a copy of the Request for Exception and the Housing Manager's decision;

b. Action

The action or remedy requested;

c. Contact Information

The name address, telephone number of the complainant and similar information of complainant's representative, if any;

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures
7-3. Process for Exception Hearing

d. Notification to Homeowners Association

Proof of notification of hearing request to the housing unit's Homeowners Association, if applicable; and

e. Fee

Appeal Fee in accordance with the Housing Department's fee schedule published annually.

C. Housing Department Review and Recommendation

All requests for hearings will be reviewed by Housing Department for completeness and provided to the JTCHA Board within thirty (30) days with a recommendation for action, copied to the complainant and/or representative.

D. Hearing

The hearing will be heard by the JTCHA Board at a properly noticed meeting scheduled at least thirty (30) days following the Housing Department's receipt of the "Request for Hearing" to ensure notice and due process.

1. Hearing Officer

JTCHA may designate a Hearing Officer and sign an "Order Appointing the Hearing Officer." If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence.

a. Scheduling Order

If a Hearing Officer is designated, within thirty (30) days of the signed order, the Hearing Officer will send out a scheduling order (Official Notice of Hearing) and timeline.

b. Transcripts

Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.

2. Hearing Process

a. Designation of Hearing Officer

JTCHA may designate a Hearing Officer and sign an "Order Appointing the Hearing Officer."

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures

7-3. Process for Exception Hearing

b. Scheduling Order

Within thirty (30) days of the signed order, the Hearing Officer will send out a scheduling order (Official Notice of Hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.

c. Documentation

Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party fifteen (15) days prior to the hearing date.

d. Transcripts

Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.

e. Witnesses

All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA shall have the opportunity to ask questions of the witnesses and Housing Department staff.

f. Burden of Proof

The Housing Department's decision concerning the exception will be assumed correct, and the burden of proof shall be on the complainant.

g. Failure to Appear

If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.

3. JTCHA Decision Binding

Based on the evidence considered at the hearing, the JTCHA will provide a decision by means of a motion and majority vote. The decision of the JTCHA shall be binding, and

Section 7. Compliance and Exception, Appeal, and Grievance Standards and Procedures
7-4. Grievance Procedure

the Housing Department shall take all actions necessary to carry out the decision. No appeal of the JTCHA shall be made to the Town Council or County Commissioners. Any appeal shall be made to the District Court of Teton County, Wyoming.

E. Other Remedies

The Housing Department shall have the right to enforce the provisions of these Housing Department Rules and Regulations under any civil or criminal remedy provided under Wyoming Law.

7-4. Grievance Procedure

A grievance is any dispute that seller, buyer, or owner may have with the Housing Department with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status. A grievance may be presented to the Housing Department under the procedures below.

A. Request for Grievance Form

Any grievance must be presented in writing to the Housing Department on the "Request for Grievance" form and include:

1. Grounds

The particular ground(s) upon which it is based;

2. Action

The action or remedy requested;

3. Contact Information

The name address, telephone number of the complainant and similar information of complainant's representative, if any; and

4. Fee

Grievance fee.

B. Housing Department Review and Decision

1. Housing Manager Review

The Housing Department Housing Manager will review all "Requests for Grievances."

Section 8. Occupancy and Use of Restricted Units
8-1. Occupancy and Use

2. Summary Letter

The Housing Manager shall issue a written letter summarizing the decision regarding the requested grievance within thirty (30) days of receipt of the "Request for Grievance." The letter will be sent via U.S. mail certified return receipt requested and via email if an email address is known.

3. Request for Hearing

The applicant may request a hearing of the JTCHA pursuant to Section 7-3.a.2. if the grievance decision of the Housing Manager is disputed.

SECTION 8. OCCUPANCY AND USE OF RESTRICTED UNITS

8-1. Occupancy and Use

Rental and ownership units have occupancy and use restrictions. Households will be required to obey the following occupancy and use restrictions.

A. Household Income

Households who own or rent a Workforce home and households who rent an Affordable home will be required to requalify annually to verify that their income meets the requirements of the restriction.

B. Employment Requirement

Households who own or rent a Workforce or Affordable home will be required to verify that they are meeting the employment requirement. At least one adult in the household must be employed with a local business a minimum of an average of thirty (30) hours per week or one thousand five hundred sixty hours annually. The employment calculation will be based on the prior calendar year. Affordable homes sold prior to June 4, 2018 will not have this requirement.

C. No Teton County Residential Real Estate

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

D. Occupancy

1. Household 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 full-time basis, at least eighty percent (80%) of the term of the lease. Each owner of an owner-occupied residential unit shall physically reside therein on a full-time basis, at least ten (10) months each year (a year being twelve (12) months beginning with the first month following the month the month the household took ownership).

a. Leave of Absence

The Housing Manager of the Housing Department may grant a one (1) year leave of absence if the household submits a "Request for Leave of Absence" form, along with the coinciding fee if

Section 8. Occupancy and Use of Restricted Units
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accordance with the “Housing Department Annual Fees” published annually by the Housing Department.

Section 8. Occupancy and Use of Restricted Units

8-1. Occupancy and Use

b. Permission to Rent

Owners who need a leave of absence may request to rent their residential unit. This is done by submitting a "Request to Rent" form to the Housing Department along with the coinciding fee.

c. Attainable Housing Program Exception

Attainable housing owners are allowed to rent a room in their home as long as the owner still occupies the units on a substantially full-time basis (9 months per year as required by their Special Restriction).

2. Owner Occupancy

Owners of Affordable or Workforce rental units shall not reside in or occupy the residential unit. For purposes of this paragraph, if owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

3. 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.

4. Guests

No persons other than those comprising the Qualified Household shall be permitted to occupy Affordable or Workforce rental units for periods in excess of ten percent (10%) of the rental term in cumulative days per calendar year.

No persons other than those comprising the Qualified Household shall be permitted to occupy Affordable or Workforce ownership units in excess of thirty (30) cumulative days per calendar year.

E. Use

1. 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.

Section 8. Occupancy and Use of Restricted Units
8-1. Occupancy and Use

2. Compliance with Laws, Declaration

The residential unit shall be occupied in full compliance with these Housing Rules and Regulations, Special Restrictions, 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.

3. Maintenance

The owner shall take good care of the interior of the residential unit and all other aspects of the residential unit not otherwise maintained by the homeowner's association and shall make all repairs and maintain the residential unit in a safe, decent, sanitary (see definitions) manner. In case of damage to the residential unit the owner shall repair the damage or replace or restore any destroyed parts of the residential unit as speedily as practical.

4. Capital Improvements

The owner may only undertake capital improvements according to these Rules and Regulations (Section 5-1.e). The policy includes but is 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.

5. Insurance

The 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. Owners are required to provide evidence of insurance to the Housing Department upon request.

6. Periodic Reporting, Inspection

In order to confirm compliance with the 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, 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 Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with the Special Restrictions and the Rules and Regulations and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

SECTION 9. DEFINITIONS

9-1. Definitions

Accessible Unit: A unit that has been built or adapted with specific design features that make the unit accessible to those with mobility and hearing handicaps.

Application: A packet that households who are selected in an affordable housing weighted drawing submit for Housing Authority staff to verify that the household is qualified to purchase the home. The application consists but is not limited to the following:

- ✓ Housing Department Application for Restricted Ownership or Rental Housing
- ✓ Signed Certification and Oath
- ✓ Signed Authorization to Release Information
- ✓ Completed Lender's Qualification Worksheet (completed by lender)
- ✓ Full three tier Credit Report that includes credit scores. (Can be obtained from lender)
- ✓ Previous two years of tax returns with W-2s
- ✓ Employment Affidavit for each job currently held by wage earners in the household
- ✓ If self-employed, previous three years of tax returns with an income statement and a balance sheet.

Appeal: A process requested by an applicant/owner/renter when they understand the qualification, eligibility, and preference criteria and have requested an exception from the Housing Manager and have been denied.

Approved Lending Institution: Approved lending institutions include institutional lenders; community loan funds, or other similar nonprofits; or other legitimate, non-affiliated finance companies. See Definitions of Institutional Lenders and Community Loan Fund.

Asset: see Household Net Asset.

Assigned Number: A computer-generated number based on first name of applicants in alphabetical order that households are listed in a weighted drawing.

Area Median Income (AMI): [See Median Family Income \(MFI\)](#)

Authorization to Release Information Form: This form, which an affordable housing applicant signs, allows the Housing Department staff to verify information supplied by applicants from banks, employers, etc.

Balance Sheet: A statement of the total assets and liabilities of a business.

Deleted: A figure published annually by HUD which is calculated by dividing households residing in counties into two equal segments with the first half of households earning less than the median household income and the other half earning more.

Section 9. Definitions

9-1. Definitions

Bid Period: The time period that the Housing Authority accepts bids for an available housing unit. The bid period only takes place if no weighted drawing entry sheets are submitted for an available restricted housing unit.

Borrowed Light: An indirect source of natural light; for example, a room in a home uses borrowed light when it has a window that looks into another room, where the other room receives direct sunlight.

Capital Improvements: Improvements done to the home for which the homeowner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy.

Caregiver: A full-time Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming resident who is or was volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and was therefore unable to gain full-time employment in Teton County.

Closing Date: The date on which ownership of property transfers from the former owner to the new owner.

Combined Loan to Value (CLTV). Loan to Value is the ratio of the loan amount to the value of the home. Combined Loan to Value is when a second mortgage exists and the two loan amounts are combined and compared to the value of the home. **Community Loan Fund:** A loan fund that is set up in a community for the purpose of providing down payment assistance or other types of loans for restricted housing units.

Critical Services Provider: An employee or volunteer of a community based institutional or non-profit organization on call 24 hours per day for public safety emergencies.

DTI: Debt to Income. This is a ratio that compares the amount of debt a household has to the amount of income they make. It is used to analyze the ability of a household to pay their debt.

Deed Restriction: A document recorded against a housing unit that describes the unit's housing program. It provides restrictions on the purchase, occupancy, use, and resale of the restricted housing unit. A deed restriction is a type of restrictive covenant that is recorded at the time of certificate of occupancy.

Dependent: A child or adult who lives with the household and can be claimed on the tax returns of an adult in the household.

Developer: An individual or group who builds housing.

Disabled: Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

Deleted: CLTV:

Moved down [1]: Combined Loan to Value. Loan to Value is the ratio of the loan amount to the value of the home. Combined Loan to Value is when a second mortgage exists and the two loan amounts are combined and compared to the value of the home.

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Section 9. Definitions

9-1. Definitions

Earnest Money: Money that a buyer gives to a seller to bind a contract. Earnest money goes toward the costs of the purchase of the home and is held in escrow by the title company until closing.

Eligibility Criteria: Criteria defined in either the Deed Restriction or the Housing Department Rules and Regulations, which are used to measure whether a household is eligible to apply for a unit.

Employment-Based: A restricted housing unit where occupancy is limited to employees in Teton County, Wyoming. There are no income qualifications for an occupant. This type of unit may include, but is not limited to, Accessory Residential Units and Employment-Based Units.

Employment Requirement: At least one member of a household must demonstrate an average of 30 hours per week (1560 hours per year) of employment in Teton County, Wyoming; or demonstrate a clear intent to work an average of 30 hours per week in Teton County, Wyoming (must have been hired even if hasn't started the job yet.)

Escrow: A legal arrangement where the JTCHA holds money until a particular condition has been met. This includes but is not limited to inspection maintenance & repair items that were not completed prior to closing on a home.

Exception: If a household understands the eligibility and qualification criteria, but feels their situation is unique and there is a compelling reason the rule(s) should not apply to them, they may request an exception. Exceptions are only considered before a weighted drawing process opens or before an application is submitted.

Fair Market Rents (FMR): Fair market rents are the maximum chargeable gross rent, including utilities, in an area for projects participating in the Housing and Urban Development (HUD) Section 8 Program. The HUD Section 8 Program targets incomes of 80% and below of the Median Family Income (MFI). The Jackson/Teton County Affordable Housing Department does not participate in HUD's Section 8 Program; however, FMR applies to some Employee Housing rental units. The rental rate corresponds to the amount of bedrooms in a unit.

Final Development Plan Approval: The point in the development review process when either the Teton County Board of County Commissioners or the Town of Jackson Town Council approves a development.

Final Inspection: The inspection that is done on a home at least 48 business hours before closing on the sale of the home. The purpose is to determine whether the home has been properly cleaned and that proper maintenance and repairs have been completed.

Finance Company: A company that regularly makes loans to clients.

Garage: An enclosed shelter for automotive vehicles.

Grievance: A dispute that applicants, sellers, buyers, or owners may have with the Housing Department with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status.

Section 9. Definitions

9-1. Definitions

Habitable Floor Area: Habitable floor area is floor area used for living purposes, usually having access to heat, plumbing, and electricity. It includes foyers, hallways, restrooms, closets, storage, and other common areas within a building. Habitable floor area does not include mechanical rooms, elevators and fireplaces. Habitable floor area is measured either from the exterior of the faces of the building or the exterior limits of any interior wall that separates habitable floor area from uninhabitable floor area, whichever is applicable.

Handicapped: having a physical or mental disability.

Hearing Impaired: Individuals with hearing measures between 25 dB and total hearing loss.

Mentally Challenged: Individuals who have an intellectual functioning level that is well below average and that causes significant limitations in daily living skills.

Mobility Impaired: Individuals who have reduced function of legs and feet that leads them to be permanently dependent on a wheelchair or an artificial aid to walking.

Heir: A person legally entitled to the property of another person upon the latter person's death.

Homebuyer Education: Class required by the Jackson/Teton County Housing Authority for households to be eligible to purchase a restricted housing unit. The class educates homebuyers about the entire home buying process.

Homeowners' Association: An organization comprised of neighbors concerned with managing the common areas of a subdivision or condominium complex. These associations take on issues such as plowing, clearing sidewalks, painting exteriors of a subdivision and collecting dues from residents. The homeowners' association is also responsible for enforcing Covenants, Conditions & Restrictions (CC&Rs) that apply to the property. They do not enforce Deed Restrictions.

Household: a social unit composed of those living together in the same dwelling.

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Household Income: The current income going forward 12 months of all adult wage earners within a household before taxes. Income from dependents that are enrolled in college or another type of school is not included in the household income calculation. For self-employed individuals, Income is the net income from the business with depreciation added back in averaged over either the life of the business or the last three (3) years, whichever is shorter. Other types of deductions may be added back in as well, such as home business use.

Household Net Assets: The value of all assets over \$500 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts, business assets are limited to liquid assets.

Housing Programs: Programs intended to provide housing for the workforce of Teton County and administered under the Jackson/Teton County Affordable Housing Department They include ownership

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and rental units created through the Land Development Regulations, through the direct construction of restricted housing units, or the financing thereof.

Housing Mitigation Plan: The portion of a development plan that specifies how an applicant will satisfy the Affordable and/or Workforce Housing requirements in Division 6.3.6 of the Teton County and Town of Jackson Land Development Regulations.

Immediate Family Member: Individuals that include a parent, spouse or child, including stepchildren, foster children, stepparents and foster parents.

Initial Inspection: An inspection done on a home once a letter of intent to sell is received by the Housing Department. The purpose is to inform the seller of the selling process and to check for maintenance and repairs that may be required before the sell occurs.

Institutional Lender: A lender that is a legitimate financial institution that regularly loans money for real estate transactions.

Joint Tenancy: When two or more people own property as joint tenants and one owner dies, the other owners automatically own the deceased owner's share. No will is required.

Leave of Absence: Permission granted by the Housing Department for an owner of a restricted housing unit to be absent from the unit for an extended period of time for a legitimate and compelling reason, without violating the unit's deed restriction.

Lawful Permanent Resident: Any foreign national who has been granted the right to reside permanently in the United States. Lawful Permanent Residents may apply for Affordable and Attainable housing but are ineligible to apply for Employment-Based housing, as it is available for US Citizens only.

Lender's Qualification: The Institutional Lender's judgement of the household's financial ability to obtain financing for purchasing a home.

Letter of Intent to Sell: A letter that a homeowner submits to the Teton County Housing Authority informing the Housing Department that they desire to sell their restricted housing unit. The Housing Department must receive this letter before the selling process can begin.

Liabilities: Any debt, loans, or balances that a household owes. Liabilities are subtracted from assets when calculating Household Net Assets.

Living Space: A room in a home used by a family for leisure activities, entertaining guests, etc. It includes space for couches, chairs, tables, and may open to the kitchen.

Local Business:

Two Part Definition

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

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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.

Maintenance: A repair or maintenance item is an expenditure that restores a property to a sound state.

Maintenance Adjustment: The amount of money credited to the buyer at closing for maintenance, cleaning, or repairs that are found to be needed on the home at the final inspection.

Maximum Rental Rates: The maximum rental rate that may be charged to a tenant occupying an Employee Housing unit. The rates must include basic utilities (water/sewer, electric, gas, and trash removal). The specific restriction recorded on the unit instructs the method to be used to calculate maximum rental rates.

Maximum Resale Price: The maximum amount that a restricted housing unit can be sold for. This price is calculated by the Housing Department according to the restricted housing unit's deed restriction or the Housing Department Rules and Regulations.

Maximum Resale Letter: A letter given to a seller of an Affordable or Employment-Based housing unit informing them of the maximum amount that the unit may be sold for

Maximum Sales Price: The maximum amount that newly provided ownership housing units can be sold for initially. There is 10 percent reduction from the maximum sales price for no garage and a 20 percent reduction from the maximum sales price if the unit is below grade.

Median Family Income (MFI): The Department of Housing and Urban Development (HUD) calculates this figure by dividing households residing in counties into two equal segments with the first half of households earning less than the median household income and the other half earning more. Then, adjustments are made based on family size. The Jackson/Teton County Affordable Housing Department uses MFI to determine eligibility for restricted housing units. The Housing Department also uses MFI to calculate maximum sales prices.

Military Service: Active deployment in the U.S. Armed Services for any amount of time. Military Service counts as employment in Teton County, Wyoming for the sake of gaining the 1-year eligibility in the weighted drawing if the person deployed met employment criteria in Teton County Wyoming for minimum of two years immediately prior to deployment.

Net Livable Floor Area: This area is calculated on interior living area and is measured interior wall to interior wall, including all interior partitions including, but not limited to habitable basements and interior storage areas, closets and laundry areas. Exclusions include, but are not limited to,

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uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.

Nonqualified Transferee: A household to whom the title of a restricted housing unit is transferred, but it does not meet the qualification and eligibility standards set out in these Housing Department Rules and Regulations.

Occupancy Requirements: A type of preference used in the Affordable and Employment-Based Programs' weighted drawing selection processes through which household is eligible to enter a weighted drawing based on how closely it aligns with the unit size.

Original Purchase Price (OPP): The amount the current homeowner originally paid for the home.

"Plus" Units: Restricted housing units that have extra floor area for offices, play areas, etc.

Post-Secondary Education: Attendance as a full-time student at an educational establishment after high school or college preparatory school.

Possession Date: The date a buyer takes possession of a home. This is normally the date of closing unless for some reason funds are unable to be disbursed on that day or other arrangements are made.

Price Opinion: The market value of residential or commercial property, as determined by a local real estate firm.

Primary Education: Attendance at a school for primary education located in Teton County Wyoming.

Primary Residence: A Household's sole residence, occupied at least ten (10) months during each calendar year, or as otherwise stated in the Housing Unit's Restriction.

Profit and Loss Statement: A statement showing a business's income and expenses up through the month prior to application.

Purchase and Sales Contract: Contract entered into by the seller and the buyer which outlines the terms and conditions under which the property will be sold.

Qualified Critical Services Provider: An employee or volunteer on call 24 hours per day for public safety emergencies of an approved community-based organization that provides immediate response to health and safety services.

Qualified Employee: A person who works for a local business in Teton County Wyoming a minimum of 1,560 hours annually (average of 30 hours per week).

Qualification Letter: Letter issued to applicant confirming that they are qualified to purchase the home. This letter is needed by the Title Company in order to allow the closing to take place.

Qualified Households: Households that have applied for housing through the Housing Department, where Housing Department staff deem them as eligible to purchase a restricted housing unit after

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verification of information, based on the unit's Deed Restriction and the Housing Department Rules and Regulations. Information includes but is not limited to household income, assets, employment, and minimum occupancy requirements.

Qualified Mortgage/Qualified Mortgagee: A loan attained from an Approved Lending Institution/the buyer of a restricted housing unit that has been approved for a mortgage.

Resale Process: The process by which an owner of a restricted housing unit sells it to a new owner.

Residential Property: A parcel that either includes a residential dwelling unit or has the by-right potential for developing a residential dwelling unit per local zoning regulations.

Restricted Housing Unit: Any housing units in the Town of Jackson or Teton County that have Restrictive Covenants or Ground Leases that regulate the occupancy, use, sale, and/or rental of the unit or are restricted by the Land Development Regulations in order to further the Town/County's workforce housing goals.

Restrictive Covenant: a contract between the Board of County Commissioners/Town of Jackson and the owner of real property developed or designated to ensure the affordability of a housing unit for perpetuity (sometimes referred to as Special Restrictions, Deed Restrictions, or Restrictions).

Restrictive Covenant Template: A standard form to be used as a recorded instrument on all restricted housing units.

Restrictive Covenant Information Sheet: A form that the developers of restricted housing units must fill out as part of the Housing Mitigation Plan.

Retirement Age: The age at which the Federal Social Security Administration allows an individual to begin collecting Social Security.

Safe Decent Sanitary Housing: Safe, decent sanitary housing means that housing units must be kept in a habitable state fit for human occupancy to protect the physical health and safety of the renter. Landlords must:

- a. Maintain common areas of the residential unit in a sanitary and reasonably safe condition.
- b. Maintain electrical systems, gas systems, plumbing, heating and hot and cold water and keep them in working order.
- c. Unit must be structurally sound, clean, weathertight, in good repair, and meet local building codes in place at time of construction or as required for a change of use, if applicable.
- d. Maintain other appliances and facilities as specifically contracted in the rental agreement.

Secondary Education: Attendance at a high school or college preparatory school located in Teton County, Wyoming.

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Settlement Statement: Itemizes all costs, and/or credits due from the buyer and seller at closing.

Teacher: Any individual who (1) works with individuals age three (3) – eighteen (18), and (2) whose duties involve classroom or other instruction or the supervision or direction of classroom or other instruction, and (3) whose primary employment is at least thirty (30) hours a week for at least nine (9) months per year, but is not employed in that position for at least two (2) months per year.

Tenancy-In-Common: When two or more people own a shared interest in a property. If one owner dies, they can will their portion to other beneficiary(s) and not to the other owner(s) if they desire.

Uniform Residential Loan Application (or Fannie Mae Form 1003): The application required by law for mortgage lenders to use to supply home loans. The Housing Department may require that applicants supply this application when applying for a restricted housing unit.

Verification Checklist: Checklist used by JTCHA to verify whether a household is qualified to purchase a particular home.

Voluntary Affordable/Employee Housing Units: Units with a restricted rent or sale price to be affordable to households earning no more than 200 percent of Teton County Median Family Income. A developer may propose these units in addition to those required by the Land Development Regulations.

Deleted: n

Deleted: applicant

Weighted Drawing: The event that selects the order, of all the applicants for an applicable restricted housing unit, which the home will be offered for sale.

Weighted Drawing Entry Period: The period (normally two weeks) that the Housing Department accepts weighted drawing entry sheets for an available restricted housing unit.

Weighted Drawing Entry Sheet: Households complete a weighted drawing entry sheet and submit it to the Housing Department along with other documentation within the weighted drawing entry period when the household is interested in purchasing an available restricted housing unit.

Weighted Drawing Number: A number that a household receives from a weighted drawing that reflects the household's standing in the weighted drawing for an applicable restricted housing unit.

Weighted Drawing Form: The form used to record all households who submitted weighted drawing entry sheets for a particular home. The households are recorded in alphabetical order. This form is given to outside counsel who then assigns each household a number. The numbers are placed in a pool and drawn out one by one. The results of the drawing are recorded in order on the Weighted drawing Form and returned to the Housing Department.

Weighted Drawing Process: The process by which the Housing Department accepts weighted drawing entries from households wishing to purchase a restricted home and determines the order the households will be offered the home for purchase. (Separate lotteries are conducted for each program).

Workforce Housing Program: An incentive program applicable within the Town of Jackson through which bonus floor areas are available in nonresidential or mixed-use buildings if the developer provides

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restricted housing units. These units can be either Ownership or Rental, and the number of units to be provided is determined by a ratio set out in the Town LDRs.



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: June 30, 2020

MEETING DATE: July 6, 2020

SUBMITTING DEPARTMENT: Affordable Housing

DEPARTMENT DIRECTOR: April Norton

PRESENTER: April Norton

SUBJECT: Housing Nexus Study Contract Award

STATEMENT/PURPOSE

The purpose of this staff report is to provide the Board of County Commissioners ("Board") and Town Council ("Council") with an opportunity to consider the award of the Housing Nexus Study.

BACKGROUND/ALTERNATIVES

As detailed in the January 28, 2020 staff report and again in the April 6, 2020 staff report, the Town and County were preparing to conduct a new Housing Nexus Study. The purpose of the study was to update the 2013 Housing Nexus Study and provide more accurate data about employee generation in Teton County.

On January 28, 2020, the Board and Council approved the request for qualifications ("RFQ") for a consultant to conduct this study.

Three entities submitted responses to the RFQ: Raftelis, Clarion Associates, and Place Dynamics.

After reviewing the 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 group voted unanimously to recommend awarding the contract to Raftelis, with conditions.

Since that time, the global COVID-19 pandemic has disrupted the local economy and the study was not funded in the FY-21 budgets for either the Town or County.

Today, staff seeks direction from the Board and Council regarding next steps for the study and provides three options for consideration:

1. Given that the study has not been funded, the Board and Council could reject all responses and delay the study.
2. Consider a phased or reduced scope of work for the study that would result in a lower cost to the community, but would require a budget amendment for FY-21.
3. Some other approach outlined by the Board and Council today.

EXISTING POLICY DIRECTION – COMPREHENSIVE PLAN, HOUSING ACTION PLAN

Comprehensive Plan Policy:

- Maintain a diverse population by providing workforce housing. Principle 5.1.
- Reduce the shortage of housing that is affordable to the workforce. Principle 5.3.

Housing Action Plan Strategy:

- Require mitigation of employees generated by growth that cannot afford housing. 5C.

ATTACHMENTS

- Responses to the RFQ: Raftelis, Clarion, Place Dynamics
- JIM staff reports: January 28, 2020 and April 6, 2020

FISCAL IMPACT

Raftelis estimated the cost of the nexus study to be \$172,986 for 860 hours of work. Typically, the Town and County would split contracts of this nature 50/50. However, neither entity has budgeted for this contract in FY-21, so a budget amendment would be necessary to fund the project.

STAFF IMPACT

This project will require significant staff time from multiple departments across the Town and County.

STAKEHOLDER ANALYSIS

Stakeholders include Town and County taxpayers, local working families, business owners, developers, and visitors.

LEGAL REVIEW

Ongoing as needed.

RECOMMENDATION

Staff recommends rejecting all responses given that funding for the study was not approved for FY-21.

SUGGESTED MOTION

I move to reject all responses to the Request for Qualifications for the Employee Generation by Land Use Study.



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: April 2, 2020

MEETING DATE: April 6, 2020

SUBMITTING DEPARTMENT: Affordable Housing

DEPARTMENT DIRECTOR: April Norton

PRESENTER: John Graham, Deputy County Attorney
Tyler Sinclair, Com. Development Director

SUBJECT: Award of Housing Nexus Study Contract

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:
 - o # of employees generated by bricks and mortar and non-brick and mortar businesses
 - o Wages earned by employment type compared to affordability of housing
 - o 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 solicited 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.



Employee Generation by Land Use Study

STATEMENT OF QUALIFICATIONS / FEBRUARY 27, 2020

Teton County & Town of Jackson



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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February 27, 2020

Ms. April Norton
 Director
 Town of Jackson/Teton County Housing Department
 320 South King Street, Box 575
 Jackson, WY 83001

Subject: Proposal for Employee Generation by Land Use Study

Dear Ms. Norton:

As documented in the Town of Jackson (Town) and Teton County's (County) excellent 2019 Annual Indicator Report, the community is experiencing significant development that requires additional affordable housing. Furthermore, the Town/County's Comprehensive Plan establishes the goal of housing to be at least 65% of workforce locally. The Town/County have tracked and evaluated relative housing affordability over the past 20 years, most recently in 2013. External and local forces have continued to increase the gap between incomes and affordably-priced housing options. In 2018, the Town/County modified developer housing requirements to mitigate employment housing for employees who earn less than 200% of the median family income. The Town/County have issued a Request for Qualifications (RFQ) from respondents to provide approaches to update the understanding of this evolving, complex, and challenging issue.

Our consultant team is led by Raftelis and supported by OPS Strategies, RPI Consulting, and White & Smith.

Our team has the technical expertise and people skills to help the community reach a consensus on employee generation by land use. The enclosed details our proposed approach and methodology to address the following key study issues:

- Employee generation from both new development and redevelopment split between commercial and residential land uses
- Relationship between jobs and wages
- Net employee migration inflows into the County
- Updating the gap between income and sustainable housing options
- Employment generation from both "brick and mortar" and location independent businesses
- Housing mitigation strategies that reflect current employee generation

Andrew Rheem will serve as Project Director and will be responsible for quality assurance/control and ensuring the final products exceeds the Town/County's expectations for this study. Andrew has over 16 years of experience assisting local governments in evaluating and addressing development, financial, and economic issues. Andrew is currently the project manager for a comprehensive water and wastewater rate study being completed for the Town during a similar timeframe in 2020. Previously, Andrew assisted the Town in evaluating a contract customer dispute regarding water and wastewater rates and fees. As part of the ongoing comprehensive water and wastewater rate and capacity studies, we are a consulting partner with OPS Strategies.

Dwayne Guthrie will serve as Project Manager, overseeing and coordinating the consultant team. He is an expert in demographic analysis and has provided consulting services to approximately 160 local governments in 27 states, including a 2002 study on transit impact fees for Teton County. For 40 years, Dwayne has collaboratively worked with local government staff, citizens, stakeholders, and government leaders to make wise fiscal choices based on best practices related to nexus studies, infrastructure funding, and smart governance.

Alex Norton (OPS Strategies) will serve as the local liaison between the community and the Raftelis team. Alex will work with the Raftelis team to ensure the data collected is locally relevant and addresses the issues that have been identified through the Housing Action Plan, mitigation requirements update, and Growth Management Plan review. Alex will ensure that the implementation plan and options are locally feasible and drawing on history and local engagement to identify practical paths forward. Alex has extensive experience with local employment data, local housing implementation efforts, and regional housing policy that uniquely positions the Raftelis team to provide innovative and

insightful analysis. Alex will serve as the local point of contact and will organize and facilitate public and stakeholder outreach with the full support of the Raftelis team.

Tyson Smith (White & Smith) is nationally recognized as a planning and legal expert in impact fees and nexus studies with over 20 years of experience. He has worked in over 50 communities on impact fees, exactions, inclusionary housing, fees-in-lieu, and similar nexus studies. Tyson's broad perspective includes both legal and technical expertise. He collaborates with local stakeholders to reach consensus on defensible and effective housing mitigation studies and programs. Tyson also has experience solving housing affordability issues in Aspen, CO and Park City, UT. Tyson and Dwayne have worked together on numerous impact fee studies across the nation.

Gabe Preston (RPI Consulting) is based in Durango, CO and has worked on housing nexus studies for Telluride/San Miguel County and Aspen/Pitkin County. Gabe will augment Alex and Dwayne's planning expertise. Gabe and Dwayne are currently working on transportation impact fee studies for both La Plata and Pitkin County. In unincorporated Pitkin County, we used the assessor's parcel database and local traffic counts to document travel demand by size of residential unit, which is partly due to service sector employees. We used U.S. Census Bureau quarterly workforce data by place of work and assessor data to calibrate the average number of employees per thousand square feet of floor area for three general types of non-residential development.

Our team was comprised to develop innovative ideas to achieve the Town/County's affordable housing goals. We provide a perspective that may provide the foundation of future mitigation policies. The Raftelis team provides the following six advantages to the Town/County:

- **Communicating Recommendations that are Supported:** Whether the goal is to build support for a solution to a difficult challenge or communicating an understanding of technical problems to a non-technical audience, we have been there and done it successfully.
- **Translatable Expertise:** We have provided similar assistance to other resort communities assessing and mitigating this multi-faceted and complex issue.
- **Cross-Functional Team:** We have planning, legal, demographic, financial, economic, and facilitation expertise to efficiently and effectively address the key study issues.
- **Local Understanding:** Our team members familiarity and understanding of the Town/County key issues, history, and specific nuances underlying this study will support innovative and insightful approaches without retreading previous dead ends.
- **Full Suite of Services:** Raftelis subject matter experts are available to assist the Town/County with addressing the anticipated variety of technical, management, and/or communication issues that may be encountered.
- **Proven Experience:** Our team members have a proven track record assisting the Town/County in addressing difficult issues and balancing competing objectives while progressing towards long-term goals.

Should you have any questions, please contact Andrew Rheem at 303.305.1137 or arheem@raftelis.com

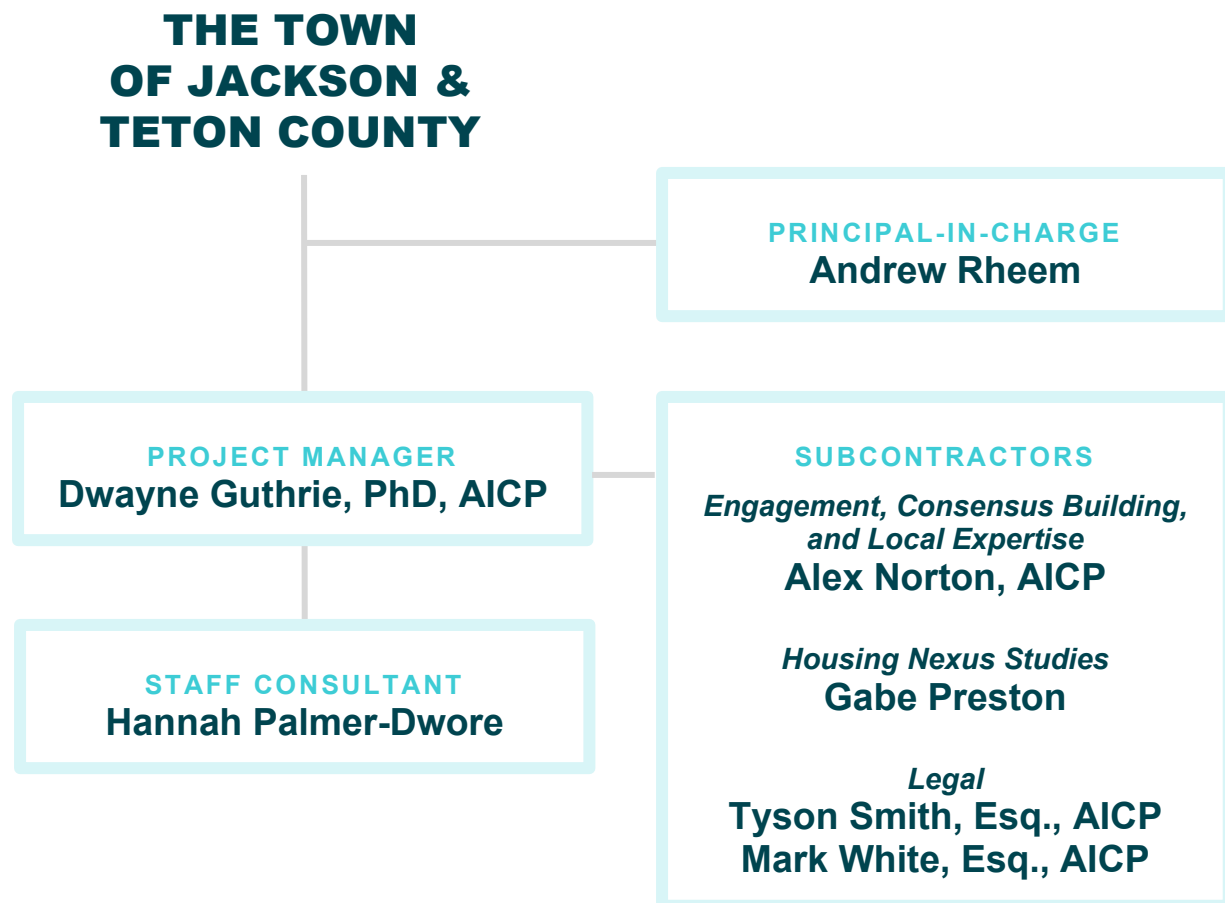
Sincerely,



Harold Smith
Executive Vice President

Qualifications

This section on our consultant team's qualifications starts with an organizational chart of the Project Team, then a brief description of each person's role, followed by resumes. The qualifications section concludes with firm experience, legal experience and references for Raftelis, OPS Strategies, RPI Consulting, and White & Smith.



TEAM ROLES

Andrew Rheem will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project. Andrew will also attend major project meetings and presentations to the County Commissioners and Town Council as part of the study and serve as the primary contact.

Dwayne Guthrie will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the Town/County's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project working closely with County and Town staff.

Hannah Palmer-Dwore will work at the direction of Dwayne in conducting quantitative analyses, preparing deliverables, and providing GIS support for the consultant team.

Alex Norton is a local planner who has experience with employment data, housing implementation efforts, regional housing policy, and community engagement. He will serve as a local liaison, organizing public and stakeholder outreach. Alex will also help the consultant team tailor recommendations to fit the community assisting Dwayne and Gabe in collecting, analyzing and developing study findings and recommendations.

Gabe Preston will provide input and guidance as a Subject Matter Expert for the employee generation and affordable housing nexus study.

Tyson Smith and Mark White will provide input and guidance as a Subject Matter Expert for the legal aspects of this project.

Andrew Rheem

PRINCIPAL-IN-CHARGE

Senior Manager (Raftelis)



PROFILE

Andrew has been providing financial planning, impact fee and rate consulting services to local governments and water, wastewater, reclaimed water, and stormwater utilities and local government for 17 years, including studies for the Town of Jackson and numerous Southwestern U.S. local governments and municipal utilities. He has served as principal-in-charge and/or project manager for multiple long-standing clients providing a range of municipal financial planning, rate and impact fee assistance through multiple engagements. Andrew is a board member of the Growth and Infrastructure Consortium (formerly the impact fee round table) and served as the 2018 conference president held in Scottsdale. Andrew is also a skilled presenter and has presented study findings and recommendations to management and governing bodies. Andrew holds Bachelors in Business Administration, Finance and Accounting from the University of Michigan - Ann Arbor.

KEY PROJECT EXPERIENCE

Town of Jackson (WY)

Mr. Rheem is the Project Manager for an on-going Comprehensive Water and Wastewater Rate and Tap Fee Study initiated in November 2019 and anticipated to be completed in September 2020. As part of the study, Mr. Rheem is helping facilitate five meetings with a Citizen Rate Committee (CRC). The CRC is group of local stakeholders tasked with assisting Raftelis and Town staff develop alternatives for consideration by the Town Council. Separate stakeholder meetings, public hearings and Town Council presentations are anticipated in Summer 2020 to be led by Mr. Rheem.

Mr. Rheem also served as the Project Manager for 2018 project for the Town of Jackson. A contract customer of the Town's water and sewer system had raised questions about user charges and rates for service. Town staff retained Raftelis to review the updated rate calculations and overall rate methodology that served as the basis for the contract customer rates. Raftelis reviewed the rate calculations working closely with Town staff to review the claim as well as to formally respond the contact customers representatives.

City of Prescott (AZ)

Mr. Rheem served as the Project Manager for a separate water and wastewater rate study and solid waste rate studies completed in 2019. Rate study recommendations were adopted with multi-year rate adjustments in place starting April 1, 2019 and subsequent annual adjustments in place January of each year through 2023. Mr. Rheem presented at multiple City Council meetings and public hearings and helped to facilitate four meetings with a developer stakeholder group assembled to provide advice to City Council regarding the impact fee analyses. Mr. Rheem also served as the Project Manager for a utility development impact fee study completed in 2019 with proposed impact fees implemented effective August 1, 2019.

Mr. Rheem also served as the Project Manager for a 2014 utility and non-utility development impact fee and water and wastewater rate study. We also assisted the City during the public hearing and public notice process as part of the non-

Specialties

- Impact fee consulting services for utility & non-utility fee categories including managing studies completed under different legislative guidance in Wyoming, Arizona, Colorado, Utah, & Montana
- Impact fee, financial, rate, fee, & bond feasibility consulting services for local governments and water, sewer, reclaimed, & stormwater utilities

Professional History

- Raftelis: Senior Manager (2019-present); Manager (2014-2018); Senior Consultant (2013)
- Red Oak Consulting: Principal Management & Utility Rate Consultant (2003-2013)

Education

- Bachelors in Business Administration, Finance & Accounting - University of Michigan at Ann Arbor (1999)

Certifications

- Series 50 Municipal Advisor Representative

Professional Memberships

- Growth & Infrastructure Consortium Board of Directors
- AWWA
- WEF

utility and utility development impact fee update adopted in May 2014. Recommendations and findings were summarized in the study report and presented to City Council for adoption and implementation in 2015.

Town of Berthoud (CO)

Mr. Rheem was the Project Manager for a water, wastewater and stormwater financial plan, plant investment fee and rate study for each utility. The study included a financial planning, plant investment fee and 2018 rate review for each utility. Raftelis developed and proposed a stormwater plant investment fee which was adopted and implemented by the Town. Raftelis worked with Town staff and the Town's engineering consultant to review and refine a multi-year capital plans and financial planning models. Following review of multiple scenarios, a multi-year financial plan and annual rate adjustments as well as proposed modification to the water system plant investment fee and creation of a new stormwater plant investment fee were finalized. The study findings and recommendations were documented within a study report and presented to the Town Board and implemented in late 2017.

Mr. Rheem also served as Project Director for study which evaluated establishing a separate fee structure for one-time system development fees assessed to new or increased developments. The Town has a master planned community constructing smaller homes with less outdoor space and Raftelis worked with City staff to review equitable one-time charges for new single-family residential detached homes with smaller finished square feet and lots than more traditional developments. The results of the study were presented to the Town Board and adopted in September 2019. Mr. Rheem is the Project Director of an on-going non-utility development impact fee study being completed for the Town.

El Paso Water Utilities (TX)

Mr. Rheem served as Project Manager for a variety of engagements completed for El Paso Water Utilities since 2003. Mr. Rheem served as project manager for sixteen annual updates of wholesale water and wastewater financial planning and cost-of-service rate models using the base-extra capacity method. Individual wholesale customer reports are issued at the completion of the annual studies. Recent studies include development of excess-strength customer surcharges, retail water rate design, assisting the utility evaluate alternative cost recovery approaches for a master planned community outside the City, replacing utility financial models, and an innovative Growth-Related Infrastructure Surcharge anticipated to be assessed to new development in addition to impact fees to fully recover the cost of expansionary or growth-related infrastructure serving new development. Mr. Rheem is currently leading the annual update of wholesale water and sewer rates.

City of Steamboat Springs (CO)

Mr. Rheem served as Project Manager for comprehensive water and wastewater rate studies for the City of Steamboat Springs completed in 2010, 2016, and 2019. Separate water and wastewater financial planning models were updated as part of each study to evaluate current and potential funding sources to support each utility operation over the next ten years including future adjustments necessary to fund operations and the annual capital project requirements (including regulatory driven and capacity expansion improvements) and maintain a financially viable utility. A cost-of-service evaluation was then completed for each utility. The results of the cost-of-service and financial planning tasks were integrated into developing three water rate structure alternatives and two wastewater rate structure alternatives for full-service City customers and a single alternative for wholesale water and sewer customers as part of the 2016 study. In 2010 and 2019, the City maintained the same structure, but modified rates to maintain customer class cost-of-service by the third year of a three-year rate schedule adopted by City Council. The utility tap fees were also updated as part of the study. The findings and recommendations were presented to City Council and summarized in a report issued at the completion of each study.

Mt. Werner Water and Sanitation District (CO)

Mr. Rheem served as Project Manager for comprehensive water and wastewater rate studies completed in 2016 and 2019 for the Mt. Werner Water and Sanitation District serving Steamboat Ski Resort as well as residential and commercial customers nearby. Separate water and wastewater financial planning models were developed to evaluate current and potential funding sources to support each utility operation over the next ten years including future adjustments necessary to fund operations and the annual capital project requirements and maintain a financially viable utility. A cost-of-service evaluation was then completed for each utility as part of the 2016 study. The results of the cost-of-service and financial

planning tasks were integrated into developing two water rate structure alternatives and two wastewater rate structure alternatives for full service District customers. The utility tap fees were also updated during both studies. The findings and recommendations were presented to the District Board and summarized in a report issued at the completion of each study. Electronic copies of models created as part of the study were delivered to the District for their use. Mr. Rheem also led efforts to assist the District evaluate and implement an Available of Service Fee assessed to undeveloped properties throughout the District to recovery a portion of debt funded pipeline facility capacity and consistent with Colorado Statutes.

City of Boulder (CO)

Mr. Rheem served as the Project Manager for a comprehensive water, wastewater and stormwater rate assessment and to develop rate alternatives for each utility. The study included a detailed review of policies and practices incorporated in separate utility rate models maintained and updated by the City for validation and/or modification as well as a comprehensive review of improvements to the utility rate structures. The City implemented an individualized customer water budget based rate structure in 2007 and this study will include a review of the water rate structure and modifications to improve the effectiveness after ten years informed by City experience and Raftelis experience elsewhere. The City's wastewater utility faces increased capital costs associated with increased regulatory requirements combined with repair and replacement requirements. The City's stormwater collection and drainage systems are faced with equitably recovering increased operating and capital requirements associated with increasing storm drainage service levels following the flooding experienced by the City in the fall of 2013. The alternative rate structures will be completed to the existing rate structure updated for increased utility revenue needs and a January 1, 2018 effective date. Raftelis also reviewed the City's revenue requirement and provided recommendations to the Utility debt service coverage and cash reserve policies.

Throughout the project Raftelis has worked extensively with City staff to review and refine study findings and recommendations. Raftelis and City staff presented interim and will present final study recommendations to the standing Water Resource Advisory Board (WRAB) to provide direction regarding policies, practices and adjustments to the utility rate structure for review and approval by City Council.

City of Peoria (AZ)

Mr. Rheem served as the Project Manager for a water, wastewater and water resource utility expansion (development impact fee) study which is nearing completion. As part of this update, an additional water service area is being established with updates to existing water, wastewater, and water resource service area based development impact fees. Mr. Rheem assisted the City present interim and draft study recommendations as part of two separate development community stakeholder meetings, assisted the City at public hearings and City Council presentations. Mr. Rheem also helped develop development specific credit and reimbursements for major developments which constructed, oversized and dedicated utility facilities that are also recovered through utility development impact fees serving other developments.

PRESENTATIONS

- "Conducting Audit of Infrastructure Improvements Under Arizona Revised Statutes 9-463.05 - Scottsdale Arizona Case study," Growth Infrastructure Consortium Conference, 2016
- "How Lake Havasu City's Pro-Active Wastewater Asset Management Program Makes Every Dollar Count," AZ Water Conference, 2016
- "Expense, Project and Budget Management Tactics to Provide Wastewater Service Delivery Without Increasing Rates," AZ Water Conference, 2016
- "Comparing Utility Rates, Fees and Financial Results," Colorado Special Districts Association Conference, 2016
- "Utility Financial Planning in Advance of Issuing Debt," 2015 Water Bond Workshop, 2015
- "Time for a Change? El Paso Water Utilities Considers a New Rate Structure," Utility Management Conference, 2015
- "CIP Planning - Cradle to Grave," Colorado Government Finance Officers Association Metro Coalition Workshop, 2009
- "Mixed Use Water and Wastewater Rates and Development Fees - City of Longmont Case study," Rocky Mountain Section American Water Works Association/Water Environment Federation, 2006
- "Revenues, Water Rates, and Reserves," Colorado Government Finance Officers Association 3rd Quarter 2007 Educational Seminar, 2007

Dwayne Guthrie, PhD, AICP

PROJECT MANAGER

Manager (Raftelis)

PROFILE

Dwayne is currently a Manager with Raftelis. Prior to joining Raftelis, he served as the Impact Fee Manager for Manatee County, Florida. During 2017, he drafted an extensive revision to the Land Development Code related to impact fees, along with an Impact Fee Procedures Manual. The latter provides clarification of impact fee credits necessary to account for construction of major roads by developers. For a major portion of his career, Dwayne worked as a planning consultant for cities and counties across America. He directly interacted with top administrators and elected officials regarding best practices for impact fees, infrastructure funding, placemaking, and redevelopment strategies. Dwayne primarily assists local governments with the challenges of growth management, infrastructure planning, and funding strategies. He specializes in demographic analysis, development impact fees, capital improvements plans, fiscal evaluations, and consensus building with stakeholders. During the preparation of impact fee programs for approximately 160 local governments in 27 states, Dwayne helped community and government leaders make tough fiscal choices, while successfully managing all aspects of the consulting process. Dwayne's research interests include quantitative methods, spatial thinking, and smart governance (i.e. the interaction of land use, infrastructure, and revenue strategies). His career began as a public sector planner in Florida. Dwayne has 40 years of experience as a professional planner. His career includes 31 years of work as a planning consultant and 9 years of public sector experience.

KEY PROJECT EXPERIENCE

For these projects, professional planners provided comprehensive service from start-up to conclusion, for each client. Typical assignments require three to six months and include staff interviews, data gathering, technical analysis, report writing, stakeholder meetings, and presentations at public forums. The following work products provide a representative sample.

City of Meridian ID

In 2019, Raftelis updated development impact fees for parks/recreation, police and fire facilities. After collaborating with staff and receiving input from the Impact Fee Advisory Committee, Raftelis recommended several changes to improve consistency with Idaho's enabling legislation, including:

- Updated development projections and land use assumptions based on Meridian data
- Documentation of current infrastructure standards and projected need for additional facilities
- Proportionate fees for two types of non-residential development and five size thresholds for residential development

As Project Manager, Dwayne recommended residential fees by dwelling size, based on climate-controlled space. In contrast, the 2013 study used a "one size fits all" approach, whereby all housing units paid the same DIF. The 2019 study also recommended nonresidential fees by two general categories, Commercial and All Other types of nonresidential development. The previous study had a single fee for all types of nonresidential development.



Specialties

- Impact fees
- Infrastructure needs & funding strategies
- Fiscal impact analysis
- Smart governance

Professional History

- Raftelis: Manager (2018-present)
- Manatee County, FL: Impact Fee Manager (2017)
- TischlerBise: Principal (2012-2017); Consultant (1988-2010)
- Catholic University of America in Washington, DC: Associate Professor (2010-2012)
- Engineering Firm in Tampa, FL: Planner (1987-1988)
- Planning Commission in Tampa, FL: Planner (1979-1987)

Education

- Doctor of Planning, Governance, & Globalization - Virginia Tech (2007)
- Master of Arts in Urban & Regional Planning - University of Florida (1979)
- Bachelor of Arts in Education - University of Florida (1977)

Professional Memberships

- American Planning Association
- Arizona Chapter of the American Planning Association
- Institute of Transportation Engineers

Town of Berthoud CO

In 2018, Raftelis helped the Town of Berthoud (Town) analyze the relative impact that smaller housing units (2 bedrooms or less) have on roads, parks, water, wastewater and stormwater facilities. The goal of this study was to see if the Town's impact fees should be adjusted for smaller homes. As Project Manager, Dwayne analyzed Public Use Microdata Survey records from the U.S. Census Bureau to derive custom trip generation rates by dwelling size. We also documented average number of persons per housing unit by dwelling size in the Town of Berthoud. Adjustments to the water impact fee used a combination of indoor water usage per capita and outdoor water usage for smaller lots. The wastewater impact fee was adjusted based on average winter consumption per capita. Raftelis proposed adjustments to the Town's six impact fees to make them proportionate to the infrastructure demand from small houses. We recommended a 38% reduction in impact fees for small houses in Berthoud. In 2019, Dwayne completed a comprehensive update of DIFs for Parks/Recreation, Public Facilities and Transportation. The fee schedule includes proportionate amounts for small, medium, and large dwellings, based on climate-controlled living space.

City of Prescott AZ)

Mr. Guthrie served as the Project Manager for a non-utility development impact fee study completed in 2019. Dwayne presented at multiple City Council meetings and public hearings and helped facilitate four meetings with a developer group assembled to provide advice to City Council regarding the impact fee analysis. As part of this study, the City implemented Street, Fire and Police impact fees. Impact fee schedules differentiate residential dwelling units by size rather than type of structure.

Town of Vail CO

The Town of Vail (Town) is a resort community of approximately 5,000 year-round residents that surges to approximately 40,000-45,000 persons during peak tourism season when employees and visitors are present. Given its location in a mountain valley, the Town has a compact development pattern and a multi-modal transportation system that relies on pedestrian, bicycle, transit, and vehicular travel. Consistent with this setting, the impact fees proposed by Dwayne are being used to fund multi-modal transportation improvements necessary to accommodate projected development within the Town of Vail. Impact fees must increase the carrying capacity of the transportation system. In Vail, capacity improvements include the addition of travel lanes, intersection improvements (i.e., turn lanes, signalization or roundabouts) and "complete street" improvements to provide multimodal infrastructure, such as bus stops, bike lanes and sidewalks. Development of attached housing units and hotels in the core area of Vail facilitate pedestrian, bicycle, and transit use, thus requiring less vehicular travel. In recognition of lower vehicular travel demand in the core area, Dwayne proposed transportation impact fees that are lower in the core area. The transportation impact fee study for Vail uses a plan-based method. The total cost of transportation improvements needed to accommodate new development through 2040 was estimated to be approximately \$95 million in current dollars (not inflated over time). Impact fees will fund approximately \$20.8 million, which is 28% of systems improvements. Funding from non-impact fee sources, such as the Colorado Department of Transportation (CDOT), Real Estate Transfer Tax (RETT), and the Town of Vail General Fund will cover the remaining cost of system improvements.

Manatee County FL

Dwayne updated impact fees for parks, law enforcement, and public safety; created a new impact fee for libraries; and significantly revised the existing road impact fee. The 2015 multimodal transportation fee includes funding for complete streets (all modes), with unique capital plans and fee schedules by four geographic areas. In addition, Dwayne provided technical memorandums and a staff presentation on infrastructure funding strategies and the importance of transportation and land use interactions in a study titled, "How Will We Grow?"

City of Boulder CO

Due to open space easements surrounding the City of Boulder (City), the City is infilling and redeveloping. Dwayne provided a literature review and best practices summary regarding walkable urbanism and multimodal transportation funding solutions. He also drafted reports on the growth share of transportation capital and operating costs.

State of Delaware

An innovative feature of this transportation impact fee study is the use of GIS analysis to derive transportation fees for policy areas identified in the State Plan. The fees are based on vehicle miles of travel, derived from the long-range transportation model.

SPECIALIZATIONS

Impact Fees

Dwayne has completed fee studies on the following types of public facilities: water and sewer systems, roads, schools, parks, fire-rescue, law enforcement, stormwater management, libraries, general government facilities and electric utility systems. Impact fee assignments for private sector clients include successful challenges of fees on behalf of builder/developer associations. Dwayne continues to improve “best practices” with customized demographic multipliers by type or size of housing, geographic variation in fees to implement planning policies, and consensus building with private sector stakeholders.

Infrastructure Needs and Funding Strategies

Dwayne has prepared infrastructure plans and funding strategies for clients in Maryland, South Carolina, Georgia, Florida, Arizona, Colorado, Utah, Idaho, and Montana. As part of these studies, he documents local level of service standards, capital and operating cost factors, and projected revenue sources to ensure sufficient funding for implementation.

Fiscal Impact Analysis

In contrast to impact fees that only consider infrastructure funding, fiscal studies evaluate cash flow to the public sector for all revenues and costs. Dwayne has conducted fiscal evaluations of specific development proposals, alternative development patterns, and various land-use prototypes.

Smart Governance

Dwayne promotes smart growth using revenue strategies and pricing policies. He has pioneered innovative methods for analyzing census data to support higher fees for larger housing units and reducing fees for infill development located in urban centers. Dwayne helps communities implement marginal cost pricing that varies by geographic area, and charges per acre to encourage efficient land use.

TEACHING AND RESEARCH

Dwayne taught graduate planning courses at Catholic University of America in Washington, DC and at the Alexandria campus of Virginia Tech. His courses include Introduction to Planning Principles, Transportation and Land Use, Planning Techniques, and Growth Management. His doctoral dissertation, titled “Understanding Urban, Metropolitan, and Megaregion Development to Improve Transportation Governance” documents the expected geographic extent of commuter sheds in 2030 for large metropolitan areas within the continental United States. Nine transportation megaregions were identified based on specific criteria, including global gateways that facilitate movement of people and goods, contiguous commuter sheds with urban centers spaced a suitable distance for high-speed rail service, and end-point commuter sheds projected to add at least one million persons and jobs from 2000 to 2030. The dissertation recommends a new paradigm for transportation governance with scale-dependent decision-making and funding strategies.

PUBLICATIONS AND PRESENTATIONS

“Next-Generation Transportation Impact Fees,” American Planning Association Planning Advisory Service Memo, 2015
 “Introduction to Infrastructure Financing,” International City/County Management Association IQ Service Report, 1998
 “Alternative Transportation Funding Techniques,” Growth & Infrastructure Consortium
 “Funding the Infrastructure Gap,” American Planning Association National Conference
 “Reasonable Impact Fees,” National Association of Home Builders Conference
 “Do Impact Fees Fit Your Comprehensive Revenue Strategy?,” Rocky Mountain Land Use Institute Conference

Hannah Palmer-Dwore

STAFF CONSULTANT

Consultant (Raftelis)

PROFILE

Hannah has a diverse background including natural science, natural resource management, and quantitative analysis. Her expertise includes geospatial analysis and modeling, technical report writing, and data management.

PROJECT EXPERIENCE

Town of Jackson (WY)

Ms. Palmer-Dwore is the lead analyst for an on-going Comprehensive Water and Wastewater Rate and Tap Fee Study initiated in November 2019 and anticipated to be completed in September 2020. Hannah is assisting Mr. Rheem in the development and delivery of study recommendations and findings completing much of the supporting analysis in close coordination with Town staff and consulting partners.

City of Buckeye (AZ)

The City of Buckeye (City) engaged Raftelis to update the Water and Wastewater IIP and DIF. Hannah was responsible for conducting GIS overlay analyses to aggregate areas for public safety, parks, streets, water, and wastewater impact fees. She incorporated state and local policies in her work and used geospatial tools to complete the analysis. Hannah worked with the engineering and planning staff to maintain and update geodatabases of utility and non-utility data. At the City's request, Hannah provided additional GIS support to the City's engineering staff on a per diem basis during a staffing shortage.

City of Thornton (CO)

The City of Thornton (City) sought to tailor single family residential system development charges to lot size in an effort to better reflect the capacity of each user. Hannah conducted an analysis of SFR gross lot sizes and worked closely with City officials to create an equitable fee structure and water allotment schedule for existing and future users.

City of Thornton (CO)

Raftelis was engaged by the City of Thornton (City) to conduct a stormwater utility feasibility study. Using available aerial imagery, Hannah digitized a statistically significant sample of City parcels and conducted a spatial analysis to determine impervious area and parcel statistics for each class of development. This data was used to calculate unit costs of service and rates for each customer class. Hannah also conducted extensive research on stormwater policies along Colorado's Front Range, determining commonly-used rate structures, regulations and ordinances, as well as exploring policies related to credits and refunds.

City of Sheridan (WY)

The City of Sheridan (City) requested a comprehensive water and wastewater rate and plant investment fee analysis. Hannah conducted a comprehensive analysis of the billing data to project revenue as part of the financial planning



Specialties

- Geospatial analysis
- Rate modeling & forecasting
- Water utility financial management & planning
- Statistical analysis & data management
- Technical report writing

Professional History

- Raftelis: Consultant (2019-present); Associate Consultant (2017-2018)
- Colorado Parks & Wildlife: Policy & Planning Assistant (2017)
- National Geographic's Big Cats Initiative: Consulting Intern (2015-2017)
- American Rivers: River Restoration Intern (2016)

Education

- Master of Environmental Management, Ecosystem Science & Conservation - Duke University Nicholas School of the Environment (2017)
- Geospatial Analysis Certificate (2017)
- Bachelor of Arts in Organic Chemistry & Theater - Sarah Lawrence College (2009)

Professional Membership

- AWWA
- WEF
- American Planning Association (APA)

process. Hannah assisted with developing plant investment fees for water and sewer, as well as drafting the technical report.

City of Pocatello (ID)

Hannah developed a financial plan, performed a cost-of-service study, and designed rates for the sanitation utility of Pocatello. Concurrently, she performed impact fee studies for the City of Pocatello's water and wastewater utilities.

City of Evans (CO)

The City of Evans (City) is focused on long-term sustainability in both financial and strategic planning. Anticipating large capital expenditures in the next ten years, the City engaged Raftelis to develop a long-range financial plan that sustains the financial health of the storm drainage fund. Hannah worked with City staff to develop a financial plan and planning model to be used by utility staff in future planning. She also performed a cost-of-service study and designed several rate alternatives to ensure equity between customers and adequate rate revenues.

Town of Erie (CO)

Hannah is currently serving as lead consultant on the Town of Erie's (Town) water, wastewater, and drainage rate and connection fee study. The Town engaged Raftelis to conduct this comprehensive study to ensure that rates and connection fees are set according to industry best standards, provide adequate funding for anticipated capital, and remain comparable to utilities along the Front Range in order to encourage growth. Hannah is developing financial plans for each utility and providing support in calculating connection fees. She is also conducting a spatial analysis to determine parcel characteristics for each customer class to inform development of storm drainage rates and fees.

Crestview Water and Sanitation District (CO)

Hannah served as the lead consultant on a water and sewer rate study for the Crestview Water and Sanitation District (District). The District sought to update its comprehensive financial plans as well as analyze the performance of existing rate structures. Hannah prepared financial plans for each utility with a focus on funding capital projects while minimizing revenue increases. She also analyzed historical consumption data to recommend an update to water rates.

City of Golden (CO)

Hannah is currently serving as lead consultant on the City of Golden's (City) water, wastewater, and stormwater comprehensive financial analysis and rate study. The City wished to focus on the rate structures and updates to cost-of-service. To identify rate alternatives, the City convened a Utility Rate Citizens Committee (URCC) to review and provide recommendations on pricing objectives. Hannah prepared financial plans, cost-of-service analysis, and created rate alternatives based on URCC recommendations for each utility. Hannah obtained and analyzed impervious area data for residential and non-residential customers to ensure equitable revenue recovery between classes. This study is ongoing and will be completed in Spring 2020.

City of West Jordan (UT)

Hannah developed financial plans, performed cost-of-service studies, and designed rates for the wastewater and stormwater utilities of West Jordan. As the City of West Jordan required a quick turnaround on this project, Hannah efficiently conducted an accurate analysis and effectively conveyed the rate changes required for each utility.

City of Reno (NV)

The City of Reno (City) engaged Raftelis to study the feasibility of developing a stormwater management fee. Hannah developing data by creating a sample of representative parcels from the Citywide database, digitizing the impervious area for these parcels, and calculating the impervious area to determine the proper unit of charge.

Alex Norton, AICP

ENGAGEMENT/COMMUNICATIONS SUBJECT MATTER EXPERT

Principal (OPS Strategies)

PROFILE

Alex Norton is a strategic thinker with a track record of helping communities, organizations, and landowners identify issues, find solutions, and measure success.

PROJECT EXPERIENCE

Jackson/Teton County, WY Comprehensive Plan Review (2020, ongoing)

- Project: Review the Jackson/Teton County Comprehensive Plan under its “Growth Management Plan” adaptive management framework. Evaluate community trends against community goals and develop corrective actions.
- Role: Subconsultant lead author, responsible for trend and public comment analysis and drafting edits to the Comprehensive Plan.

South Lake Tahoe Region, CA/NV Housing Needs Assessment (2019)

- Project: Analysis of demographic and housing trends to identify the current housing needs in the South Lake Tahoe Region that covers two states and includes the special jurisdiction of the Tahoe Regional Planning Association. The analysis informs a regional housing action plan.
- Role: Subconsultant data analyst, responsible for research and analysis of Federal and State data on population, households, employment, and housing units as well as local survey data.

Cripple Creek/Victor, CO Housing Needs and Opportunities (2019)

- Project: Supply and demand analysis of housing in the small towns of Cripple Creek and Victor, CO, to inform the towns’ establishment of policies and strategies around providing housing opportunities for local employees.
- Role: Subconsultant data analyst, responsible for research and analysis of Federal and State data on population, households, employment, and housing units.

Jackson/Teton County, WY Buildout Projections (2009-2020)

- Project: Review existing development against the development allowed throughout the Town of Jackson and Teton County, WY, to determine the amount and spatial distribution of potential growth. Update and apply projections as necessary for use in zoning updates, traffic models, water and sewer capacity analysis, school enrollment planning,



Specialties

- Comprehensive Planning
- Regulation Writing
- Technical Writing/Presentation
- Public Participation Process Design
- Facilitation
- Organizational Structure
- Project Management
- GIS and Mapping/Land Use Policy
- Affordable Housing Policy
- Transportation Policy
- Conservation Incentives
- Natural Resource Protections
- Success Metrics Identification/Monitoring
- Trend Analysis and Projections

Credentials

- 2019-present: Principal, OPS Strategies
- 2013-present: American Institute of Certified Planners
- 2012-2018: Long Range Planner, Town of Jackson/Teton County Wyoming
- 2016: Essential Facilitation, Interaction Associates
- 2012: Techniques of Public Participation, International Association of Public Participation
- 2008-2012: Senior Planner, Teton County Wyoming
- 2006-2008: Associate Planner, Teton County Wyoming
- 2006: B.S. Urban and Regional Studies, Cornell University

Community

- 2007-present: Teton County Search and Rescue, volunteer and Planning Advisor
- 2016-2019: Teton Tiny Tots Daycare, Owner
- 2010-2018: Teton County Search and Rescue Foundation, board member then liaison
- 2007-present: Jackson Youth Hockey, coach

affordable housing and exaction requirements, growth management policy, and natural resource protection.

- Role: Project Lead, responsible for developing and documenting methodology, application of zoning allowances in GIS, analysis of Assessor data and development trends, application of various growth trends and scarcity projections, reporting of information in the form of maps, charts, reports, and GIS files.

Engage 2017 (2017-2018)

- Project: Coordinate the public outreach for 5 different projects to increase community engagement in each. Use a variety of tools and media to increase public understanding and participation in updates to parking, zoning, housing, and natural resource regulations and incentives.
- Award: 2019 American Planning Association Silver Award for Best Practice
- Project Website: www.jacksontetonplan.com/149/Engage-2017
- Role: Project Manager responsible for designing the public outreach and coordination process, supporting the individual project managers, and maintaining overall project quality and scope.

Jackson/Teton County, WY Affordable Housing Requirements (2018)

- Project: Update the requirements in the Jackson/Teton County Land Development Regulations regarding the amount of affordable workforce housing required when new development occurs. Design a process that allows the community to understand the technical and policy implications of alternative approaches so that the adoption of the updated requirements has community buy-in.
- Project Website: www.jacksontetonplan.com/161/Housing-Requirements
- Role: Project Manager, responsible for designing the public outreach process, facilitating adoption, and maintaining overall project quality and scope.
- Role: Lead Author responsible for incorporating public, technical, and legal advice into the adopted regulations.

Jackson/Teton County, WY Housing Action Plan (2015)

- Project: Create an implementation plan for meeting the Jackson/Teton County community's housing goals that included a restructuring of the local Housing Authority. Utilize the data in the 8 housing studies completed between 2007 and 2015, but overcome the analysis paralysis to identify an actionable path forward.
- Project Website: www.jacksontetonplan.com/202/Housing-Action-Plan
- Role: Project Manager responsible for managing data analysis, public outreach, copy editing and formatting consultants, policy analysis, and maintaining overall project quality and scope.
- Role: Lead Author responsible for incorporating public, technical, and legal advice into the adopted Plan.

Gabe Preston

AFFORDABLE HOUSING SUBJECT MATTER EXPERT

Owner (RPI Consulting)



PROFILE

With 20 years of experience as an economic analyst and community planner, Gabe has achieved a balance between the information/technical elements of planning and the community outreach side of the job. Gabe has been project lead for more than two hundred technical planning projects including economic analyses, housing needs assessments, fiscal analyses/impact fees, market studies, economic development, pro-forma analyses, and survey research. His analytical projects have included communities throughout the mountain west ranging from resort/amenity-based economies such as Aspen; Steamboat Springs; San Miguel County (Telluride) and Grand County, UT (Moab) to natural resource-based economies such as Douglas, WY; Natrona County, WY; and Rio Blanco County, CO. As the lead consultant on fifteen comprehensive plans for rural counties and small towns, Gabe is an accomplished long-range planner with an inclusive facilitation style that encourages authentic public involvement and builds support for each plan. Mr. Preston's educational background in mathematics (Bachelors, St. John's College) and geography (Masters, University of Colorado) lend to a balance between creative thinking and rigorous analysis.

Professional History

- RPI Consulting: Owner and Project Manager (2001-Present)
- Pitkin County Community Development: Development Review and Long-Range Planner (1997-2001)

Education

- Masters of Arts in Geography - University of Colorado, Boulder (1997)
- Bachelor of Arts in Math and Philosophy - St. Johns College, Santa Fe (1993)

RELEVANT PROFESSIONAL EXPERIENCE

RPI Consulting, Durango, CO (2001-Present) - Owner and Project Manager

- Project Manager responsible for establishing methodology and managing public process for local government economic and planning projects including impact fees, fiscal impact assessments, housing market and affordability analysis, capital facilities planning, impact fees, surveys, market analyses, socio-economic impact studies and economic development planning.
- Conducts geographic and economic modeling using ARC GIS and CommunityViz Geographic Information software to produce growth projections, traffic analysis, peak population dynamics, and other planning related spatial analysis and cartography.
- Facilitates public planning processes and public meetings.

SELECTED PROJECT EXPERIENCE

- Town of Telluride, CO – Support Study for Fee-in-Lieu of Affordable Housing Inclusionary Zoning Requirements
- San Miguel County, CO – Employee Housing Impact Fee Support Study
- La Plata County, CO – Purgatory Ski Resort Employee Housing Fee-in-Lieu Study
- Tlingit Haida Housing Authority, AK – Housing Needs Assessment for Ketchikan area
- Pitkin County, CO — Impact Analysis of High-End Residential Construction on County Landfill and Roads
- Pitkin County, CO — County Airport Master Plan Overnight Visitor and Peak Population Trends and Forecasts
- Teton County, ID – Economic Development Plan
- Teton County, ID – Fiscal Impact Analysis of Residential Development and Automated Fiscal Impact Analysis Model
- Steamboat Springs, CO – Trail Use and Economic Impact Study
- Madison County, MT –Fiscal Impacts of Rural Development Patterns (funded by Futures West)
- City of McCall, ID –Downtown Master Plan, Awarded Best Plan of 2014 by Idaho APA
- City of Douglas, WY – Downtown Master Plan and Land Use Code Re-Write
- Natrona County, WY – Fiscal Impacts of Rural Development Patterns (funded by Sonoran Institute)

E. Tyson Smith, Esq., AICP

LEGAL SUBJECT MATTER EXPERT

Partner (White & Smith)



PROFILE

Tyson has over 27 years of experience as a city and county planner, planning consultant, and attorney, focused entirely on governmental relations and community planning.

Before beginning his consulting career, Tyson was a planner with the Monroe County Division of Growth Management in the Florida Keys. He later served as the Assistant City Planner for the City of Key West, Florida.

Tyson's experience in these roles – both as a certified planner and attorney – has included affordable housing policy analysis, zoning and land use compatibility, subdivision regulations, nonconforming uses and amortization strategies, military coordination, impact fees, general zoning and plan implementation matters, and legal defense.

Tyson also is a certified mediator and expert at public facilitation and mutual problem solving.

SELECTED EXPERIENCE

- Aspen (CO) - Housing Mitigation Program Update
- Islamorada (FL) - Affordable Housing Assessment and Recommendations
- Park City (UT) - Housing Mitigation Requirements
- Monroe County (FL) - Inclusionary Housing Legal Analyses
- Queen Anne's County (MD) - Moderately-Priced Dwelling Unit Ordinance
- City of Key West (FL) - Workforce Housing Task Force
- Charleston County (SC) - Affordable Housing Incentives & Recommendations

Professional History

- Partner, White & Smith | Planning and Law Group (2005-Present)
- Associate, Freilich, Leitner & Carlisle (2000-2005)
- Assistant City Planner, City of Key West (1995-1997)
- Planning Technician, Monroe County, Florida (1992-1993)

Education

- Juris Doctor, University of Florida (2000)
- Master of Arts in Urban and Regional Planning - University of Florida (1995)
- Bachelor of Arts in Economics - University of North Carolina at Chapel Hill (1991)

Professional Affiliations

- Florida Bar
- South Carolina Bar
- American Institute of Certified Planners
- American Planning Association
- Certified Family and Civil Court Mediator (South Carolina)

S. Mark White, Esq., AICP

LEGAL SUBJECT MATTER EXPERT

Partner (White & Smith)



PROFILE

Mark is a planner and attorney recognized as an expert in affordable housing policy, zoning and subdivision law, form-based zoning and New Urbanism, land use and takings litigation, housing, development of comprehensive growth management plans, and implementation systems. He has over 29 years of experience representing clients at every level from city, state, and local governments, as well as major private developers, including multi-family housing projects.

SELECTED EXPERIENCE

- Aspen (CO) - Housing Mitigation Program Update
- Park City (UT) - Housing Mitigation Requirements
- Missouri Commission on Regulatory Barriers to Affordable Housing
- Summit County (UT) - Housing Element
- Chapel Hill (NC) - Inclusionary Housing Task Force
- Boulder (CO) - Development Excise Tax
- Carbondale (CO) - Healthy Mountain Communities
- Collier County (FL) - Impact Fee Deferral Program
- Nashville (TN) - Cumberland Region Tomorrow Plan
- Davidson (NC) - Adequate Public Facilities Ordinance
- Charlotte-Mecklenburg (NC) - Smart Growth Audit

Education

- Juris Doctor - University of North Carolina at Chapel Hill
- Master of Urban & Regional Planning - University of North Carolina at Chapel Hill
- Bachelor of Arts in History/Political Science -- Bethany College (magna cum laude)

Professional Affiliations

- Missouri Bar
- North Carolina Bar (inactive)
- American Institute of
- Certified Planners
- American Planning Association
- International Municipal Lawyer's Association

Firm/Team Experience

RAFTELIS

When Raftelis was founded in 1993, our primary focus was providing financial and rate assistance to the water industry. Over the years, we have listened to our clients and as their needs have changed, so have we. Finance will always be at our core, but we're so much more. Today, we work with utilities and public-sector organizations to help maintain sustainability, ensure affordable services, plan for the future, utilize data wisely, manage change, and engage with the public they serve. We have nearly 120 consultants, with offices across the nation, focused on helping our clients solve their financial, organizational, and technology challenges. The Raftelis professionals that will be working for the Town/County are part of the Denver team and routinely collaborate in assisting our clients.

Utilities and public-sector organizations provide life-sustaining services to maintain a high quality of life for their citizens and to help their communities thrive. We provide trusted expertise, coupled with a focus on innovation, to help our clients function as high-performing, sustainable entities. We primarily focus on water and wastewater rate studies, cost-of-service analysis, financial planning, affordability assessments, strategic planning, performance measurement, stakeholder engagement, and data analytics. Raftelis helps organizations implement positive changes related to:

- Affordability analysis & program development
- Capital improvement planning/prioritization
- Debt issuance support
- Economic and financial evaluations
- Financial planning
- Rate, charge, and fee studies
- Stormwater utility development and support
- Organizational, governance, and operations optimization
- Performance measurement and benchmarking
- Program planning and support
- Communications and public outreach
- Strategic planning
- Billing, permitting, and customer information audits
- Business process development
- Data management, analytics, and visualization
- Software solutions

OPS STRATEGIES

Organize. Plan. Study. OPS Strategies, a single person LLC, is a planning consultancy dedicated to assisting communities, organizations, and landowners with strategic organization, planning, and study. OPS Strategies has worked with counties, towns, school districts, non-profits, and landowners to identify strategic solutions that fit community values, trends, and needs. Principal, Alex Norton, brings award-winning experience in comprehensive planning and public engagement as well as years of experience in affordable housing, growth management, conservation development, small area planning, land development regulation writing, trend analysis, organizational planning, and GIS. Alex has a proven track record of achieving results and building relationships, across even the most controversial of topics, through strategic planning that acknowledges trends, identifies shared goals, and analyzes alternative approaches to achieving the goals. The bulk of the experience OPS Strategies brings to the project is regional, from work on the Teton View Regional Plan to extensive work in Teton County and the Town of Jackson.

RPI CONSULTING

RPI Consulting (RPI) is a strategic planning firm with a 20-year track record of providing solutions to small towns, rural counties, and resort communities in western states. RPI analyzes information and crafts planning tools needed to implement community goals. Since starting business in 2001, economic principles have been at the core of RPI's planning practice. They have provided concise and useful economic analyses, impact fee studies, fee-in-lieu studies, market analyses, feasibility studies, fiscal/budgetary analyses, capital improvement plans, and demographic information for public agency and private-sector projects.

RPI has had the privilege of preparing plans and studies in widely diverse rural counties and small-town environments, ranging from amenity-driven mountain communities like Pitkin County, CO; Teton County, ID; and Moab, UT to natural resource economies such as Douglas, WY and Rangely, CO. For every client, RPI customizes the approach with solid technical skills and a determination to understand then resolve issues. They have worked extensively at both municipal and county levels and are very experienced coordinating between governmental levels.

In San Miguel County, CO, RPI created the employee housing impact fee study, first established in 2002 and updated in 2006. Their contact was Mike Rozycki, the previous County Planning Director, who is now retired. The housing impact fee was based on the number of employees generated by type of development, the housing subsidy needed per employee and a credit for future payments towards employee housing through the Town of Mountain Village and Town of Telluride sales taxes. In 2005, RPI also completed an affordable housing mitigation-in-lieu fee for the Town of Telluride, CO.

WHITE & SMITH

The planners and attorneys at White & Smith Planning and Law Group work on legal, technical, and policy matters related to housing and land use planning nationwide, including production and protection of affordable and workforce housing. Among their projects are those that remove barriers and increase zoning incentives, assess a “fee-in-lieu” of housing, apply “inclusionary” requirements for new development, and reduce/waive fees and encourage affordable housing developments.

Aspen, CO: Housing Mitigation and Fee-In-Lieu Program

Tyson Smith and Mark White have worked long-term with the City of Aspen on a range of housing issues. In 2000, Tyson developed a legal analysis regarding fractional fee ownership and the impacts of this form of housing on Aspen's regulatory scheme. Since that time, Mark has assisted on a host of legal issues related to its Housing Mitigation Strategy and Fee-in-Lieu program, including recent revisions related to the nexus between existing, unmitigated, floor area and the unmet demand for workforce housing when renovations and replacements are proposed.

Park City, UT: Mandatory Housing Requirements

In 2017, Tyson Smith worked with Park City to evaluate alternative avenues for addressing affordable housing shortages, revising the City's mandatory housing requirements, and identifying key legal issues for the City Attorney.

Boulder, CO: Development Excise Tax

Mark White designed a housing excise tax that replaced the City of Boulder's inclusionary zoning program. This involved an analysis of the legal implications of the City's inclusionary housing program, equity issues regarding the distribution of housing mitigation between residential and commercial developers, and an innovative program for affordable housing. Upon adoption, as part of the City's Housing Assistance Program (HAP), the housing excise tax raised approximately \$1.5 million per year to provide a flexible revenue source for housing.

Carbondale, CO: Healthy Mountain Communities

The jurisdictions participating in the Healthy Mountain Communities program (Carbondale, Basalt, Glenwood Springs, Garfield, and Eagle County) explored programs designed to provide affordable housing to meet the demands of growth. A task force, representing each jurisdiction, community groups, development interests, State Division of Housing and Department of Local Affairs, considered a variety of housing programs. Mark White assisted with a legal analysis of housing mitigation requirements and model housing mitigation, inclusionary zoning, density bonus, and commercial-industrial-lodging linkage, and mixed-use ordinances.

Legal Experience

Tyson Smith and Mark White are nationally recognized as a planning/legal experts in impact fees and nexus studies. They have worked in over 50 communities on impact fees, exactions, inclusionary housing, fees-in-lieu, and similar nexus studies. White and Smith's broad perspective includes both legal and technical expertise. They collaborate with local stakeholders to reach consensus on defensible and effective housing mitigation studies and programs. Tyson is the former Chairman of the "Growth and Infrastructure Consortium" and has spoken and published widely in the areas of impact fees, exactions, and regulatory takings. Currently, Tyson is working with the City Attorney in Aspen, CO to evaluate and make recommendations for increasing the effectiveness and defensibility of Aspen's housing mitigation and fees-in-lieu program.

White & Smith has published the following materials related to affordable housing.

- *Affordable Housing: Proactive and Reactive Planning Strategies* (American Planning Association, Planning Advisory Service Report no. 441, December 1992)
- "Affordable Housing: Decent Shelter Is a Fundamental Right" (with Jim Hecimovich) in *Planning and Community Equity* (APA's Planners Press October 1994)
- "Development Fees and Exemptions for Affordable Housing: Tailoring Regulations to Achieve Multiple Public Objectives," 6 *Florida State University Journal of Land Use & Environmental Law* 25 (Winter 1990), reprinted in 1992 *Zoning and Planning Law Handbook* 301-338
- "Development Fee Exemptions for Affordable Housing," *Urban Land* (August 1991), at 34
- "Using Fees and Taxes to Promote Affordable Housing," 43 *Land Use Law & Zoning Digest*, No. 9 at 3 (September 1991)
- "The National Affordable Housing Act and Comprehensive Planning: An Overview and Analysis," 1992 *Inst. on Planning, Zoning, and Eminent Domain*, at 4-1 et seq.
- "State and Federal Planning Legislation and Manufactured Housing: New Opportunities for Affordable, Single-Family Shelter, 28 *Urb. Law*. 263 (1996)(this was cited by the Iowa Supreme Court in *Bahl v. City of Asbury*, 56 N.W.2d 336 (Iowa 2002))

References

Below are references for projects like the employee generation by land use study requested by the Town of Jackson and Teton County. Raftelis' projects listed below are described in our team members' resumes. We urge you to contact our team's references to better understand our capabilities and the quality of service that we provide.

RAFTELIS REFERENCES

City of Prescott (AZ)

Mark Woodfill, Budget and Finance Manager
201 S. Cortez, Prescott, AZ 86303
P: 928.777.1222
E: mark.woodfill@prescott-az.gov

Town of Berthoud (CO)

Chris Kirk, Administrator
807 Mountain Avenue, Berthoud, CO 80513
P: 970.532.2643
E: ckirk@berthoud.org

City of Meridian (ID)

Todd Lavoie, Chief Financial Officer
33 E. Broadway Avenue, Meridian, ID 83642
P: 208.489.0420
E: tlavoie@meridiancity.org

OPS REFERENCES

Town of Jackson (WY)

Tyler Sinclair, Community Development Director
150 E Pearl Avenue, Jackson, WY 83001
P: tsinclair@jacksonwy.gov
E: 307.733.0440

WSW Consulting

Wendy Sullivan, Principal
1124 Navahoe Drive, South Lake Tahoe, CA 96150
P: 303-579-6702
E: wendy@wsiconsult.com

RPI REFERENCES

Town of Telluride (CO)

Lance McDonald, Program Director
236 W. Colorado Avenue, Telluride, CO 81435
P: 970.728.2167
E: lmcdonald@telluride-co.gov

Pitkin County (CO)

Cindy Houben, Community Development Director
530 East Main Street, Aspen, CO 81611
P: 970.920.5097
E: cindy.houben@pitkincounty.com

WHITE & SMITH REFERENCES

City of Aspen (CO)

Ben Anderson, AICP, Principal Long-Range Planner,
Community Development Department
130 S. Galena Street, Aspen, CO 81611
P: 970.429.2765
E: ben.anderson@cityofaspen.com

Monroe County (FL)

Bob Shillinger, Esq., Attorney
1111 12th Street, Suite 408, Key West, FL 33040
P: 305.292.3470
E: shillinger-bob@monroecounty-fl.gov

Work Plan

TECHNICAL APPROACH AND METHODOLOGY

Project Understanding

The Town of Jackson/Teton County continues to experience development activity that requires additional affordable housing. Raftelis will work with the Town/County to update development projections, identify affordable housing needed due to growth, and update the 2013 Employee Generation by Land Use Study. Our consultant team's community engagement specialists will be key contributors helping Town/County staff, stakeholders, and elected officials reach a consensus on housing solutions for the community.

Proposed Scope of Work

Task 1: Kick-off Meeting and Project Management

This task will involve working with Town/County staff to establish objectives and project schedule with milestones, data needs, constraints, and opportunities. Responsibilities for data collection, project deliverables, and ongoing communication will be agreed upon as part of this task. Project management includes monthly web meetings with staff to discuss progress and invoices.

Raftelis would like for the Town/County to formalize a "Management Team" to work with us during the nexus study, representing upper management, legal, financial, and planning functions. Also, we need one day-to-day coordinator to be our point of contact for routine coordination and communications. Raftelis would like to schedule regular calls with the day-to-day coordinator to go over specific work items and responsibilities.

Raftelis is excited that the Town/County have already established a Stakeholder Committee to provide input and local review throughout the next study process. The Stakeholder Committee will meet periodically to provide input regarding the nexus study and make recommendations on administrative procedures to implement affordable housing solutions.

Raftelis will go over all the deliverables with the Management Team, then with the Stakeholder Committee, allowing adequate time for participants to review materials prior to meetings. After the internal review, we will schedule time to make modifications to draft materials prior to releasing supporting documentation for public meetings.

Milestone/Deliverable

- Kick-off meeting presentation and initial interviews
- Follow-up memo on project management and data needs

Task 2: Communications and Engagement Plan

A thoughtfully developed Communications and Engagement Plan will enhance community acceptance and understanding of potential affordable housing solutions by seeking input at appropriate junctures in the nexus study process. As shown in our proposed project schedule, our preliminary recommendation is to develop the communications/engagement plan in the first month and hold the first stakeholder meeting at end of the second month. Our consultant team will hold seven on-site meetings during the study, which is expected to last eight months.

Milestone/Deliverable

- Meetings: Seven on-site meetings and nine web meetings with staff to review draft work products as included in various tasks.
- Deliverables: Communications and Engagement Plan

Task 3: Identify, Collect, and Analyze Data

This task includes an evaluation of current demographics as well as a projection of residential and non-residential development within the Town/County. The consultant team will review population projections and other service area demographic sources (e.g., Comprehensive Plan, Woods & Poole Economics and State of Wyoming, and U.S. Census Bureau's American Community Survey and OnTheMap web application for place of work employment and commuting patterns). An example of the latter is the Work Area Profile map indicating the concentration of jobs within the Town/County. We will collaborate with staff to clarify the research questions listed in the RFQ and propose the best means to collect and analyze data specific to the Town/County.

Milestone/Deliverable

- Spatial analysis using Policy Map and Community Analyst
- Demographic analysis using local, state, and federal sources
- Unique approaches to be identified

Task 4: Presentation on Demographics, Projections, and Unique Approaches

Raftelis recommends an initial community engagement meeting to present demographic information on the Town/County and development projections. Current best practices will be evaluated, and the pros vs. cons of unique approaches will be presented

Milestone/Deliverable

- One web meeting to discuss best practice recommendations, demographic analysis, and development projections with staff and then an on-site meeting to present the revised materials to stakeholders.
- Deliverables: Demographics analysis, development projections, and initial discussion of unique approaches

Task 5: Collaboration with Staff on Methods and Preliminary Results

The consultant team will prepare a presentation with draft tables for review/input by staff. We will work with staff to evaluate a range of alternatives and potential solutions for the Town/County's affordable housing problem.

Milestone/Deliverable

- Presentation slides and web meetings with staff to review/discuss tables and graphics

Task 6: Presentations to Stakeholders on Methods and Preliminary Results

Raftelis will conduct a second stakeholder engagement meeting to go over methods and preliminary results.

Milestone/Deliverable

- Presentation slides and web meeting with staff to go over updated employee generation by land use for up to two separate presentations. Raftelis will revise slides and then present materials during two separate on-site meetings with stakeholders.

Task 7: Draft Report

Raftelis will produce a draft employee generation by land use study for staff review. The draft reports will include: 1) an executive summary; 2) projected growth in jobs and residential and non-residential development; 3) description of methodologies, supporting data, and cost factors; and 4) a menu of implementation policy options with legal limits for individual and cumulative implementation of the options.

Milestone/Deliverable

- Excel models with all calculations
- Draft report as a PDF file for review and comment

Task 8: Elected Officials Work Session on Draft Report

Raftelis will present the draft report at a work session with elected officials.

Milestone/Deliverable

- Presentation on draft study findings and recommendations

Task 9: Final Report

After making changes based upon questions from elected officials, Raftelis will review the final report with staff then discuss draft slides that will be presented to elected officials.

Milestone/Deliverable

- A final report will be prepared in electronic format and distributed for public review.

Task 10: Elected Officials Hearing/Adoption

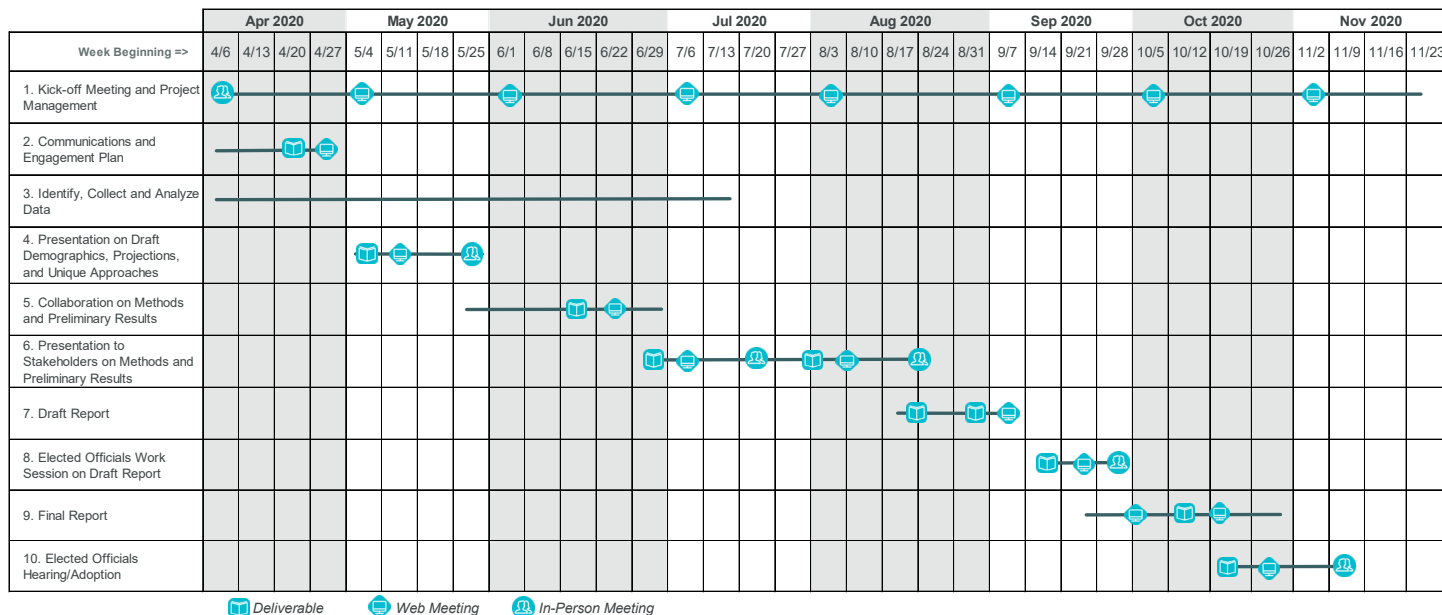
Raftelis will attend a public meeting with elected officials to present the nexus study findings and recommendations.

Milestone/Deliverable

- A slide presentation will be provided to summarize the results and recommendations, which will also be distributed for public review.

SCHEDULE

Raftelis will complete the scope of services within the timeframe shown in the schedule below, which is consistent with the RFQ. Kick-off will be in April 2020, and project completion will be November 2020. We will adjust the draft schedule with staff during contract negotiation.



UNIQUE APPROACH/TECHNOLOGY

We have included unique approaches in the Responses to the Key Issues section of this proposal.

TOWN/COUNTY STAFF SUPPORT

The consultant team only expects staff to contribute their knowledge of the Town/County in a spirit of collaboration for the common good of the community. We do not expect data collection or analysis by staff. If necessary, we may need staff to provide electronic files, such as the assessor's parcel database and building permit records.

Responses to the Key Issues

RESEARCH QUESTIONS

The consultant team will collaborate with staff to revise and clarify research questions to be answered during the study. The following questions from the RFQ will be addressed by in the updated nexus study. It is premature for the consultant team to give definitive answers in our proposal, but we offer some brief initial thoughts on each question.

1. *How many employees are generated by the construction of new commercial and residential development? This should be broken out by type of new development and redevelopment and job sector.*

In a fiscal shortfall evaluation that Raftelis is currently conducting in Buckeye AZ, we discovered that construction sales tax revenue and construction jobs are stable from year to year, if the amount of development per is relatively constant. In other words, construction workers move from one job site to the next so the need for construction workers is not cumulative. In Colorado, RPI was able to get business level QCEW data that allowed for the spatial location of jobs. In Pitkin County, Raftelis and RPI also used traffic data in combination with employment data to determine the number residential service employees maintaining and operating residential units by unit type and unit size.

2. *What are the types of jobs that exist today and what are the wages being earned?*

The work area profile, shown below in the Methodology and Technology section, is one data source that we can use. Data is also available for the Town of Jackson. At the county level, we also like to use past and projected employment, earnings and household income data from Woods & Poole Economics.

3. *What is the percentage of the workforce living locally (within Teton County)?*

Teton County commuting patterns (inflow, outflow, and resident workers) are shown below in the section on Methodology and Technology. This information is also available for the Town of Jackson. Another source is the Wyoming Department of Workforce Services quarterly Inter-County Commuting Reports also provide county scale data covering the number of locally employed residents, the number commuters to and from each county within the state and the number of commuters to and from outside the state. Multiple jobs holding data will allow consultants to convert from workers to the number of jobs held. County-level proprietor employment is available from BEA. The key is to find answers that fit all data sources and local experience.

4. *What is the gap between income and housing costs?*

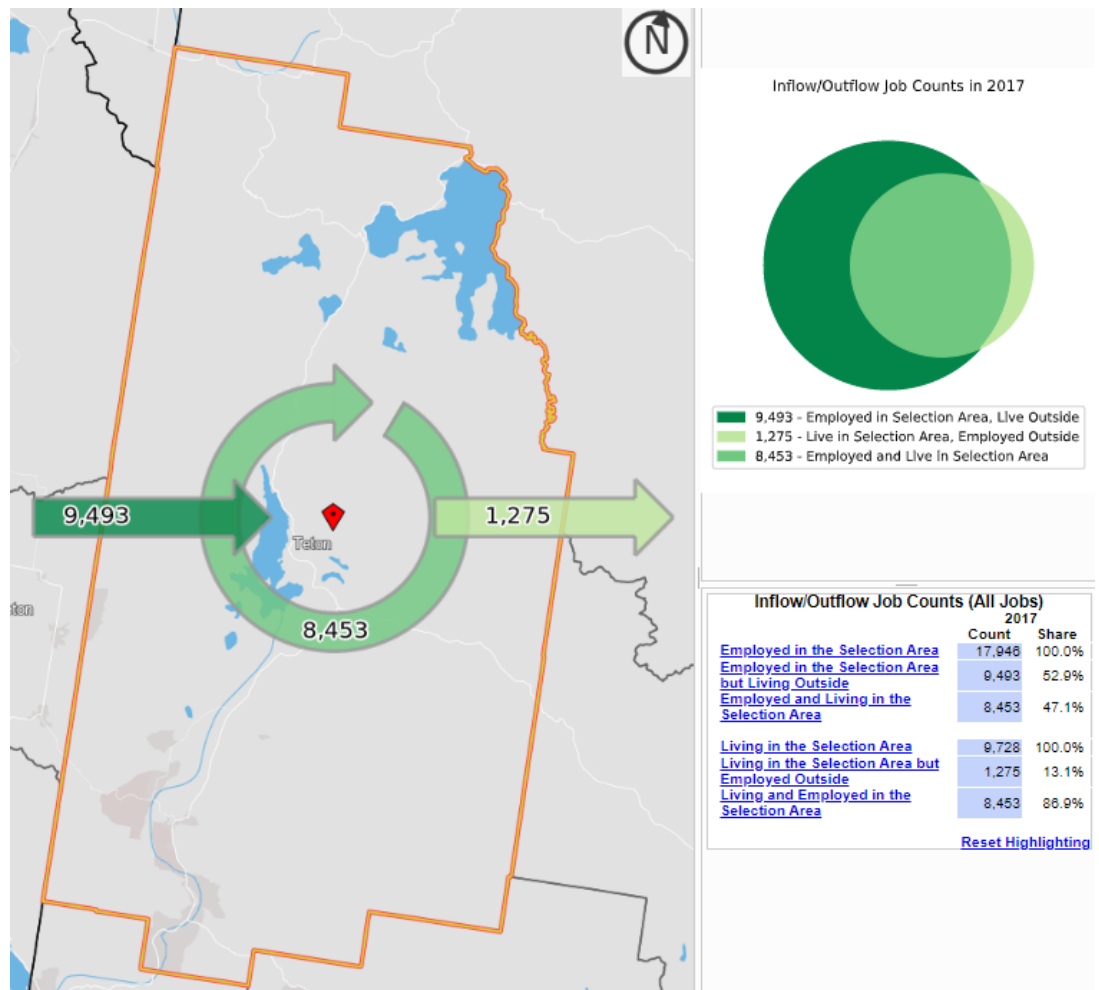
From a mitigation standpoint, we can focus on the gap between what worker households can afford to pay and what it costs to build suitable and affordable housing unit (sale or rent). The gap between market housing prices and local earning power is so wide, it is less relevant than the difference between cost to build and ability to pay. Another perspective is available using affordability metrics readily available using Policy Map (see <https://www.policymap.com/>). For example, they have GIS data on home values, rents, cost burdens, location affordability (combines housing and transportation costs), and loan-to-income leverage ratios.

5. *How many jobs are being created by non-brick-and-mortar businesses, what are the wages being earned by these employees, and where are the jobs located? Can these businesses be required to mitigate for their impacts through housing requirements? If not, what are other ways they can be required to mitigate for their impacts?*

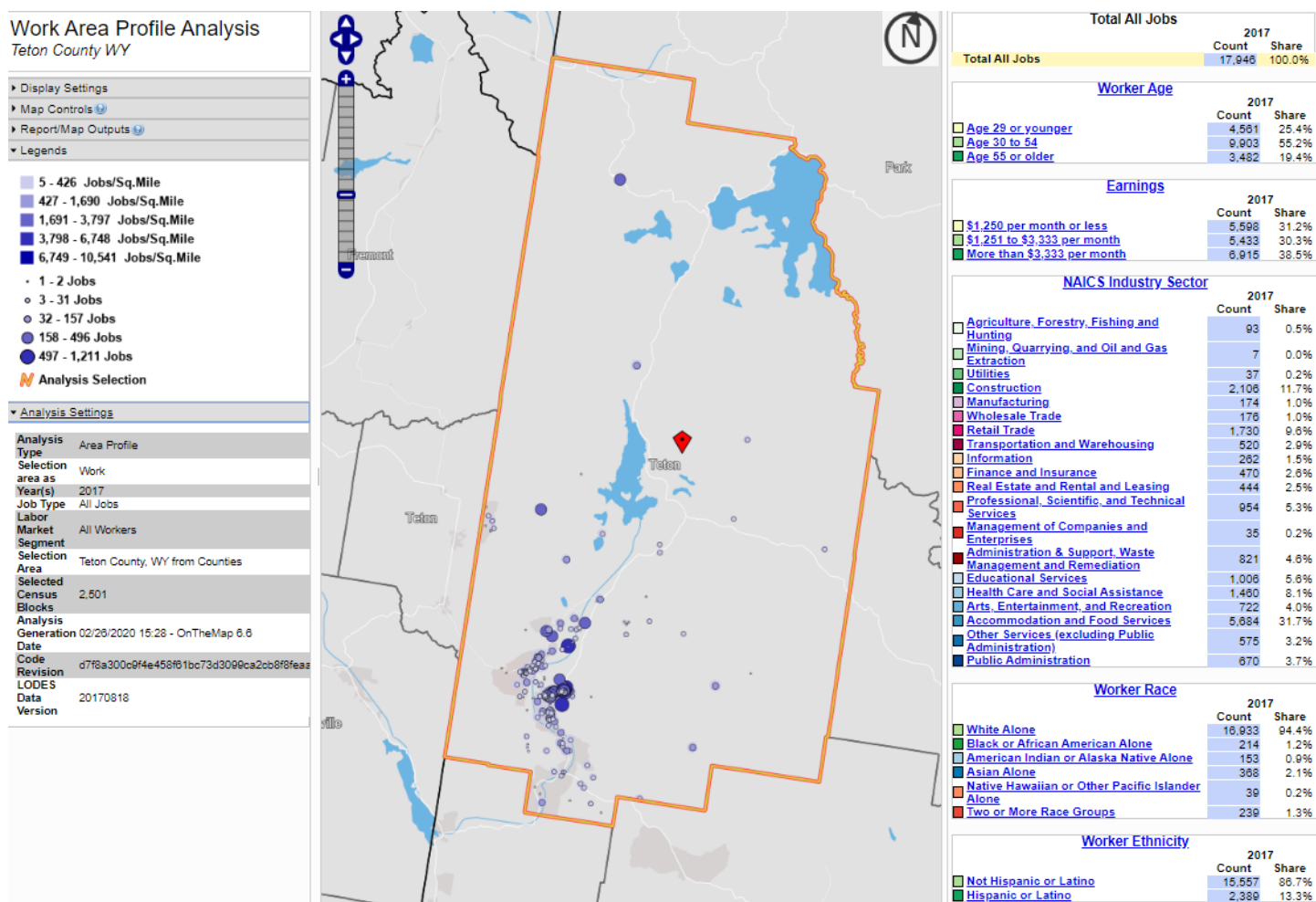
If a business is located/based in the county and has one or more employees, QCEW and other state employment data will include it. County-level proprietor employment is available from BEA. Wyoming Secretary of State tracks business entities in the state by name and address, providing an additional source for identifying less visible businesses. Federal and State data can also be referenced against business license data. Jobs without brick-and-mortar floor area can be attributed to the residential or lodging space they are serving, or through other types of licensing fees and taxes.

METHODOLOGY AND TECHNOLOGY

Raftelis has a diverse professional staff, including information technology experts that can assist with unique approaches to document employee generation by type of land use. For example, it might be possible to use cell phone data or license plate readers to collect and analyze journey-to-work data. We can also use information on commuting patterns and jobs by place of work that is available from the U.S. Census Bureau's web application known as OnTheMap. According to this source, approximately 53% of Teton County workers are inflow commuters that live outside the County, although OnTheMap methodology often overestimates commuters in seasonal economies. A similar methodology from the Wyoming Department of Workforce Services estimates that only 40% of wage jobs are held by commuters. Raftelis has the expertise and staff to create a clear picture out of the palette of data available.



The Census Bureau also published data on jobs by place of work, by two-digit NAICS industry code, and maps jobs locations as shown in the Work Area Profile below.



COMMUNICATIONS

The second task in our work scope is the development of a communications and engagement plan. Our approach is summarized below.

Tell Your Story to Build Understanding

Today, we can engineer and finance solutions for the ongoing needs of our community, yet success often relies on public trust and support for our efforts. People know that infrastructure investment is important—but they often don't understand how impactful and costly it is and what that will mean to them personally. Strategic communication and stakeholder engagement are the tools we use to build an informed, supportive community, making your efforts to accomplish your objectives more effective and efficient.

Use Best Practices and Innovative Tools

There are endless choices when it comes to developing a strategic communication plan for your organization or project. How do you know which social media strategy or public participation technique is the best and will get the results you want? Raftelis designs the right communication solution for your unique needs, ensuring that the strategy and tactics match your organization's goals and your ability to implement the plan. Traditional public outreach approaches can easily be combined with innovative online stakeholder engagement efforts to tailor a solution that is cost-effective and manageable for staff.

Enhanced by Design

In the age of endless distractions and information overload, people want information in a visual format that is quickly and easily understood. While detailed, 100-page reports may provide great detail into a topic, this is typically not the most effective way to communicate with your stakeholders. Raftelis' team of in-house graphic designers and communications experts utilize the art of design and visualization to develop concise, visually pleasing, and easily digestible materials and content to effectively communicate your message.

Communicating from Experience

Raftelis has the proven ability to successfully communicate and build consensus on large, complex, and often controversial projects, and we've walked in your shoes, working directly with customers, stakeholders, elected officials, the media, and environmental organizations to engage and collaborate with them. Whether your goal is to build support for a water rate structure change or analyze public perceptions to effectively neutralize opposition to an infrastructure project or new program, we've been there and done it successfully.

FACILITATION

Team member Tyson Smith is a certified and experience mediator and has been facilitating public discourse and decision-making surrounding housing fees, exactions, and impact fees for 20 years. Tyson's approach to conflict resolution in the land use context draws upon his experience as a planner, mediator, and attorney. The consultant team does not bring to this project any "ownership" of the outcome. The people of the Town/County own the outcome. As facilitators, we will help the community explore all lawful and effective options before elected officials decide which direction to go. There will be dissent among parties, but small group sessions will facilitate discussion and understanding so that further conversations are about the best route forward, not the legitimacy of any of the options. We also help the community avoid options that do not have support from multiple angles. We seek a "durable" solution to land use challenges that will reasonably address affordable housing challenges.

In Aspen, Tyson worked with local developers, staff, and elected officials in focus groups, one-on-one sessions, and workshops. He began the process by giving stakeholders the chance to provide input and discuss their points of view. Participants confronted unreasonable or uninformed assumptions to narrow the range of potential alternatives and broaden support for acceptable solutions.

UNIQUE APPROACHES

The Town/County has worked on housing affordability issues for many years. The consultant team will interview staff and stakeholders to discover what refinements are needed. Our consultant team's broad range of national experience might offer a fresh perspective on unique approaches to consider, such as additional supply-side solutions, tax policies that provide incentives for infill and redevelopment, and a comprehensive revenue strategy to support affordable housing solutions.

Budget

The following table provides a breakdown of our proposed fee for this project for a not-to-exceed fee of \$173,000. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include costs associated with travel and a \$10 per hour technology charge (applied to just Raftelis staff) covering computers, networks, telephones, postage, etc.

Employee Generation by Land Use Study for Jackson/Teton County, WY													
Tasks	Web Meetings	On-Site Meetings	AR	DG	HPD	Hours	OPS	RPI	W&S	Total Hours	Total Labor	Total Expenses	Total Labor & Expenses
	Graphic Designer												
1. Kick-off Meeting and Project Management	7	1	12	12	4	-	24	8	8	68	\$13,060	\$5,684	\$18,744
2. Communications and Engagement Plan	1	0	4	8	-	-	40	2	2	56	\$8,830	\$180	\$9,010
3. Identify, Collect and Analyze Data	0	0	2	24	16	-	60	40	2	144	\$23,360	\$480	\$23,840
4. Presentation on Draft Demographics, Projections, and Unique Approaches	1	1	4	12	12	2	32	24	8	94	\$15,990	\$1,696	\$17,686
5. Collaboration on Methods and Preliminary Results	1	0	4	8	4	-	28	28	8	80	\$13,380	\$220	\$13,600
6. Presentation to Stakeholders on Methods and Preliminary Results	2	2	12	16	4	4	40	28	10	114	\$20,010	\$3,152	\$23,162
7. Draft Report	1	0	8	12	12	2	24	24	16	98	\$17,970	\$340	\$18,310
8. Elected Officials Work Session on Draft Report	1	1	8	16	8	4	8	4	10	58	\$12,050	\$3,092	\$15,142
9. Final Report	2	0	4	12	8	4	12	8	20	68	\$13,420	\$280	\$13,700
10. Elected Officials Hearing/Adoption	1	1	12	16	4	4	16	4	24	80	\$16,700	\$3,092	\$19,792
Total Meetings/Hours	17	6	70	136	72	20	284	170	108	860			
2020 Hourly Billing Rate			\$275	\$245	\$185	\$125	\$125	\$150	\$235				
TOTAL			\$19,250	\$33,320	\$13,320	\$2,500	\$35,500	\$25,500	\$25,380		\$154,770	\$18,216	\$172,986
AR - Andrew Rheem (Principal-in-Charge) HPD - Hannah Palmer-Dwore (Consultant) OPS - Alex Norton W&S - White & Smith		DG - Dwayne Guthrie (Project Manager) Graphic Designer (Raftelis) RPI - Gabe Preston										Avg Labor Rate	\$180



Employee Generation by Land Use Study RFQ

Teton County & the Town of Jackson, Wyoming

Response prepared by:

CLARION

RRC
ASSOCIATES_{LLC}

Dr. James C. Nicholas

Clarion Associates, LLC
101 Market Street, Suite D
Chapel Hill, North Carolina 27516
919.967.9188
919.967.9077 fax

Community Planning
Zoning/Design Standards
Impact Fees
Growth Management
Sustainability



VIA FEDERAL EXPRESS

February 26, 2020

Jackson/Teton County Housing Department
Attn: April Norton, Director
330 South King Street, Box 575
Jackson, WY 83001

RE: Response to RFQ to Prepare New Employee Generation by Land Use Study

Dear Ms. Norton,

We are pleased to submit this response to the Jackson/ Teton County Affordable Housing Department's request for qualifications (RFQ) to retain a consulting firm to prepare a new Employee Generation by Land Use Study.

Clarion Associates is a national planning and zoning consulting firm with offices in Denver and Chapel Hill, and affiliate offices in Cincinnati and Philadelphia. Firm principals have substantial experience in assisting local government clients in resort destination communities like Jackson, design, draft, and defend in court mandatory workforce/affordable housing studies and legislation. We led the preparation of both the *2013 Employee Generation by Land Use Study* for the Teton County Housing Authority (TCHA), the *Affordable Housing Support Study* prepared for Teton County in 2006, and worked with County and Town staff in the preparation of the Town and County *Housing Requirements* adopted in 2018.

If our team is selected for this project, we would be assisted by **Dr. James C. Nicholas** and **RRC Associates**.

Dr. Nicholas is one of the preeminent experts nationally on nexus, exaction, and impact fee methods and the concept of proportionate share. He has extensive experience in the design of affordable workforce housing mitigation programs and general exaction programs. He has testified in court on behalf of local governments in the successful defense of exaction and impact fee programs. He has published extensively on the issue of proportionate share methods for exaction and affordable housing programs (e.g., *A Rational Nexus Approach to Workforce Housing Development Conditions*, the John Marshall Law Review, forthcoming spring 2020; "Workforce and Affordable Housing: Local Government Inclusionary Housing Programs and the Courts," *Planning & Environmental Law*, 2011; *A Guide to Impact Fees and Housing Affordability*, Island Press, 2008.) He worked with Clarion in the design and preparation of the *2013 Employee Generation by Land Use Study*, the *2006 Affordable Housing Support Study*, and the Town and County *Housing Requirements* adopted in 2018. Dr. Nicholas would serve as the economist and methodologist for the effort.

RRC Associates offers services in market research and strategic analysis, economic and feasibility planning, survey research, and policy formulation, for both public and private sector clients. They conducted the survey research for both the *2013 Employee Generation by Land Use Study* and the *Affordable Housing Support Study* prepared for Teton County in 2006, and have worked with Clarion and Dr. Nicholas on a number of other affordable workforce housing nexus studies. **RRC** would conduct the survey research for this effort.

We believe our team is uniquely suited to assist in the preparation of a new Employee Generation by Land Use Study for the following reasons:

We know and understand the current LDRs, Housing Requirements, and Current Nexus Studies. Firm principals know and understand the current Town and County LDRs and housing requirements – and have substantial experience working with these regulations over the years. We served as the principal consultant in designing and preparing the original affordable workforce housing support study for the community in the 1990s, as well as the implementing legislation. We also led the preparation of both the *2013 Employee Generation by Land Use Study* for the Teton County Housing Authority (TCHA), the *Affordable Housing Support Study* prepared for Teton County in 2006, and worked with County and Town staff in the preparation of the *2018 Town and County Housing Requirements*.

We know nexus studies. Team members have substantial experience in the design and preparation of workforce/affordable housing nexus studies. As noted above, Clarion, in association with Dr. James Nicholas and RRC, have not only worked in Jackson/Teton County on affordable workforce housing mitigation issues, but have designed and prepared nexus studies for a number of other Colorado and south Florida communities.

We know housing law. We are experts on the legal issues related to the implementation of mandatory affordable mitigation and served as special counsel in the successful defense to several legal challenges to the County's mandatory affordable housing mitigation regulations.

We are skilled facilitators. We are experienced in working with citizens, staff, and elected officials to gain consensus on difficult issues like affordable workforce housing issues and are available to assist in the facilitation with the technical stakeholder group, other stakeholders, and elected officials.

We are excited about the prospect of working with the Jackson/ Teton County Housing Department, the Town, and the County on this effort, and would welcome an opportunity to discuss our qualifications with you in person. Please contact me at 919-967-9188 or at crichardson@clarionassociates.com if you have questions or need additional information to evaluate our submittal.

Very truly yours,

A handwritten signature in black ink that reads "Craig Richardson". The signature is written in a cursive, flowing style.

Craig Richardson
Director

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CLARION

B. Qualifications

A. Proposed Project Team

If the Clarion team is selected for the project, **Clarion Associates** would serve as the prime contractor for the project. We would be assisted by **Dr James C. Nicholas** and **RRC Associates (RRC)**. **Dr Nicholas** would serve the principle economist and methodologist. **RRC** would provide survey research assistance.

A short summary of the firms and professionals on the Clarion team is outlined below. This is followed by a more specific summary of the team organization (including a graphic description of the team organization). This is followed by a description of the professionals who would be involved in the effort and their professional qualifications.

THE FIRMS

Clarion Associates

Clarion Associates, LLC, a limited liability company organized under the laws of the state of Colorado, has offices in Chapel Hill and Denver, and affiliate offices in Cincinnati and Philadelphia. The firm has been in business for 28 years, and consists of city planners, landscape architects, attorneys, and graphic designers. No firm in the country matches the combination of land use and zoning, urban design, community development, and planning experience of Clarion's firm principals. Clarion is particularly known for its expertise in:

- Development code updates;
- Design standards and incorporating form controls into development regulations;
- Regulations that protect a community's character;
- Affordable workforce housing support studies and mandatory affordable housing regulations;
- Incorporating green building and resiliency concepts in development codes;
- Zoning best practices;
- Regulations to protect environmentally sensitive lands;
- Community and neighborhood planning; and
- Land use and planning law.

FIRM NAME:

Clarion Associates

ADDRESS:

101 Market Street
Suite D
Chapel Hill, NC 27516
919.967.9188
919.967.9077 (fax)

YEAR ESTABLISHED:

1992

TYPE OF OWNERSHIP:

Limited Liability Company

PRIMARY CONTACT PERSON:

Craig Richardson, Director

E-MAIL ADDRESS:

crichardson@clarionassociates.com

Dr. James C. Nicholas

Dr. James C. Nicholas is one of the preeminent experts nationally on nexus, exaction, and impact fee methods, and the concept of proportionate share. He has extensive experience in the design of affordable workforce housing mitigation programs and general exaction programs for hundreds of local government clients across the country. He has consulted with Teton County WY, Pitkin County CO, the Village of Islamorada, FL; Collier County, FL, Lee County FL, Monroe County FL, Palm Beach County, FL, Marathon FL, Sanibel FL, and Key West FL, in the design and implementation of affordable workforce housing mitigation and inclusionary housing programs. He has testified in court on behalf of local governments in the successful defense of impact fee and other exaction programs. He has published extensively on the issue of proportionate share methods for exaction programs (e.g., "Workforce and Affordable Housing: Local Government Inclusionary Housing Programs and the Courts," *Planning and Environmental Law*, 2011; *A Guide to Impact fees and Housing Affordability*, Island Press, 2008; *Calculating Proportionate Share Impact Fees Under the Rational Nexus Test*, Chicago: American Planning Association, 1988; and *A Practitioner's Guide to Development Impact Fees*, Chicago: American Planning Association, 1991.)

RRC Associates



RRC Associates offers services in market research, survey research, strategic analysis, economic and feasibility planning, and policy formulation to local governments and public agencies as well as private businesses. The company is composed of professionals with extensive experience and qualifications in addressing the needs and challenges of communities. In addition, the firm also serves ski area and resort operators, trade associations, tourist organizations, and others interested in the recreation and tourism industries. The motivation of our principals and staff, and their active involvement in professional organizations at the state and national level, insure a high degree of professional skill and creativity.

TEAM ORGANIZATION

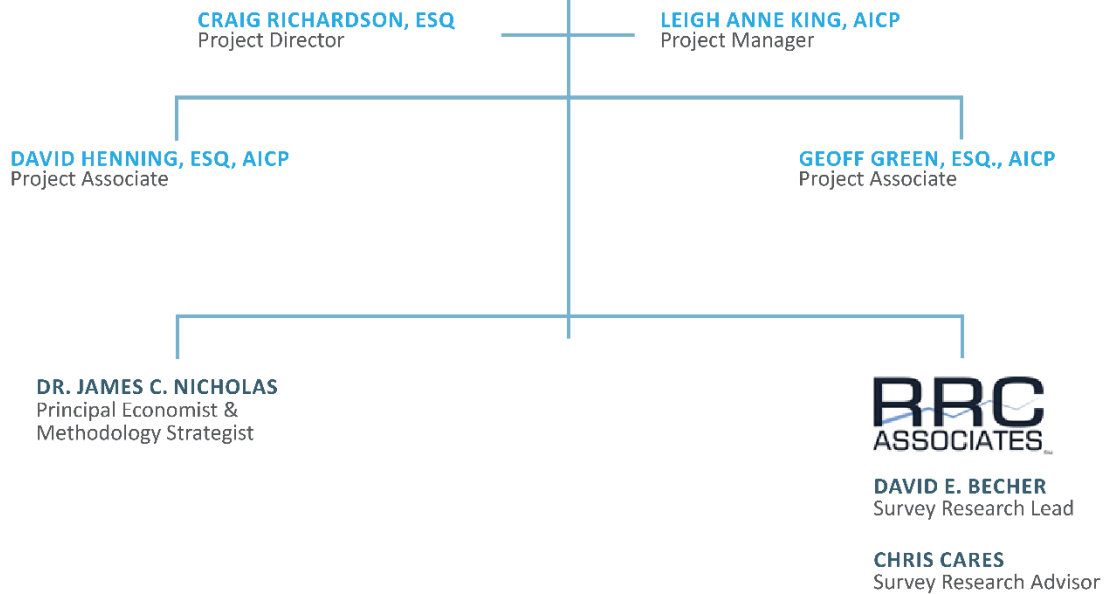
As outlined above, if the Clarion team is selected, **Clarion Associates** would serve as the prime contractor for the project. Clarion would be responsible for project management, all drafting, facilitation, and serve as the day-to-day contact with the Jackson/ Teton County Affordable Housing Department's project manager.

Craig Richardson, Esq. would serve as Project Director. He would be assisted by **Leigh Anne King, AICP LEED**, who would serve as Project Manager, and **David Henning, Esq., AICP**, and **Geoff Greene, Esq., AICP**, who would assist in data analysis, drafting, and facilitation. **Dr. Nicholas** would serve as the principal economist and methodologist and would work on data analysis for the support study. **RRC Associates (RRC)** would provide assistance in survey research and policy formulation. RRC's work would be led by **David E. Becher**. He would be advised by **Chris Cares**.

A graphic description of the team organization is shown below. Summaries of the professional qualifications of team members who would be involved in the project are included on the following pages.



CLARION



CLARION TEAM PROFESSIONALS

Clarion Associates

Craig Richardson, Esq. | Director



Craig is a Director of Clarion Associates. He is a planner/lawyer with over 35 years of practice experience, primarily representing local government clients on a variety of planning and zoning matters, including comprehensive development code updates, form-based regulations, affordable workforce housing mitigation studies and legislation, sustainable development practices, resource protection, character-based regulations, and infrastructure funding mechanisms like impact fees. He has served as a principal in the design of “first-time” exaction initiatives in two states where development exactions at the time of implementation were untested in the courts (Reno, Nevada (roads) and Teton County, Wyoming (affordable workforce housing)). Each program was successfully implemented. He has worked on the design and implementation of more than 100 exaction regulations across the country, and served as a principal in the design and implementation of affordable workforce housing mitigation programs and studies in Teton County/Jackson WY, Pitkin County CO, Islamorada, FL, Marathon, FL, Palm Beach County and Monroe County, FL. He served as counsel of record in several landmark exaction cases, as well as special counsel to the Teton County Attorney’s office in their defense of the County housing requirements. He served on the faculty for APA’s national Zoning Clinic, speaks regularly at planning conferences on code implementation issues, and worked on the USEPA Sustainable Code Building Blocks project.

Leigh Anne King, AICP, LEED® AP | Project Manager



Leigh Anne King is a Director of Clarion Associates. She has nearly 20 years of experience working with local governments on planning initiatives including sustainable community land use plans, strategic growth plans, affordable workforce housing programs, growth management and open space protection strategies, and development ordinances and design guidelines. Most recently, Ms. King worked with the Jackson/Teton County Housing Department to update its affordable workforce housing guidelines, assisted with the update to the Teton County/Jackson’s 2013 *Employee Generation by Land Use Study*; the Monroe County, Florida Housing Nexus Study; and the Islamorada, Florida Housing Nexus Study. She is the lead author of seven award winning plans. She is a frequent speaker at national and state-level conferences on a variety of planning topics including workforce housing and housing diversity, local food planning, and comprehensive planning. Leigh Anne received her Master of City and Regional Planning degree from the University of North Carolina, Chapel Hill, where she served as a research assistant, and was named the outstanding student in her graduating class.

Geoff Green, Esq., AICP | Associate



Geoff’s practice focuses on zoning and plan implementation. At Clarion, he has worked on and taken an active role in the drafting of the Kannapolis, NC, Richland County, SC, Maitland and Estero, FL, and Colorado Springs, CO code update projects. Geoff recently joined Clarion after several years in the public sector working as a planner for a regional public transit agency. There he focused on land entitlement for a proposed multi-billion-dollar light-rail project that traversed Durham and Chapel Hill, which included participating in a Transit-Oriented Development study that evaluated development scenarios and recommended changes to land-use regulations to maximize development opportunity around 19 proposed light-rail

stations. Geoff received his undergraduate degree from Duke University, his Master of City and regional planning degree from the University of North Carolina, Chapel Hill, where he was named outstanding student in his graduating class; and a law degree from New York University (NYU) where he was a member of the Order of the Coif and graduated Magna Cum Laude.

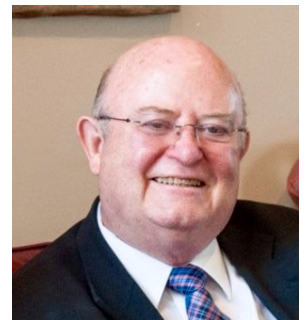
David Henning, Esq., AICP | Associate

David is a planner and lawyer in Clarion's Chapel Hill office. His work for Clarion has also included drafting and analyzing comprehensive plan updates (Cary, Mooresville, and Greenville NC; and Portsmouth, VA), strategic plans (James City County, VA), land development code updates (Apopka and Estero, FL; Richland County, SC; Prince George's County, MD; and Decatur, AL) and affordable housing studies (Monroe County, FL). Prior to his planning work, David performed agency monitoring for an environmental law firm in his home state of Florida. He has presented at state and national planning conferences on dark skies and design of planning documents. He received his B.S. in civil engineering from Northwestern University; a Master of City planning from Harvard University; and a law degree (with honors) from Florida State University.



Dr. James Nicholas

Dr. James C. Nicholas is one of the preeminent national experts on nexus, exaction, and impact fee methods, and the concept of proportionate share. He has extensive experience in the design of affordable workforce housing mitigation programs and general exaction programs. He has consulted with Teton County WY, Pitkin County CO, the Village of Islamorada, FL; Collier County, FL, Lee County FL, Monroe County FL, Palm Beach County, FL, Marathon FL, Sanibel FL, and Key West FL, in the design and implementation of affordable housing mitigation and inclusionary housing programs. He has testified in court on behalf of local governments in the successful defense of impact fee and other exaction programs. He has published extensively on the issue of proportionate share methods for exaction programs (e.g., "A Rational Nexus Approach to Workforce Housing Development Conditions", the *John Marshall Law Review*, forthcoming spring 2020; "Workforce and Affordable Housing: Local Government Inclusionary Housing Programs and the Courts," *Planning and Environmental Law*, 2011; *A Guide to Impact fees and Housing Affordability*, Island Press, 2008; *Calculating Proportionate Share Impact Fees Under the Rational Nexus Test*, Chicago: American Planning Association, 1988; and *A Practitioner's Guide to Development Impact Fees*, Chicago: American Planning Association, 1991.)



RRC Associates

David E. Becher | RRC



David has diverse experience managing and conducting many types of market research and planning projects for public and private sector clients in his more than 25 years at RRC. With an educational background in urban and regional planning, public administration, and business administration, David works extensively in the areas of survey research, economic and demographic research, community planning, and affordable housing. He has conducted the survey research for the workforce housing support/nexus studies prepared by Clarion for Teton County/Jackson, Islamorada, Marathon, Palm Beach County, and Monroe County.

Chris Cares | RRC



Chris possesses a diverse background in public and private planning. A founding partner of RRC Associates, he specializes in practical applications of research techniques including survey and qualitative research, modeling, and applied analysis to solve problems in city planning, administration, and business applications. Chris has extensive experience in moderating focus group discussions and other types of public meetings. His research and recommendations have helped to shape the design and marketing strategies of major resorts and other developer clients, and he has coordinated the planning and public processing of numerous large resorts and mixed-use projects. His work has also involved numerous public sector clients. Housing needs assessments and parks and recreation needs assessments are particular areas of his specialization. Chris assisted in conducting the survey research for the workforce housing support/nexus studies prepared by Clarion for Teton County, WY and Islamorada, Marathon, Palm Beach County, and Monroe County FL.



B. Firm/ Team Experience

Clarion

The professionals who will assist in this project have substantial experience drafting mandatory affordable workforce housing requirements and preparing nexus studies to support those efforts. This section includes summaries of some of our relevant projects, as well as examples of Dr. Nicholas' and RRC's relevant project experience.

Town of Jackson/Teton County, WY | Affordable Housing Support Study and Implementation Legislation, 1994 and 2003 | Litigation 2004-2006

Bill Collins
307.690.4436

Former Teton County Planning Director
collinsplanning@onewest.net

The Honorable James Radda
307.733.7713

Circuit Court Judge
jlr@courts.state.wy.us

Clarion, in conjunction with Dr. James Nicholas, served as legal counsel and economist/methodologist, respectively, in the design of the initial support study and inclusionary housing regulations for Jackson / Teton County in the mid-1990s. This effort, a first in Wyoming, required legal analysis, the piecing together of a nexus between the increases in land/housing values and the housing market in Teton County, establishment of moderate and low income levels, and the development of an affordable housing needs analysis and an in-lieu fee based upon proportionate share principles.

In 2002-2003, Clarion and Dr. Nicholas worked in conjunction with the Teton County Planning Department in developing the necessary support documents to update the Affordable Housing Support Study, and Mr. Richardson drafted the revised legislation.

Between 2004-2006, Mr. Richardson served as special legal counsel to the Teton County Attorney in successfully defending several legal challenges to the inclusionary housing requirements adopted by Teton County, in state court. One of the challenges went before and was successfully defended in the Wyoming Supreme Court.

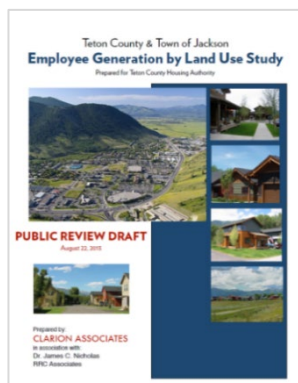
Teton County, WY | Affordable Housing Guidelines| 2006

The Honorable James Radda
307.733.7713

Circuit Court Judge
jlr@courts.state.wy.us

In 2006, Clarion assisted the Teton County Housing Authority (TCHA) in revising its Affordable Housing Guidelines. The guidelines dealt with both administrative and procedural issues related to the affordable housing mitigation program, as well as the interpretation and administration of proportionate share issues.



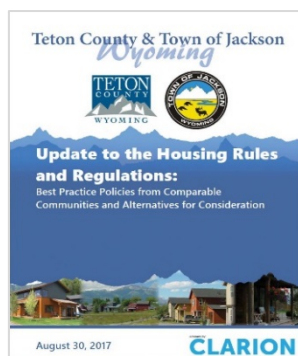


Town of Jackson/Teton County, WY | Employee Generation by Land Use Study| 2013

Christine Walker
307.690.4487

Former TCHA Director
christine@navigatejh.com

In 2012-2013, Clarion Associates, in association with Dr. James Nicholas and RRC Associates, prepared 2013 Employee Generation by Land Use Study for the Teton County Housing Authority (TCHA). The purpose of the study was to develop a legally supportable methodology to assess the impacts of both residential and non-residential development on the need for affordable workforce housing in Teton County and the Town of Jackson, determine the need for affordable workforce housing created by development, and then identify strategies that could be used to mitigate those impacts. The study was used to support an update to the Town and County housing requirements.



Town of Jackson/Teton County, WY | 2018 Housing Requirements| 2018

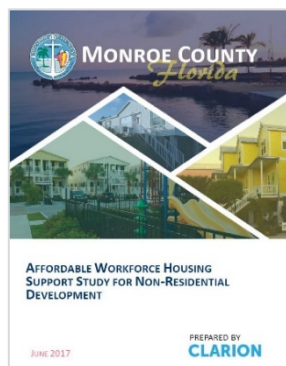
Tyler Sinclair
307-733-0440, ext. 1301

Community Development Director
tsinclair@ci.jackson.wy.us

April Norton
307-732-0867

Jackson/ Teton County Housing Department Director
ahnorton@tetoncountyywy.gov

In 2017-2018, Clarion Associates, in association with Dr. James Nicholas, assisted the Town of Jackson and Teton County in restructuring the affordable workforce Housing Requirements. The effort culminated in the Town's and County's adoption of the updated Housing Requirements in June 2018 and included an update to the 2013 *Employee Generation by Land Use Study*, specifically updating residential sales data, the calculation of affordability, and finally the need (by unit and in-lieu assistance) generated by residential and nonresidential development.

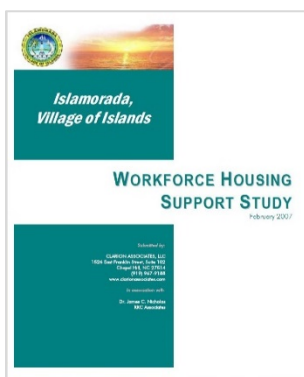


Monroe County, FL | Affordable Housing Study for Nonresidential Development| 2016-2018

Mayte Santamaria
305.393-5556

Senior Director, Planning and Environmental Resources
Santamaria-mayte@monroecounty-fl.gov

The workforce housing problem in Monroe County (the Florida Keys) has reached a critical point. In late 2016, the County retained Clarion Associates, along with RRC and Dr. James Nicholas, to develop a legally supportable methodology to assess the impacts of non-residential development on workforce housing, and then evaluate the need for workforce/affordable housing created by non-residential development. The nexus study was completed and accepted by the Monroe County Board of County Commissioners in 2018.



Village of Islamorada, FL | Mandatory Workforce Housing Regulation and Support Study| 2007

Ed Koconis
305.453.8727

Former Village Manager, current Director of Building
koconis-ed@monroecounty-fl.gov

Faced with rapidly increasing housing sales prices, the Village of Islamorada in the Florida Keys sought solutions to create affordable workforce housing requirements for their workforce population. Clarion Associates, in association with Dr. James Nicholas and RRC, was hired by the Village to develop a legally supportable methodology to assess the impacts of development on workforce housing and a

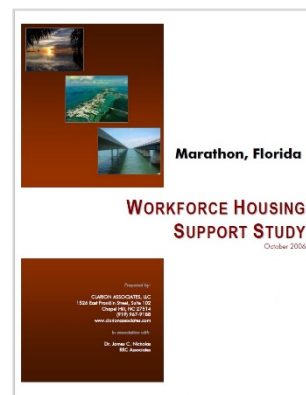
strategy for mitigating these impacts. The Clarion team worked to diagnose the local workforce housing problem using an evaluation of the community-wide economic impacts created by new residential and non-residential development. The team then prepared implementation legislation for a workforce housing mitigation program to implement the methodology, which was adopted by the Village in 2007.

Marathon, FL / Affordable Workforce Housing Methodology / 2013

Gail Kenson
305.289.4111

Planning Director
planning@ci.marathon.fl.us

Clarion Associates, in association with Dr. James Nicholas, developed a legally supportable methodology and nexus study that assessed the impacts of residential development on affordable workforce housing in the city. As part of the effort, Clarion and Dr. Nicholas worked to diagnose the local affordable workforce housing problem based on an evaluation of the community-wide economic impacts created by new residential development. Following the evaluation, Clarion developed a formal methodology for assessing the extent of impacts that new residential development will have on local demand for affordable workforce housing, and created implementing legislation for the mitigation program.



Palm Beach, FL / Workforce Housing Methodology / 2006-2008

Verdenia Baker
561.355.6726

Former Asst County Administrator, current County Administrator
public@co.palm-beach.fl.us

Like many communities in South Florida, Palm Beach County's real estate prices in 2006-2008 became out of reach for a majority of the community. Seeking solutions to this problem, Palm Beach County contracted with Clarion Associates, Dr. James Nicholas, and RRC to develop a legally supportable methodology to assess the impacts of development on workforce housing and to develop implementation legislation for a workforce housing mitigation program for Palm Beach County. The Clarion team diagnosed the local workforce housing problem based on an evaluation of the community-wide economic impacts created by new residential and non-residential development. Following the evaluation, Clarion developed a formal methodology for assessing the extent of impacts that new development had on local demand for workforce housing. This project was placed on hold due to the economic downturn that began in 2008.

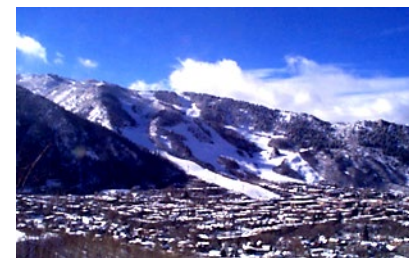


Pitkin County, CO / Affordable Housing Support Study & Implementation Legislation / 2006

John Ely
970.920.5190

Pitkin County Attorney
attorney@pitkincounty.com

Clarion Associates, in association with Dr. James Nicholas, assisted Pitkin County, Colorado (which surrounds Aspen and nearby ski- and resort-based communities) in the preparation of a new system of exactions that was designed to ensure new development adequately compensates the county for demands placed on local infrastructure and services. In addition to updating the county's existing exactions for parks, open space, and agricultural preservation, the Clarion team also developed exactions for affordable workforce housing and for health and human services and facilities. The Clarion team first prepared a policy memorandum discussing the legal, policy, data, and feasibility issues involved, as well as recommended approaches to each exaction. Following workshops with County staff and officials, the team then developed support studies to provide the foundation for each exaction, as well as implementing legislation.



Dr. James Nicholas

Dr. Nicholas has extensive experience consulting with communities in the design and implementation of affordable workforce housing mitigation and inclusionary housing programs. Dr. Nicholas has advised the following communities in these efforts:

- Teton County, Wyoming
- Town of Jackson, Wyoming
- Pitkin County, Colorado
- Collier County, Florida
- Lee County, Florida
- Monroe County, Florida
- Palm Beach County, Florida
- Village of Islamorada, Florida
- Marathon, Florida
- Sanibel, Florida
- Key West, Florida

RRC

Housing Needs Assessments/ Housing Studies

Needs assessments comprehensively examine market conditions and quantify housing problems and opportunities faced by communities or regions. While each is customized to address our client's unique needs, they typically consider housing costs relative to income, housing problems including overcrowding and substandard conditions, the relationship between jobs and workforce housing, existing rental and ownership market conditions, demographics, special needs populations and the impacts of commuting and regional influences on housing demand. Our reports identify opportunities and provide the framework for developing solutions to address quantified needs. In addition, we have worked with many clients to develop strategic housing plans which are tailored to the specific needs of the community or region.

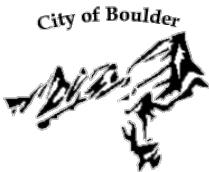
In the past two decades RRC, often in collaboration with Clarion Associates, EPS, Rees Consulting or various other researchers, has completed needs assessments, nexus studies, and/or other specialized housing evaluations for numerous clients (a sample is shown below); many of them have utilized our services multiple times to assess needs and potential solutions as they have changed over the years.

Colorado Mountains and Rural Areas

Aspen and Pitkin County, Roaring Fork Regional Housing Research studies

Eagle County and Vail, Avon, Edwards, Eagle, Basalt and Gypsum

Summit County and Breckenridge, Silverthorne, Keystone, Copper



Gunnison County with Crested Butte, Mt. Crested Butte and Gunnison
 Clear Creek County with Georgetown and Idaho Springs
 Grand County with Winter Park, Tabernash, Granby and Grand Lake
 Garfield County and Glenwood Springs
 San Miguel County with Telluride and Mountain Village
 Routt County with Steamboat Springs, Hayden and Oak Creek
 Teller County and Cripple Creek, Victor and Woodland Park
 Lake, Custer and Fremont Counties



Colorado Urban Areas

City of Boulder
 Boulder County and Broomfield region with cities of Boulder,
 Louisville, Longmont, Lafayette, Erie and Superior
 City Lakewood
 Jefferson County
 Park County
 City of Longmont
 City of Durango
 City of Westminster
 City of Broomfield



Western States

Santa Fe County and City of Santa Fe, New Mexico
 Hobbs, New Mexico
 Central Oregon Region covering counties of Deschutes, Crook and Jefferson
 Blaine County, Idaho
 Eastern Sierra Region covering Mono and Inyo Counties and cities
 of Mammoth Lakes and Bishop, California
 Teton County and Jackson, Wyoming





C. Legal Experience

The Clarion team has substantial legal experience in addressing affordable workforce housing and exaction issues. Mr. Richardson has served as a principal in the design of “first-time” exaction initiatives in two states where development exactions at the time of implementation were untested in the courts (Reno, Nevada (roads) and Teton County, Wyoming (affordable workforce housing)). Each program was successfully implemented. He served as counsel of record in several landmark exaction cases, as well as special counsel to the Teton County Attorney’s office in their successful defense of the County housing requirements in state court in 2004-2007. Dr Nicholas has testified numerous times in the successful defense of exaction programs in a number of states. The team’s recent workforce housing requirements work in Jackson/Teton County is being held up as a model example of how to design an affordable workforce housing mitigation program in a recent law review article. See “A Rational Nexus Approach to Workforce Housing Development Conditions,” *The John Marshall Review* (forthcoming spring 2020). David Henning and Geoff Greene, Clarion team members, are also attorneys who will assist Mr. Richardson in addressing legal issues during the update.

D. References

The RFQ asks for three references from similar relevant projects. We have included references for each project we described in the summary of relevant projects. Below we identify six references from the summary of relevant projects, from recently completed, or on-going code projects.

The Honorable James L. Radda, Judge (Clarion work in defending affordable workforce housing mitigation issues, and related land use issues)

Circuit Court of the 9th Judicial Circuit, Teton County, WY

307.733.7713

jlr@courts.state.wy.us

Tyler Sinclair (2019 Housing Requirements)

Community Development Director, Town of Jackson, WY

307-733-0440, ext. 1301

tsinclair@ci.jackson.wy.us

April Norton (2019 Housing Requirements and Affordable Workforce Housing Guidelines)

Director, Jackson/ Teton County Housing Department

307-732-0867

ahnorton@tetoncountywy.gov

Bill Collins, Former Planning Director (The 2006 Teton County Affordable Housing Nexus Study)

Teton County, WY

307. 690.4436

collinsplanning@onewest.com

Mayte Santamaria, Former Monroe County Director of Planning and Environmental Resources, (Monroe County Affordable Housing Study for Nonresidential Development, 2018)

Monroe County (Florida Keys), Florida – Senior Planning Policy Advisor to Monroe County Board of County Commissioners

305.393.5556

Santamaria-mayte@monroecounty-fl.gov

Ed Koconis, Current Monroe County Permit Manager (Islamorada Support Study and Mandatory Affordable Workforce Housing Ordinance)

Former Islamorada Village Manager, FL

305.453.8727

koconis-ed@monroecounty-fl.gov

C. Work Plan

A. Project Understanding



There is a serious housing affordability problem in the Town of Jackson and Teton County. This is so because the price of housing has significantly increased since the early 1990s, while incomes and wages in the community have only increased modestly. The result is that today almost all members of the community's workforce are priced out of the housing market, and the problem continues to worsen.

As discussed in the RFQ, the Jackson/Teton County Comprehensive Plan recognizes this problem and sets out a goal to provide affordable housing to 65 percent of the local workforce. This goal is to be implemented through several policies, including mandatory mitigation on new residential, commercial, and other non-residential developments (Housing Requirements) to offset the affordable workforce housing demand their developments create. Both the County and Town updated their Housing Requirements in 2018. The June 2018 Housing Requirements are supported by the *2013 Employee Generation by Land Use Study* (the *2013 Study*), with targeted updates completed during the Update to the Housing Requirements.

The Town and County, working through the Jackson/ Teton County Housing Department, are seeking consultant assistance to update the *2013 Study* that currently supports both the Town's and County's Housing Requirements. As expressed in the RFQ, the general purpose of the update to the *2013 Study* is to bring current the ... "links between the construction of new commercial and residential development and the employees generated by the development." The RFQ further states:

"The study should also provide information about the existing types of jobs, the wages being earned, the percentage of the workforce living locally, the gap between income and housing costs, and information about non-brick and motor businesses including the employees generated and wages earned. The study may also provide information about how to require non-brick and mortar businesses to mitigate their impacts."

The work plan outlined below provides an explanation of the approach the Clarion team would take for completing the study within the timeframe requested in the RFQ. It also incorporates responses to the "key issues" set out in the RFQ. A schedule is included for each task in the section following the work plan.

Prior to setting out our proposed approach and methodology to the study update, we believe it important to raise one issue about the study and its methodology. The legal parameters controlling the design of a mandatory affordable workforce housing mitigation program are dynamic, and potentially subject to change. For example, just this term, after much consideration, the U.S. Supreme Court denied *certiorari*, deciding not to consider a case involving the standard of review that should be applied to mandatory affordable housing mitigation regulations (*Cherk v. Marin County*, No. A153579, 2018 WL 6583442 (Cal. Ct. App. Dec. 14, 2018), review denied by California Supreme Court, No. S253558, March 13, 2019). Many legal scholars and practicing attorneys, however, prognosticate there is a fairly high likelihood (especially given the recent changes in the court), that the Supreme Court will address the issue soon, and changes might be forthcoming. Making the legal environment even more problematic is the fact that different Federal Circuit Court of Appeals have been applying different standards of review to mandatory affordable workforce

housing programs. For these reasons, it is important to note that the methodology and approach we propose for the update study accounts for these considerations, with the understanding that there might be a need for some adjustments to address recent court decisions, once the project has started.

Finally, in reviewing the work plan, please keep in mind that it is based on our review of the RFQ, our understanding of the goals for the project, our experience in designing and drafting nexus studies and mandatory workforce/affordable housing mitigation programs, and the current state of the law. It, however, has not been developed with the benefit of detailed discussions with Jackson/ Teton County Housing Department/County/Town staff; consequently, it is also important that we emphasize that we are flexible and open to revisions to the work plan after further discussions with staff.

The proposed work plan includes seven tasks.

B. Technical Approach and Methodology

Task 1: Project Initiation and Scoping

In Task 1, the Clarion team shall provide a list of data request(s) to the Jackson/ Teton County Housing Department staff and then determine in consultation with staff what relevant data is readily accessible for staff to compile and deliver to Clarion in a timely manner. This data will focus on local housing data, employment data, real estate data, codes, ordinances, regulations, and any plans relevant to the workforce housing affordability issue in the Town/County. Housing Department staff will then provide Clarion the data and studies.

After reviewing all relevant local housing data, employment data, real estate data, codes, ordinances, plans, and other documents provided by Housing Department staff, Clarion shall meet with staff and officials, as appropriate, to discuss overall project goals and discuss data deficiencies by means of an in-person meeting during a two day trip to Jackson.

During the Task 1 two-day trip, the Clarion team will also conduct a meeting with the Technical Stakeholder Group and a joint meeting of the Town Council and Board of County Commissioners. The meeting with the Technical Stakeholder Group shall be a kick-off meeting and involve an initial discussion of project goals and other issues related to affordable workforce housing and the study. These discussions will provide the Clarion team with a better understanding of project goals, existing data, and other related issues.

The purpose of the joint kick-off meeting with the Teton County Board of County Commissioners (hereinafter “BOCC”) and the Town of Jackson Council will be to inform the public and Town/County elected officials about the project, its schedule, get input on general goals, and to receive input and feedback about the project generally.

Finally, and if appropriate, the Clarion team will visit (in coordination and consultation with Housing Department staff), different affordable workforce housing units and developments constructed under the current affordable workforce housing program.

TASK 1: PROJECT INITIATION AND SCOPING— RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Provide list of data requests
- Review all relevant data, studies, plans, regulations, reports, and related documents provided by staff
- Meet with staff to discuss overall project goals and any data deficiencies
- Conduct kick-off meeting with Technical Stakeholder Group
- Conduct kick-off meeting at joint meeting of Town Council/ BOCC
- If appropriate, visit different affordable units with staff

HOUSING DEPT. STAFF

- Review data requests; send copies of all relevant data to Clarion team
- Meet with Clarion team to discuss overall project goals and any data deficiencies
- Handle logistics for kick-off meetings with Technical Stakeholder Group and Council/BOCC
- If appropriate, visit different affordable units with consultants

TRIPS

One, two-day trip to Jackson

SCHEDULE

Completed: End of April 2020

Task 2: Confirm Study Methodology

In Task 2 the Clarion team shall develop the proposed methodology to be used in the updated Study. The proposed methodology shall be set down in writing and forwarded to Housing Department staff for review and comment.

After the Housing Department staff review, the Clarion team will conduct conference call(s) with Housing Department staff to discuss the proposed methodology, answer any questions and respond to comments. Clarion shall then make modifications to the proposed methodology that are mutually agreed-upon by both Clarion and Housing Department staff. This shall be the methodology that shall be used to conduct the nexus study update.

Task 3: Survey on Employment Patterns and Nonresidential Building Space

As part of the development of the Support Study a survey will be conducted in Jackson and the County that include four subtasks. The survey will be used to measure the employment patterns and the building space used for nonresidential development.¹

Subtask 3.1 involves the Clarion team conducting a conference call with staff to confirm the parameters of the employment patterns and non-residential building space survey.

Based on the direction agreed to in the conference call, in Subtask 3.2, the Clarion team shall develop a survey to collect data on employment patterns and utilization of non-residential building space in the Town and County. The purpose of the survey is to capture local source data for the purposes of calculating employment generation rates per unit of building space for different industry sectors and/or types of space. The Clarion team will develop an initial survey draft and work with Housing Department staff to refine and finalize the survey instrument. It is anticipated that the survey will be no more than two 8.5"x11" page sides in length (relatively brief to encourage response). The Clarion team, working with staff, would also prepare a cover letter to accompany the survey, which can be signed by one or more selected Town and/or County officials.

In Subtask 3.3, the Clarion team will address two interrelated issues: (1) developing a survey sampling strategy, including employer list source(s) and volume of target contacts, and (2) developing survey fielding techniques (e.g., mailback, online, etc.). The Clarion team will present choices to Housing Department staff and collectively, the Clarion team and staff will identify optimal choices related to employer list sources, employer outreach resources, and survey objectives. We would initially anticipate the following parameters for the employer survey:

- **Survey distribution:** The Clarion team will contact a stratified random sample of approximately 1,500 employers in the Town and County to participate in a mailback survey, with the option for employers to complete the survey online.² The sampling will be designed to ensure complete

¹ Separately, employment and building space data for the community as a whole will also be collected from governmental data sources and analyzed in a separate phase of the study.

² For reference, that the Town of Jackson business license list currently identifies approximately 1,974 businesses with a Teton County mailing address. Separately, the US BLS QCEW database shows approximately 2,482 covered employers as of second quarter 2019.

TASK 2: CONFIRM STUDY METHODOLOGY— RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Prepare summary of proposed methodology to be used for Study; conference call(s) with staff to discuss methodology
- Make changes mutually agreed to

HOUSING DEPT. STAFF

- Review proposed methodology
- Conference call(s) with Clarion team to discuss methodology and reach agreement on any changes.

TRIPS

None

SCHEDULE

Completed: End of April 2020

coverage of the area's larger employers (who are less numerous, but have important employment impacts), and a random sample of smaller, more numerous employers. A reminder postcard will also be sent to encourage survey responses.

- **List source(s):** It is anticipated that the Clarion team will purchase an employer mailing list from a commercial list vendor, utilize the Town of Jackson business license list, and/or will purchase an employer address list from the Wyoming Department of Labor and Employment. The team, however, is open to using other list sources requested by staff.
- **Supporting publicity:** The Clarion team will work with staff to implement a supporting publicity effort to encourage awareness and response to the survey, such as a press release and announcement of the survey in newsletters. The press releases, newsletters, and announcements would be made by Housing Department staff.

In Subtask 3.4, the Clarion team will prepare a brief summary report on the survey(s) findings, with accompanying charts and tables. The Clarion team also will prepare a database of raw survey data, particularly regarding employment levels, building space measures, industry sectors, and related data, to facilitate an analysis of employment generation rates associated with particular types of businesses or space users.

Non-brick-and-mortar businesses: As the RFP makes clear, one of the goals of this study is to evaluate the employment impacts of non-brick-and-mortar businesses and explore whether and how their employment impacts might be mitigated. To approach this, we would first clarify with the Town, County, and Housing Department which businesses are considered to fall into this category (e.g. businesses operated out of a home; businesses with a minimal or idiosyncratic commercial space footprint relative to their employee base, e.g. outdoor recreational providers; short-term rental owners; etc.). We would then check to ensure that these businesses are specifically addressed in the study. Depending on the nature of the businesses at issue, they might be contacted via the employer survey, and/or evaluated via other means (e.g. government and private sector data sources).

Task 4: Residential Employment Generation – Homeowner Survey

The objective of Task 4 is to measure the employment generated from the operations and maintenance of residences in the Town and County. We anticipate the approach to Task 4, like the approach to Task 3, to largely mirror the methodologies we employed in the 2013 Teton County Employment Generation Study. Additionally, we envision that Tasks 3 and 4 would proceed on concurrent tracks and would involve a similar set of four subtasks.

The first subtask (4.1) involves the Clarion team conducting a conference call with staff to confirm the parameters of the residential employment generation survey.

Based on the direction agreed to in the conference call, in Subtask 4.2, the Clarion team shall develop a survey to collect data on employment associated with the operations and maintenance of homes in the Town and County. The purpose of the survey is to capture local source data for the purposes of calculating employment generation rates per unit of space for different types and occupancies of homes. The Clarion team will update the 2013 survey and work with Housing Department staff to

TASK 3: SURVEY ON EMPLOYMENT PATTERNS AND NONRESIDENTIAL BUILDING SPACE – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Confirm parameters with staff
- Design survey questionnaire and cover letter
- Develop survey sampling and survey fielding strategies
- Conduct survey
- Report survey results

HOUSING DEPT. STAFF

- Confirm parameters with Clarion
- Review survey questionnaire and cover letter, and provide written comments
- Review survey sampling and survey fielding strategies, and provide written comments
- Assist Clarion with logistics of survey consistent with scope
- Review Report and provide written comments

TRIPS

None

SCHEDULE

Completed: End of June 2020

TASK 4: SURVEY ON RESIDENTIAL OPERATIONS AND EMPLOYMENT – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Confirm parameters with staff
- Design survey questionnaire and cover letter
- Develop survey sampling and survey fielding strategies
- Conduct survey
- Report survey results

HOUSING DEPT. STAFF

- Confirm parameters with Clarion
- Review survey questionnaire and cover letter, and provide written comments
- Review survey sampling and survey fielding strategies, and provide written comments
- Assist Clarion with logistics of survey consistent with scope
- Review Report and provide written comments

TRIPS

None

SCHEDULE

Completed: End of June 2020

refine and finalize the survey. It is anticipated that the survey instrument would be no more than three 8.5"x11" page sides in length. The Clarion team, working with staff, will also prepare a cover letter to accompany the survey, which can be signed by one or more selected Town and/or County officials.

In Subtask 4.3, the Clarion team will address two interrelated issues: (1) developing a survey sampling strategy, including homeowner and homeowners' associations list source(s) and volume of target contacts, and (2) developing survey fielding techniques (e.g., mailback, online, etc.). The Clarion team will present choices to Housing Department staff and collectively, the Clarion team and staff will identify optimal choices for survey implementation. We would initially anticipate the following parameters for the residential survey:

- **Survey distribution:** The Clarion team will contact a stratified random sample of approximately 3,000 homeowners in the Town and County to participate in a mailback survey with the option to complete the survey online.³ The mailing list will oversample owners of large units, in an effort to ensure that adequacy of results for units of all sizes (including very large units, which are comparatively few in number). A reminder postcard will also be sent to encourage survey responses.
- **List source - Homeowners:** It is anticipated that the Clarion team will utilize the Teton County Assessor database as it is likely the only source that contains a complete listing of residential owners along with residential unit characteristics.
- **List source – Homeowner associations and businesses:** It is anticipated that the Clarion team will utilize an employer mailing list from a commercial list vendor, utilize the Town of Jackson business license list, and/or will purchase an employer address list from the Wyoming Department of Labor and Employment. The team, however, is open to using other list sources requested by staff.
- **Supporting publicity:** The Clarion team will work with staff to implement a supporting publicity effort to encourage awareness and response to the survey, such as a press release and announcement of the survey in newsletters. The press releases, newsletters, and announcements would be made by Housing Department staff.

In Subtask 4.4, the Clarion team will prepare a brief summary report on the survey(s) findings, with accompanying charts and tables. The Clarion team also will prepare a database of raw survey data, particularly regarding employment levels, building space measures, occupancy characteristics, and related data, to facilitate an analysis of employment generation rates associated with particular types and occupancies of homes.

Task 5: Preparation of Prototypical Affordable Workforce Housing Unit

In Task 5, the Clarion team will prepare, in consultation with Housing Department staff, the prototypical affordable workforce housing unit that is consistent with the Town and County affordable workforce housing goals. The prototype will be designed to address the size ranges of dwelling units (by square feet and number of bedroom(s)), the typical number of occupants in a unit, and the general types of building materials that will be used. In addition, the costs of construction (per square

³ For reference, the U.S. Census estimates that there were approximately 14,034 housing units in Teton County as of 7/1/2018.

foot) and land costs will be estimated using available data on costs to construct local affordable workforce housing projects and recent real estate sales for land. The Clarion team will work with Housing Department staff to identify the data needs for this analysis.

Once the analysis is completed, a draft of the prototypical unit will be placed in memo form by the Clarion team and sent to County staff for review and comment. Housing Department staff will review the draft and provide the Clarion team a set of consolidated written comments. Subsequently, the Clarion team will conduct a conference call with staff to discuss the comments and reach consensus about revisions, if any. The Clarion team will then make the mutually agreed to changes and submit the memo to Housing Department staff. The prototypical unit will be included and used in the analysis conducted in the Study.

Task 6: Prepare 2020 Employee Generation by Land Use Study

In Task 6, and based on the analyses in the previous tasks, the Clarion team will prepare the *2020 Employee Generation by Land Use Study*. The study can be used to provide the technical support for the Town and County's Housing requirements for residential and nonresidential development. It will use the methodology developed in Task 2 to determine the need for affordable workforce housing created by residential and nonresidential development and redevelopment, calculate appropriate mitigation, and if appropriate, discuss mitigation options.

More specifically, the analysis conducted in the Study shall include the following components:

- A summary demonstrating the severity of the affordable workforce housing problem in the Town and County today, and over the last 26 years;
- The establishment of a level of service standard that is consistent with the housing goal in the comprehensive plan. It will identify the amount and number of employees that will need to be provided housing based on the standard, and the quality of affordable workforce housing that will need to be provided;
- An inventory of affordable workforce housing, to assist in evaluating current conditions;
- A needs analysis, demonstrating the need for affordable workforce housing created by different types of residential and nonresidential development and redevelopment in the Town and County (including non-brick and mortar businesses and persons working out of their homes), consistent with the established goals. This part of the analysis will specifically identify:
 - The number and type of employees that work at and support each different type of development (land use) in the community (including employees of non-brick and mortar jobs and employees that work out of their home);
 - Employee wages (earned incomes), both individually as well as their household earned income;
 - Whether they live locally or commute (on average);

TASK 5: PREPARATION OF PROTOTYPICAL AFFORDABLE WORKFORCE HOUSING UNIT – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Prepare analysis and memo of prototypical affordable workforce housing unit
- Conduct tel. conference with Housing Department staff to discuss staff comments
- Revise memo based on mutually agreed changes

HOUSING DEPT. STAFF

- Review and provide consolidated written comments on memo
- Conduct conference call with Clarion team to discuss memo, and reach mutual agreement on changes

TRIPS

None

SCHEDULE

Completed: June 2020

TASK 6: PREPARE 2020 EMPLOYEE GENERATION BY LAND USE STUDY— RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Prepare draft *2020 Employee Generation by Land Use Study* in accordance with scope
- Conduct tel. conference with Housing Department staff to discuss comments on Study
- Revise Study in accordance with scope

HOUSING DEPT. STAFF

- Review and provide consolidated written comments on Study
- Conduct conference call with Clarion to discuss memo, and reach mutual agreement on changes
- Distribute Public Review Draft of Study

TRIPS

None

SCHEDULE

Completed: End of October 2020

- The typical cost of providing housing for these employees/households (rental or owner), based on the housing costs for the prototypical unit prepared in Task 5

It is this section that will demonstrate the nexus or linkages between residential and nonresidential development/redevelopment (by type of development (land use)), the need for affordable workforce housing it creates, and the amount of housing that needs to be subsidized to make the housing affordable; and

- If appropriate, a section outlining mitigation that could occur under the program different from what now exists in the Housing Requirements (including discussion of the options the Town and County have to require mitigation by non-brick and mortar businesses, as well as home based businesses).

TASK 7: MEETINGS ON 2020 EMPLOYEE GENERATION BY LAND USE STUDY— RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Conduct meeting with Technical Stakeholder Group on *2020 Employee Generation by Land Use Study* in accordance with scope
- Conduct joint meeting with Town Council and BOCC on *2020 Employee Generation by Land Use Study* in accordance with scope
- Revise Study in accordance with scope

HOUSING DEPT. STAFF

- Handle logistics for Technical Stakeholder Group meeting, and joint meeting of Town Council and BOCC
- Review and provide consolidated written comments on memo
- Conduct conference call with Clarion team to discuss memo, and reach mutual agreement on changes
- Provide Clarion written comments on revisions that need to be made to Study in accordance with scope

TRIPS

Three-day trip to Jackson

SCHEDULE

Completed: November 30, 2020

After completion of the draft Study, it will be submitted to Housing Department staff by Clarion for review and comment. Housing Department staff will review the draft Study and provide Clarion with a set of consolidated written comments on the draft. Subsequently, Clarion will conduct conference call(s) with staff to discuss the comments and reach consensus regarding revisions to the draft Study. Clarion shall then make mutually agreed-upon revisions and submit a Public Review Draft of *2020 Employee Generation by Land Use Study* Housing Department staff who will make it available to the Technical Stakeholder Group and public.

Task 7: Meetings on 2020 Employee Generation by Land Use Study

After the Public Review Draft of *2020 Employee Generation by Land Use Study* is released for public review, the Clarion team shall conduct a three-day trip to Jackson to conduct meetings on the Study with the Technical Stakeholder Group and a joint meeting of the Town Council/Board of County Commissioners.

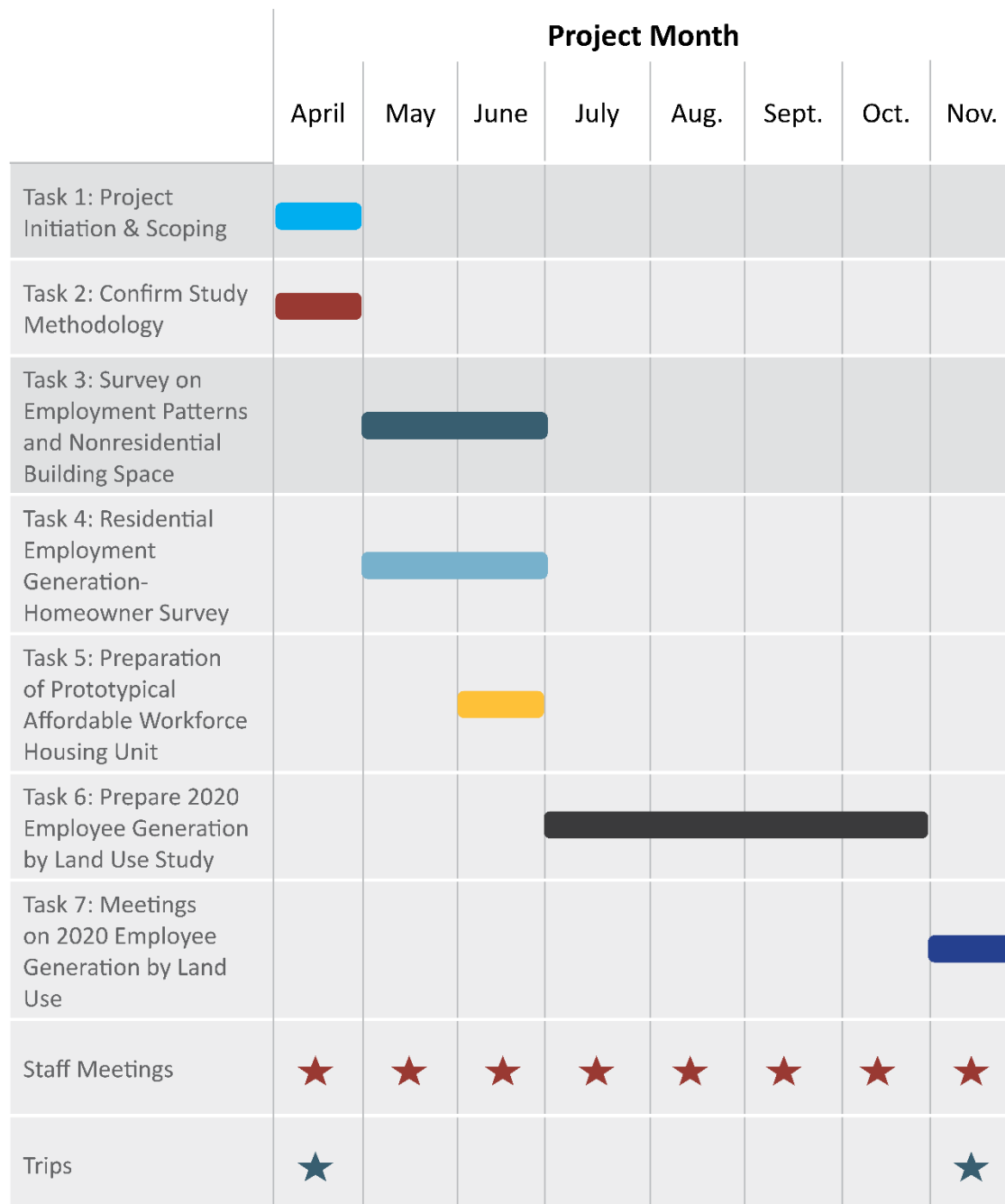
At the meeting with the Technical Stakeholder Group, the Clarion team shall overview the Study, answer questions, and receive input and comments from members of the stakeholder group.

The joint meeting of the Town Council/Board of County Commissioners shall be similar. The Clarion team will overview the Study, answer questions, and receive input and comments from the elected officials.

After these two presentations, Housing Department staff shall provide Clarion written comments/revisions to the Public Review Draft of the Study based on direction from the Town Council/Board of County Commissioners. Clarion shall then conduct conference call(s) about the comments and revisions and commit \$2,700 of professional time to make the revisions. After making the revisions consistent with this commitment, Clarion shall then provide Housing Department staff a final version of *2020 Employee Generation by Land Use Study*.

C. Schedule

The specific schedule and timeline for each task is specifically set down in each individual task in the work plan. Below we provide a graphic depiction of the schedule, by task, demonstrating how the project will be completed on a timely basis.



 Staff Meetings

 Trips

D. Unique Approach/ Technology

The Clarion Team's unique approach and technology used to support the approach are listed in the next section D.B: Methodology and Technology Proposed for the study.

E. Town/ County Staff Support

The specific responsibilities we expect of staff are identified in Tasks 1-7 of the work plan.

D. Responses to the Key Issues

A. Key Questions to be Addressed Through the Nexus Study

The response to D) a. about the study questions that are to be answered in 2020 *Employee Generation by Land Use* are included in Task 6 (along with other key issues that we suggest need to be answered).

B. Methodology and Technology Proposed for the Study

The methodology used for the update will generally follow the methodology used for the 2013 Study. It will be used because it directly links the need for affordable workforce housing to the employee demand (with wage differentials) created by the different types of development (land uses) in the community. It has been based on many years of practice experience and thought by Dr. Nicholas (and also by Mr. Richardson and Ms. King), in their work in designing exaction programs generally, and mandatory affordable housing programs specifically. Since the *Nollan v California Coastal Commission*, 483 U.S. 825 (1987), and *Dolan v City of Tigard*, 512 U.S. 374 (1994) decisions, there has been much debate amongst the planning and legal community about the best methodology to use to ensure mandatory affordable housing requirements comply with relevant legal principles. A law review article by Julian Juergensmeyer⁴ and Dr. Nicholas that will be published in the *John Marshall Law Review* (See “A Rational Nexus Approach to Workforce Housing Development Conditions,” (forthcoming spring 2020)) summarizes and specifically identifies the approach used in the recently adopted Town and County Housing Requirements (and 2013 Study) as the best and most legally defensible approach. Importantly, it has been outlined and discussed at conferences, and generally embraced by the legal scholars who have rejected most if not all other methodologies. For these reasons, this is the methodology we propose to use and build on. It is a methodology that is appropriate for all geographic regions of the country.

The technology that will be used in the analysis will include use of the principals of rational nexus in establishing the empirical relationships between development and the need for workforce housing. The rational nexus approach proposed herein is built on a statistical demonstration of the need for and cost of workforce housing in Jackson/Teton County. Such an approach requires the use of local data that reflect the situation of Jackson/Teton County. The data that are the bases of this analyses are local employment and earnings together with local real estate sales. The demonstration will be done utilizing the results of the Jackson/Teton County employer and homeowner surveys to establish the number and earnings of employee households by type of development and the need for housing in Jackson/Teton County. These results will be incorporated into a broader view of the Jackson/Teton County housing market and the extent to which the private Jackson/Teton County real estate market can meet some or all the projected need for workforce housing. Any resulting unmet need could be the bases for mitigation requirements.

⁴ Dr. Juergensmeyer is a preeminent legal scholar who has written extension on exaction issues. He is the author of *Urban Land Use Planning*, the hornbook used in law schools on land use law.

C. Ability to Replicate Proposed Methodology for Calculating Resident Workforce

There is no question that the methodology we propose is complex. However, the software used (Excel) is generally available and does not require specialized training. The written reports provide a complete description of the data and statistical methods utilized so that City/County staff could update the data and results when substantial changes have occurred, or when sufficient time has elapsed that updating is warranted. Excel spreadsheets have been and will continue to be provided to staff for their review and thus provide a basis for future updating of revisions when deemed necessary.

D. Experience and Approach for Engagement

We have been practicing in the profession for over 30 years, and have had the privilege and opportunity to assist communities address a variety of challenging and controversial issues like mandatory affordable workforce housing mitigation, open space and rural protection, wildlife habitat and environmental protection, downzoning, and development form and community character issues. Depending on the community and project, we have worked closely with elected officials and technical working groups in bringing projects to a successful conclusion. Because of this experience, we are skilled at working with citizens, staff, and elected officials to gain consensus on difficult issues like affordable workforce housing mitigation. We find that in working on complex issues, it is best to try and accurately summarize and simplify work to its most important core elements. In order for any regulatory program to be acceptable to the community it must be understood. Community understanding, in turn, requires an accurate and complete explanation of the background and data that are the bases of the program and how the results are responsive to recognized needs of the community. This effort will accomplish these goals through detailed reports and presentations that provide feedback loops to the elected officials, staff, the Technical Stakeholder Group, and the public.

E. Facilitation Approach

The primary purpose of engaging community leaders and community members within a planning process is to facilitate informed decision-making that will guide the process. Our approach to facilitation of project meetings is focused on having a clear target for the outcome of the meetings and using facilitation tools that will help participants make informed choices by translating complex topics into easy to understand terms and asking clear and discrete questions that participants feel informed to answer.

Our facilitation approach will begin before our first meeting with the Technical Stakeholder Group and the elected officials. We will conduct a videoconference with the staff's project management team to determine the critical meeting components:

- Project date, time, and location;
- Meeting objective(s) and critical questions to be answered by group;
- Approach for educating the group to help them make an informed decision;
- Approach for engaging the group in decision-making will be tailored to the questions being posed. Clarion has experience using a variety of tools and techniques to match facilitation needs;

- Assignment of “homework” that group members should complete prior to the meeting.

Meeting objectives will be stated clearly on the meeting agenda document that will be distributed prior to the meeting date, will be presented at the start of the meeting, and will be addressed at the end of the meeting to make sure that all participants agree that the objectives have been clearly met.

There will be a strong focus on using simple language and graphics to illustrate complex topics and calculations. These simplified and graphic terms will be used to educate participants about the fundamental concepts being evaluated in the Study and any decisions the community must make regarding the Study. At the end of the meetings, the facilitators will reflect on the meeting objectives and discuss with the participants and outstanding issues and the approach for resolving those issues.

The first set of kickoff meetings will be focused on the project process and methodology for developing the Study. This meeting will likely be more informative in nature, however, there may be key decisions that require feedback from the elected officials or the Technical Stakeholder Group.

The second set of meetings where the Study will be presented will focus on translating the steps in the process using user-friendly language and graphical depictions of key calculations. Elected officials and the Technical Stakeholder Group could be asked to provide feedback on the level of mitigation requirements or other policy-related questions.



E. Budget

As requested in the RFQ, we provide on the next page a proposed project budget that includes the number of hours for each task, team members responsible for the work, and hourly rates. Based on our approach, the not-to-exceed cost for the project is \$105,830.

As with the work plan, we emphasize this is a proposed budget, and we are more than willing to work with the Housing Department to align the work plan with the financial resources available for the project.

Proposed Budget: Jackson/Teton County Employee Generation by Land Use Study

Task	Clarion				JCN		RRC		Total
	Team Member	Richardson	King	Green	Sherman	Nicholas	Becher	Cares	
	Billable Rate \$/Hour	\$225	\$150	\$85	\$75	\$200	\$150	\$150	
Task 1: Project Initiation and Scoping									
1.1 Data and report collection				4					4
1.2 Review of data and reports		4	4	4		4			16
1.3 Project team conference call to discuss kickoff trip		1	1	1					3
1.4 Preparation for kickoff meetings (staff, TSG, Elected officials) - agendas and ppts		2	2	8	4				16
1.5 Kickoff trip (including travel)			24	24					48
Task 1: Total Hours		7	31	41	4	4	0	0	87
Task 1: Total Labor		\$1,575	\$4,650	\$3,485	\$300	\$800	\$0	\$0	\$10,810
Person trips			1	1					2
Task 1: Total Travel			\$1,730	\$1,510					\$3,240
Task 1: TOTAL		\$1,575	\$6,380	\$4,995	\$300	\$800	\$0	\$0	\$14,050
Task 2: Confirm Study Methodology									
2.1 Draft study methodology memorandum		4	2	1		4			11
2.2 Project team conference call to discuss memorandum		1	1	1		2			5
2.3 Final edits to memorandum		1	1	1		2			5
Task 2: Total Hours		6	4	3	0	8	0	0	21
Task 2: Total Labor		\$1,350	\$600	\$255	\$0	\$1,600	\$0	\$0	\$3,805
Person trips									0
Task 2: Total Travel									\$0
Task 2: TOTAL		\$1,350	\$600	\$255	\$0	\$1,600	\$0	\$0	\$3,805
Task 3: Survey on Employment Patterns and Nonresidential Building Space									
Task 3: Total Hours		4	4	4	0	8	92	8	120
Task 3: Total Labor		\$900	\$600	\$340	\$0	\$1,600	\$13,800	\$1,200	\$18,440
Person trips									0
Task 3: Total Travel									\$0
Task 3: TOTAL		\$900	\$600	\$340	\$0	\$1,600	\$13,800	\$1,200	\$18,440
Task 4: Residential Employment Generation - Homeowner Survey									
Task 4: Total Hours		4	4	4	0	8	100	26	146
Task 4: Total Labor		\$900	\$600	\$340	\$0	\$1,600	\$15,000	\$3,900	\$22,340
Person trips									0
Task 4: Total Travel									\$0
Task 4: Total		\$900	\$600	\$340	\$0	\$1,600	\$15,000	\$3,900	\$22,340
Task 5: Preparation of Prototypical Workforce Housing Unit									
5.1 Conference calls to discuss prototypical unit approach/data		2	2	2		1			7
5.2: Preparation of prototypical unit memo and call with staff		4	6	8		2			20
5.3: Final adjustments to prototypical unit memo		1	1	2		1			5
Task 5: Total Hours		7	9	12	0	4	0	0	32
Task 5: Total Labor		\$1,575	\$1,350	\$1,020	\$0	\$800	\$0	\$0	\$4,745
Person trips									0
Task 5: Total Travel									\$0
Task 5: Total		\$1,575	\$1,350	\$1,020	\$0	\$800	\$0	\$0	\$4,745
Task 6: Prepare 2020 Employee Generation by Land Use Study									
6.1 Prepare Staff Review Draft of Study		4	30	80	8	28			150
6.2: Project team calls to discuss		2	2	2		2			8
6.3: Prepare Staff Edits - Draft Public Review Draft of Study		4	16	40		12			72
Task 6: Total Hours		10	48	122	8	42	0	0	230
Task 6: Total Labor		\$2,250	\$7,200	\$10,370	\$600	\$8,400	\$0	\$0	\$28,820
Person trips									0
Task 6: Total Travel									\$0
Task 6: Total		\$2,250	\$7,200	\$10,370	\$600	\$8,400	\$0	\$0	\$28,820
Task 7: Meetings on 2020 Employee Generation by Land Use Study									
7.1 Project team conference call to discuss study presentation trip		1	1	1					3
7.2 Preparation for meetings (staff, TSG, Elected officials) - agendas and ppts		2		2	4				8
7.3 Study presentation trip (including travel)		16	24						40
7.4 Final edits to study		2	6	16					24
Task 7: Total Hours		21	25	19	4	0	0	0	69
Task 7: Total Labor		\$4,725	\$3,750	\$1,615	\$300	\$0	\$0	\$0	\$10,390
Person trips		1	1						2
Task 7: Total Travel		\$1,730	\$1,510						\$3,240
Task 7: Total		\$6,455	\$5,260	\$1,615	\$300	\$0	\$0	\$0	\$13,630
Project Total Hours		59	125	205	16	74	192	34	705
Project Total Labor		\$13,275	\$18,750	\$17,425	\$1,200	\$14,800	\$28,800	\$5,100	\$99,350
Travel Expenses		\$1,730	\$3,240	\$1,510	\$0	\$0	\$0	\$0	\$6,480
Total Fees: Labor and Expenses		\$15,005	\$21,990	\$18,935	\$1,200	\$14,800	\$28,800	\$5,100	\$105,830

CLARION



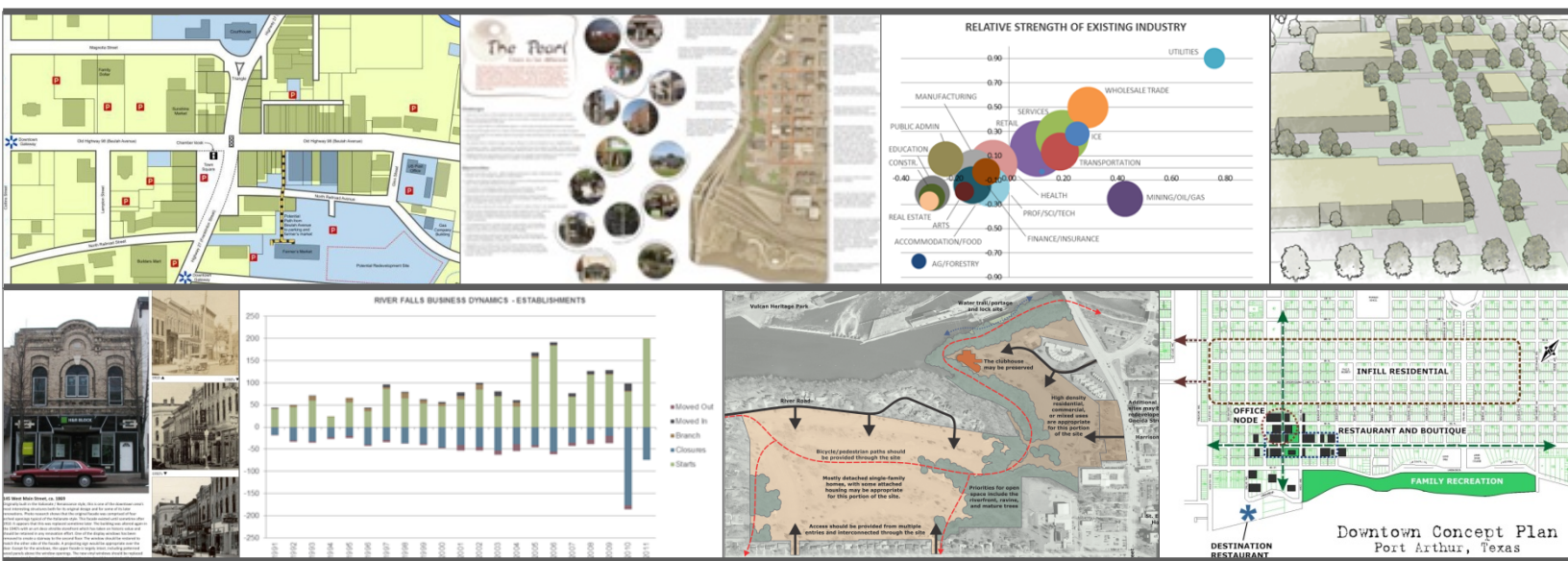
Planning | Zoning & Land Use | Real Estate | Sustainability & Resiliency

PROPOSAL

EMPLOYEE GENERATION BY LAND USE STUDY

Teton County, Wyoming & Town of Jackson, Wyoming

27 February 2020



PLACE DYNAMICS LLC

3090 South Country Lane
New Berlin • Wisconsin • 53146
www.placedynamics.com

Contact: Michael Stumpf, AICP, CECd

Phone • (262) 510-2131

Email • michael.stumpf@placedynamics.com

27 February 2020

Jackson/Teton County Housing Department
Attn: April Norton
320 South King Street, Box 575
Jackson, WY 83001

RE: Proposal for Employee Generation by Land Use Study (Housing Nexus Study)

Thank you for the opportunity to submit this proposal to assist the Town of Jackson and Teton County in conducting an Employee Generation by Land Use Study. Place Dynamics has extensive experience analyzing housing markets across the United States, grounded in a very strong analytical approach to developing and applying customized economic models.

Members of our team have travelled to Jackson, WY twice over the past three months, and have seen first-hand the consequences of a severely constrained housing market. In fact, one of our team member's kids is currently working at the Jackson Hole Mountain Ski resort while paying \$800/month for a shared bedroom in Jackson. A college friend recently secured housing in one of the Housing Department's townhomes in Teton Village. Another friend is living outside Victor, joining thousands of others commuting over the pass on a daily basis.

To address growth management and quality of life concerns, the County's Comprehensive Plan aims to **"Ensure we house over 65% of the workforce locally"** and to **"Mitigate impacts from new development and address loss of existing workforce housing stock."** While the County faces enormous challenges meeting these goals, there are signs of success. As noted in the draft 2020-2025 Housing Supply Plan, the *decline* in percent of workers living locally has tapered off. Furthermore, there are 747 affordable housing units in the development pipeline, including 277 deed restricted units.

The Housing Nexus Study will replace the existing 2013 study, and will provide the objective data needed to make informed policy decisions that will help preserve existing affordable housing and stimulate new affordable housing. The study will carefully map out and quantify the relationship between new commercial and residential development and the employees needed to support those

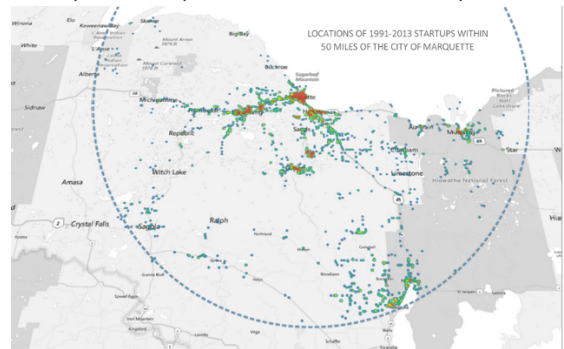


Figure 1 Place Dynamics has pioneered the use of NETS data to map out and better understand local economic conditions using large data sets which identify new business formation across the U.S.

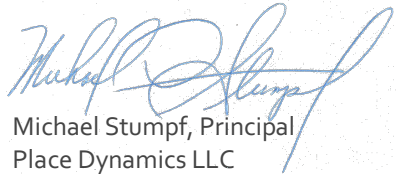


Figure 2 The Homesteads at Teton Village. Source: www.buckrail.com.

types of development, including non-brick-and-mortar businesses. In addition, the study shall examine and document existing job growth, job distribution, and workforce characteristics in order to better understand to the gaps between incomes and housing costs.

While this proposal lays out our recommended approach and qualifications, I would encourage you to visit our website (<http://www.placedynamics.com>) to learn more about our work and capabilities. I can answer any questions you may have concerning our proposal. I may be reached directly at (262) 510-2131, or via email michael.stumpf@placedynamics.com. I will look forward to your decision.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Stumpf", is written over a faint, dotted rectangular background.

Michael Stumpf, Principal
Place Dynamics LLC

QUALIFICATIONS

Place Dynamics was established in 2005 to provide insight and strategy for community and economic development. We practice in the three core areas of economic development strategy, market and economic analysis, and business district vitality. Our work includes approximately 200 assignments across most of the United States and Canada.

The following is a summary of our qualifications for this project as requested in the RFQ.

A. PROPOSED PROJECT TEAM

Place Dynamics has assigned two of our most experienced staff to this project. Resumes are provided on the following pages.

- **Michael Stumpf.** Michael will be the Principal in Charge. His role will be to lead the analysis and to participate in the technical stakeholder group. He will be the lead author for the report. Michael has spent 30 years in market research and economic development in the private sector, in local government, and as a consultant. He has been at the forefront of introducing new data sources and techniques in the field, resulting in greater accuracy and more descriptive information from which to make decisions.
- **Andrew Dane.** Andrew will be the Project Manager. His role will be coordinating communications with the client Project Manager. He will assist with the analysis and report writing, and serve as the lead facilitator for the technical stakeholder group. Andrew has 23 years of experience in planning and economic development, including extensive housing related experience as an investor, community development director, and consultant for both municipalities and developers.

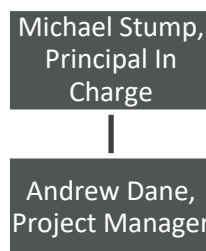


Figure 3 Organizational Chart

MICHAEL STUMPF

Principal

Education

MS Urban/Economic Geography
BS Public Administration
Northern Illinois University

Certifications

American Institute of Certified
Planners (AICP) – #019408
Certified Economic Developer
(CEcD) – #1782

Professional

American Planning Association
International Economic
Development Council
Mid-America Economic
Development Council (Board)
National Trust for Historic
Preservation
Wisconsin Downtown Action
Council (Board, President)
Wisconsin Economic Development
Association

Michael Stumpf is a community strategist with more than thirty years of experience in government and as a private consultant. Michael is an expert in applying market intelligence to craft effective community and economic development strategies.

After beginning his career in retail development, Michael spent 15 years as an economic development director for communities in Illinois, Wisconsin, and Colorado. In 2005 he left his position as the economic development director for the City of Boulder, Colorado, to form Place Dynamics.

Through more than 140 projects in 27 states and provinces, Michael has gained extensive knowledge of the alternative approaches employed in various regions of the country, and in differing types of urban and rural communities. His work in economic development and downtown revitalization has received several professional awards.

As an economic development director, Michael was instrumental in implementing business district strategies in both downtowns and emerging commercial areas. He has continued to make revitalization a large part of his consulting practice, incorporating his background in market analysis and knowledge of development. Michael has been on the board of the Wisconsin Downtown Action Council since 1996.

Michael has expertise in business location decision-making in both the retail and primary industry sectors. He has authored numerous articles on industrial site selection and retail markets. Michael applies this knowledge in helping communities to site and plan successful commercial business districts and employment centers. His retail work encompasses all types of commercial areas, mixed-use neighborhoods, and shopping centers. He has conducted the market feasibility, site selection, and development planning for business or industrial parks with public and private investment approaching \$1 billion.

Michael's work in community planning has tended to focus on market-driven approaches and small area development or redevelopment plans. These have included neighborhoods, development sites, parks, and waterfronts, in addition to comprehensive planning and related activities such as impact fees, economic impact analysis, and demographic or economic studies.

Experience

BUSINESS DISTRICTS AND REDEVELOPMENT

- 124th St and Lisbon Rd Redevelopment Plan, Brookfield, WI
- Allen Creek / Union St. Redevelopment Plan, Evansville, WI
- Commercial Corridor Plans, Appleton, Wisconsin
- Commercial Corridors Study, Rochester, New York
- Downtown Concept Plan, Port Arthur, Texas
- Downtown Plan, Appleton, Wisconsin
- Downtown Plan, Belvidere, Illinois
- Downtown Plan, Boulder, Colorado
- Downtown Plan, Clintonville, Wisconsin
- Downtown Plan, Elm Grove, Wisconsin
- Downtown Plan, Marshfield, Wisconsin
- Downtown Plan, Mazomanie, Wisconsin
- Downtown Plan, Menasha, Wisconsin
- Downtown Plan, Whitewater, Wisconsin
- Downtown Redevelopment Sites, Janesville, Wisconsin
- Downtown Strategic Assessment, Sioux City, Iowa
- Fox River Corridor Redevelopment Plan, Appleton, WI
- Hawthorn Melody Redevelopment, Whitewater, WI
- Hilltop Small Business Study, Columbus, Ohio
- International Marketplace, Indianapolis, Indiana
- Interstate 94 Corridor Plan, Raymond, Wisconsin
- James Street Redevelopment Plan, Whitewater, WI
- Jefferson Street Redevelopment Plan, Whitewater, WI
- Layton Boulevard Strategy, Milwaukee, WI
- Near West Side Strategy, Milwaukee, Wisconsin
- Oneida Street Corridor Plan, Appleton, Wisconsin
- Redevelopment Area Plan, Wausau, Wisconsin
- Richmond Street Corridor Plan, Appleton, Wisconsin
- Superior Trade Zone Strategy, Michigan
- Town Center Plan, Ledgeview, Wisconsin
- Town Center Plan, Raymond, Wisconsin
- Town Center Plan, Tylertown, Mississippi
- Washington Av Redevelopment Workshop, Madison, WI
- Water Street Redevelopment Plan, Menasha, Wisconsin
- Whitewater Hotel Redevelopment, Whitewater, WI
- Wisconsin Avenue Corridor Plan, Appleton, Wisconsin

ECONOMIC DEVELOPMENT

- Business Climate Study, Webster County, Iowa
- Business Development Toolkit, Moffat County, Colorado
- Business Incubator Feasibility Study, Farmington Hills, MI
- Business Incubator Feasibility Study, La Crosse, Wisconsin
- Business Incubator Feasibility Study, River Falls, Wisconsin
- Business Incubator Feasibility Study, Woodinville, Wash.
- Commercial Development Program, Boone County, Illinois
- Coworking and Entrepreneurship Study, Idaho Falls, Idaho
- Coworking and Entrepreneurship Study, Southeastern WI
- Coworking Feasibility Study, Orlando, Florida
- Destination Development Plan, Pagosa Springs, Colorado
- Disaster Recovery Strategy, Schoharie County, NY
- Downtown Redevelopment Practices Analysis, Wisconsin
- Economic Benchmark Analysis, Santa Fe, New Mexico
- Economic Cluster Analysis, 7-County Region, Iowa
- Economic Development Assessment, Escambia Co., FL
- Economic Development Analysis, East Stroudsburg, Penn.
- Economic Development Organizational Study, SW Colorado
- Economic Development Assessment, Pleasantville, NJ
- Economic Development Marketing, Sun Prairie, Wisconsin
- Economic Development Plan, Marquette, Michigan
- Economic Development Plan, Mazomanie, Wisconsin
- Economic Development Plan, Vernon County, Wisconsin
- Economic Development Strategy, Whitewater, Wisconsin
- Economic Recovery Planning, Bay St. Louis, Mississippi
- Economic Recovery Planning, Minot, North Dakota
- Enterprise Zone Marketing Strategy, Belvidere, Illinois
- Entrepreneurial Development Strategy, Gilbert, Arizona
- Food Innovation Center Feasibility Study, Eureka, CA
- Incentives Study, Spruce Grove, Alberta, Canada
- Industry Analysis and Marketing, Ogdensburg, NY
- Industry Target and Marketing Plan, Coos County, NH
- Industry Target and Marketing Plan, Spruce Grove, AB
- Industry Target and Marketing Plan, Stony Plain, AB
- Industry Target Study, Webster County, Iowa
- Manufacturing Jobs and Port Study, Eureka, California
- Manufacturing Relocation Study, Chicago Region, IL
- Natural / Organic Food Industry Initiative, Boulder, CO
- Retail Development Workshop, Kansas
- Retail Development Workshop, South Dakota
- Retail Trade Study, Lake County, Ohio
- Rural Tourism Asset Map, Rock/Henry/Mercer Cos., IL
- Targeted Industry Market Development, Rockford, IL
- Tourism Development Plan, Whitewater, Wisconsin
- Tourism Strategy, Okeechobee County, Florida

MARKET ANALYSIS AND DEVELOPMENT STRATEGIES

The projects listed below are representative of Michael extensive experience. He has conducted the market research, site selection, and feasibility analysis for more than 80 public or private commercial development projects across the nation.

- 28th and Jay Development Impact Analysis, Boulder, CO
- Banquet and Lodging Analysis, Lake Mills, Wisconsin
- Best Use Analysis, Little Chute, Wisconsin
- Cottage Grove Road Analysis and Strategy, Madison, WI
- Development Opportunities Analysis, Blair, Wisconsin
- Development Opportunities Analysis, Holmen, Wisconsin
- Development Opportunities Analysis, Hudson, Wisconsin
- Development Opportunities Analysis, Oakdale, Wisconsin
- Downtown Market Analysis and Strategy, Ripon, WI
- Economic Benchmark Application, Santa Fe, New Mexico
- Economic Impact Analysis, Monroe, Wisconsin
- Economic Impact Analysis, Stoughton, Wisconsin
- Grocery Development Study, Madison, Wisconsin
- Hotel & Conference Center Analysis, Kingman County, KS
- Hotel Development Analysis, Ripon, Wisconsin
- Hotel Feasibility Analysis, Cheraw, South Carolina
- Hotel Feasibility Analysis, New Roads, Louisiana
- Hotel Feasibility Analysis, St. Francisville, Louisiana
- Housing Development Site Analysis, Munising, Michigan
- Housing Needs Analysis, Whitewater, Wisconsin
- Housing Development Site Analysis, Woodstock, Illinois
- Impact Fee Review, Oak Grove, Wisconsin
- Impact Fee Review, Somerset, Wisconsin
- Impact Fee Review, St. Joseph, Wisconsin
- Keweenaw Mountain Lodge Analysis, Copper Harbor, MI
- Market Analysis & Recruitment Plan, Bay St. Louis, MS
- Market Analysis, Belvidere, Illinois
- Market Analysis and Strategy, Alamogordo, New Mexico
- Market Analysis and Strategy, Gallup, New Mexico
- Market Analysis and Strategy, Jamestown, North Dakota
- Market Analysis and Strategy, Mazomanie, Wisconsin
- Market Analysis and Strategy, Oakdale, Wisconsin
- Market Analysis and Strategy, Trinidad, Colorado
- Market Analysis and Strategy, Whitewater, Wisconsin
- Meeting and Hospitality Analysis, Lake Mills, Wisconsin
- Near West Side Market Analysis, Milwaukee, Wisconsin
- Northside Market Analysis, Madison, Wisconsin
- Pharmacy Study, Red Cliff Band of Chippewa, Wisconsin
- Retail Market Study and Strategy, Tulsa, Oklahoma
- Retail Trade Study, Lake County, Ohio
- Sales and Economic Impact Analysis, Murrysville, PA

OFFICE/INDUSTRIAL PARK DEVELOPMENT

- Bluff Road Commercial Corridor, Whitewater, Wisconsin
- Enterprise Business Center, Racine County, Wisconsin
- Highway 14 Industrial Park, Mazomanie, Wisconsin
- Northcentral Iowa Ag-Industrial Center, Fort Dodge, IA
- Williams Value-Added Agricultural Park, Williams, Iowa
- Whitewater Business Park, Whitewater, Wisconsin

URBAN PLANNING

Michael has led or participated in many planning projects including visioning exercises and interactive workshops, comprehensive plans, neighborhood plans, and park plans.



ANDREW DANE

Education

MS Urban/Regional Planning
University of Arizona
BS Conservation Biology
University of Wisconsin-Madison

Certifications

American Institute of Certified
Planners (AICP) – #025561
LEED AP Neighborhood
Development (LEED AP ND), U.S.
Green Building Council
ENVISION Sustainability
Professional (ENV SP), Institute for
Sustainable Infrastructure

Professional

American Planning Association
Wisconsin Downtown Action
Council
US Green Building Council

Andrew Dane is an urban planner with over twenty years of experience assisting both rural and urban communities as well as private industry. Andrew is a highly skilled and confident group process leader and facilitator, with extensive experience designing and leading public participation and community engagement processes. He specializes in project planning, feasibility and implementation of complex projects including downtown and neighborhood revitalization; land use planning; and economic development. Andrew has successfully secured more than \$100M in tax credits and grants for his clients.

After launching a successful landscaping company after college, Andrew spent 10 years as an economic development director for the City of South Tucson and as a Community Economic Development Educator for University of Wisconsin-Extension. Prior to joining Place Dynamics Andrew was Senior Community Development Specialist with Short Elliott Hendrickson Inc - a regional planning and engineering firm - where he provided community, economic development, and urban planning services for clients throughout the Midwest.

Andrew is actively engaged in his neighborhood and community, founding the Lawrence City Park Neighborhood Association and co-founding Neighborhood Investments, LLC, a small real estate management firm rehabilitating blighted residential and commercial properties.

Andrew contributes his expertise to Place Dynamics as a contract employee on a project basis. He and Michael have developed a strong work synergy having completed over one dozen projects together.

Experience

BUSINESS DISTRICTS AND REDEVELOPMENT

- Towers Area Market Study, Wausau, Wisconsin
- South Riverfront Master Plan, Wausau, Wisconsin
- Downtown Plan, Appleton, Wisconsin
- Downtown Plan, Clintonville, Wisconsin
- Downtown Plan, Marshfield, Wisconsin
- Downtown Plan, Menasha, Wisconsin
- Strategic Plan, Chippewa Falls Main Street
- Downtown Plan, Porter, IN
- Downtown Revitalization Plan, Gering, IN
- Downtown Plan, Sherwood, WI
- Downtown Plan, Elm Grove, WI
- Downtown Corridor Plan, E. Stroudsburg, PA

ECONOMIC DEVELOPMENT

- Opportunity Zone Marketing, Menasha, WI
- Riverside North Master Development Team, La Crosse, WI
- Pocket Neighborhood Development, Eau Claire, WI
- Community Housing Plan, City of South Tucson, AZ
- Economic Development Plan, Vernon County, Wisconsin
- Economic Impact and Tourism Study, N. WI State Fair
- Cost of Community Services, Cleveland Township, WI
- Strategic Business Plan, West WI Rail Transit Authority
- Brownfields Historic Fill Permit, Neenah, WI
- Water System Capacity Study, Eau Claire, WI
- Business Park Feasibility Study, Eau Claire, WI
- IMPLAN Impact Studies, Barron County, WI
- IMPLAN Impact Studies, Chippewa County, WI

MARKET ANALYSIS AND FEASIBILITY STUDIES

- Retail District Market Analysis, Tulsa, OK
- Retail Market Analysis and Small Business Opportunity Study, Columbus, OH
- Biomass Feasibility Study, Bad River Tribe, WI
- Business Retention/Expansion Study, NW WI
- Economic Impact of Crafts/Arts, NW WI
- Marketing Co-op Feasibility Study, Six Rivers Co-Op, WI
- Value-Added Wood Product Study, MRRPC, WI

- Biomass Feasibility Study, Boise Forte Tribe, MN
- Recycling Feasibility Study, Chippewa County, WI
- Solid Waste/Recycling Plan, La Crosse, WI
- Solid Waste/Recycling Plan, Fond Du Lac Tribe, WI
- Downtown Market Analysis, Sherwood, WI
- Energy Conservation Plan, Chippewa County, WI
- Visitor Survey, Pagosa Springs, CO
- Bioefuls Feasibility Study, MRRPC, WI
- Biofuels Feasibility Study, Thilmany Papers, WI
- Biofuels Due Diligence Study, Xcel Energy, WI
- Ethanol Expansion Feasibility Study, ACE Ethanol, LLC
- Energy Conservation Plan, Oneida Tribe, WI
- Strategic Plan, Chippewa County, WI

LAND USE AND TRANSPORTATION PLANNING

- Trail Master Plan, Appleton, WI
- Bicycling and Pedestrian Plan, Fish Creek, Wisconsin
- Bicycling and Pedestrian Wayfinding Plan, ECWRPC
- Transportation Plan, Sherwood, WI
- 54th Street Preliminary Design, Edina, MN
- Miller's Bay Neighborhood Streetscape Design Plan, Oshkosh, WI
- Planning Services, Newburg, WI
- Comprehensive Plan, Whitehall, WI
- Downtown Parking Study, Fish Creek, WI
- River Management Plan, Kiel, WI
- Master Land Use Plan Update, La Crosse County, WI
- Waterfront Master Plan, Fish Creek, WI
- Comprehensive Plan Workshop, Marshfield, WI
- Comprehensive Plan, Stevens Point, WI
- Comprehensive Plan, Appleton, WI
- Kinnickinnick River Corridor Plan, River Falls, WI
- Comprehensive Outdoor Recreation Plan, Suring, WI
- Comprehensive Plan, Barron County, WI
- Arrowhead Park Master Plan, Neenah, WI
- Flood Management Plan, Milwaukee, WI
- Wayfinding and Streetscape Design Plan, Fish Creek, WI
- Parking Study, Egg Harbor, WI

PROJECT FUNDING

- \$500K EDA Grant Application, Eureka, CA
- \$500K REAP Grant Application, ACE Ethanol, LLC
- \$500K REAP Grant Application, Fox River Energy, LLC
- \$250K CDIG Grant Application, Eau Claire, WI
- \$500K TAP Grant Application, Waupaca, WI
- \$75K Fund for Lake Michigan Application, Fish Creek, WI
- \$25K CDBG Planning Grant, Clintonville, WI
- \$25K CDBG Planning Grant, Port Washington, WI
- \$300K CDBG Infrastructure Grant, Lowell, WI
- 500K Infrastructure Grant, Tigerton WI
- \$7.4M USDA RD Grant/Loan, Birnamwood, WI
- \$100M Empowerment Zone Tax Credits, S. Tucson, AZ
- \$500K HOME Grant Funds, S. Tucons, AZ
- \$400K CDBG Grant Application. S. Tucson, AZ
- \$250K USDA RD Housing Grant, S. Tucson, AZ
- \$250K USDA Energy Grant, Thilmany Papers, WI
- \$1M Historic Tax Credit Application, Private Developer
- Tax Increment Financing Sherwood, WI
- Roadway Special Assessments, Sherwood, WI

B. FIRM/TEAM EXPERIENCE

Housing is often a critical issue in planning, as well as a focus of government action in its own right. Place Dynamics has a long history of supporting housing development through housing market research, neighborhood or comprehensive planning, and housing strategies. The following are examples of this work.

HOUSING MARKET RESEARCH AND STRATEGIES

- Housing Impact Fee Reviews, Somerset, St. Joseph, Oak Grove, Wisconsin
- South Riverfront Market Study, Wausau, Wisconsin
- Towers Area Market Study, Wausau, Wisconsin
- Best Use Analysis, Little Chute, Wisconsin
- Hilltop Neighborhood Market Analysis and Strategy, Columbus, Ohio
- Housing Development Site Market Analysis, Munising, Michigan
- Housing Program / GDBG Program, Whitewater, Wisconsin
- Housing Recovery Planning, Minot, North Dakota
- Housing Redevelopment Site Review, Milwaukee, Wisconsin
- Market Analysis and Strategy, East Stroudsburg, Pennsylvania
- Near West Side Analysis and Strategy, Milwaukee, Wisconsin
- Seven Bridges Development, Holmen, Wisconsin
- Comprehensive Plan, Appleton, Wisconsin
- Comprehensive Plan, Blair, Wisconsin
- Comprehensive Plan, Clintonville, Wisconsin
- Comprehensive Plan, Menomonee Falls, Wisconsin
- Comprehensive Plan, Oakdale, Wisconsin
- Comprehensive Plan, West Milwaukee, Wisconsin
- Downtown Plan, Elm Grove, Wisconsin
- Downtown Plan, Menasha, Wisconsin
- Downtown Plan, Marshfield, Wisconsin
- Downtown Riverfront, Janesville, Wisconsin
- East Site Neighborhood Plan, McFarland, Wisconsin
- International Marketplace Strategy, Indianapolis, Indiana
- New Town Center Analysis and Strategy, Ledgeview, Wisconsin
- Redevelopment Project Analysis, Ripon, Wisconsin

C. LEGAL EXPERIENCE

None

D. REFERENCES

The following individuals may be used as references.

Kim Mitchell, Director of Community Relations and Programs

Town of Lyons

PO Box 49

Lyons, CO 80540

(303) 823-6622 (ext. 35)

- Town of Lyons Hotel Feasibility Study

Dustin J. Wolff, AICP, Senior Planner

Mead & Hunt

10700 West Research Drive, Suite 155

Wauwatosa, WI 53226

(414) 935-4240

dustin.wolff@meadhunt.com

- Ledgerview Town Center Analysis and Strategy
- Dining/Banquet/Lodging Study for Sandy Beach

Peter Kelly, Business Development Coordinator

(Formerly with Town of Gallup, NM)

Town of West Chicago

475 Main Street

West Chicago, IL 60185

pkelly@westchicago.org

- Retail/Dining/Lodging Market Analysis

Daniel Shea, Community Development Director

(Formerly with Kingman County EDC)

Town of Abilene

419 N. Broadway St.

P.O. Box 519

Abilene, KS 67410

(785) 263-2355

development@abileneTownhall.com

- Kingman Conference Center/Hotel Study

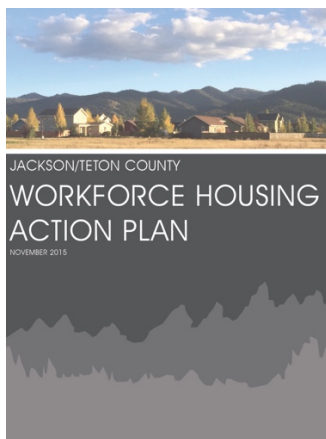


Figure 4 The Housing Action Plan maps a new community-driven course for the future of housing production, preservation, and management. Based on policy directives from the Jackson/Teton County Comprehensive Plan and informed by eight housing studies prepared since 2007.

WORK PLAN

A. TECHNICAL APPROACH AND METHODOLOGY

Place Dynamics will utilize the industry standard for developing housing nexus studies. This methodology includes the following steps:

1. Identify the number and price points of new housing units induced and commercial development.
2. Estimate the minimum income associated with new resident households based on affordability criteria.
3. Identify the impacts of new household spending on local job growth.
4. Estimate the number of worker households by income level, and quantify their associated housing demand.
5. Calculate appropriate fees based on workforce housing unit demand per new market rate unit and commercial development.

B. SCHEDULE

The following detailed project schedule to complete the feasibility study is based on an initiation date of April 6, 2020. We can work with the Town to determine a final schedule that meets its specific needs.

Task 1.....	April 6
Stakeholder Interviews	Week of April 30
Finalize methodology based on stakeholder input.....	May 1
Task 2	May 15
Task 3.....	July 15
Task 4	Aug 15
Task 5.....	Oct 1
Draft report.....	Oct 15
Task 6.....	Nov 1

C. UNIQUE APPROACH/TECHNOLOGY

Place Dynamics has pioneered the use of NETS (National Establishment Time Series) data to analyze and understand local economies. To develop a better understanding of the impact of business growth on local workforce demand we will review commercial records and match them with NETS data, providing a more accurate estimate of local market growth. We will also use GIS to identify home based businesses which have been created in the region but which are not showing up in local permit records. This will provide a more robust and comprehensive picture of the impact of nontraditional business growth on the local economy, including the associated increased demand for workforce housing.

D. TOWN/COUNTY STAFF SUPPORT

We will need Town/County staff support to help arrange stakeholder meetings, and to provide access to building permit data when not publicly available on the internet.

RESPONSES TO THE KEY QUESTIONS

Our team is known for its exceptional public participation skills and insightful presentations. If we are selected for this assignment we will modify the approach below to meet the needs of the Town.

A. KEY QUESTIONS

- i. How many employees are generated by the construction of new commercial and residential development broken out by type of new development/redevelopment and job sector.
- ii. What types of existing jobs are there, and what are their associated wages?
- iii. What is the percent of workforce living locally (within Teton County).
- iv. How many jobs are being created by non-brick and mortar businesses? What are the associated wages and where are the jobs located? Can these businesses be required to mitigate for their impacts through housing requirements or other methods?

B. METHODOLOGY AND TECHNOLOGY

Task 1: Background analysis and kick off meeting

- 1.1 We will review all of the previously completed studies and prepare a set of questions for the kick off meeting.
- 1.2 At the kick off meeting we will review and discuss the proposed methodology.

Task 2: Estimate the affordability gap

- 2.1 For this task we will review and update as necessary the results of prior studies.

Task 3: Housing nexus study

3.1 Residential and commercial market baseline. We will use data provided by the Town and County to quantify and describe the types and price points of new residential and commercial development.

3.2 Nexus analysis. To estimate maximum impact fees which can be charged we will follow these steps:

- Identify historical sales prices and annual gross rents for new housing units over the past 5-year period.
- Calculate household income distribution for new buyers and renters of 5-year period.
- Calculate total consumer expenditures of all new household types using IMPLAN.
- Estimate the number of new employees needed to serve the increased economic activity estimated using IMPLAN.
- Modify employment growth using 65% target figure from the Comprehensive Plan.
- Identify number of new households generated by new employees based on average number of wage earners per household as determined by the census.
- Estimate employee incomes by using the average wage by occupation for industry sectors analyzed.
- Convert employee incomes to household incomes.
- Use prior study benchmarks to estimate number of new employee households based on AMI thresholds.
- Multiply the affordability gap by the number of households requiring workforce housing and divide by the number of units in each prototype to establish a maximum housing impact fee per unit.

Task 4: Commercial nexus study

The commercial nexus study will estimate the increase in demand associated with new commercial development and redevelopment with the following steps:

- Identify commercial prototypes and sizes for desired categories (office, retail, hospitality, etc.)
- Establish SF/worker benchmarks for each prototype and associated number of employees.
- Adjust anticipated number of new employees required using 65% live/work target used in housing nexus study.
- Calculate number of households associated with new employees.
- Estimate employee incomes using average occupational wages associated with new commercial space using regional labor market figures.
- Convert employee incomes to household incomes.
- Use prior study benchmarks to estimate number of new employee households based on AMI thresholds.

- Multiply the affordability gap by the number of households requiring workforce housing and divide by the number of units in each commercial prototype to establish a maximum housing impact fee per unit.

Task 5: Strategic Planning

5.1 We will prepare a benchmark study to document what fee levels have been adopted by jurisdictions with similar programs.

5.2 We will facilitate a series of meetings with the stakeholder team and local developers over a one-week period to review and discuss the results of the previous tasks. Key questions to address will include:

- What will be the impact of altering the existing fee schedule?
- What levels of impact would substantially impact the local market?
- How would new fee structures impact use of alternative mitigation requirements?
- What exclusions or exemptions should be considered, if any?

Task 6: Draft and final reports

6.1 Based on results of prior tasks we will recommend a new fee schedule and prepare draft and final reports.

C. REPLICATION METHOD

We recommend the Town/County staff replicate the resident workforce percentage by benchmarking current estimates with Average Annual Daily Traffic Counts (AADTs) and then modifying the figure based on traffic changes. This can be done in a manner that adjusts for leisure travel.

D. EXPERIENCE AND APPROACH TO PRESENTING, FACILITATING, AND COMMUNICATING

Place Dynamics has expertise in facilitating small and large groups using a diverse set of tools. We are trained in best practices and follow the International Association for Public Participation (IAPP) methodology which begins with an assessment defining overall goals, the types of appropriate tools to use and when, as well as an explicit acknowledgement of how the information gathered will be used.

E. FACILITATION APPROACH

For this project we would prepare a Stakeholder Engagement Plan with the client prior to project initiation. We have found that nominal group meeting techniques work well for complex projects such as these, however we also anticipate focus groups and key informant interviews.

BUDGET

Place Dynamics will complete the Housing Nexus Study for a flat not to exceed fee of **\$104,900**. This is inclusive of the cost of data, materials, and travel to complete the project as described in the proposal.

		Dane		Stumpf		SUBTOTAL
HOURLY RATE		100		125		
TASK NO. AND DESCRIPTION		HRS.	COST	HRS.	COST	
1	Background Analysis & Kick Off	40	4000	40	5000	\$9,000
2	Estimate affordability gap	24	\$2,400	16	\$2,000	\$4,400
3	Housing nexus study	200	\$20,000	40	\$5,000	\$25,000
4	Commercial nexus study	180	\$18,000	40	\$5,000	\$23,000
5	Strategic planning	60	\$6,000	40	\$5,000	\$11,000
6	Draft and final reports	100	\$10,000	60	\$7,500	\$17,500
TRAVEL						\$10,000
DATA						\$5,000
TOTALS		604	\$60,400	236	\$29,500	\$104,900

Place Dynamics typically bills on a monthly cycle for costs incurred during the prior period. Payment is due within 30 days of the invoice date.

Place Dynamics maintains general liability (\$2 million), professional liability (\$1 million), business auto (\$1 million) and workers compensation policies and can provide documentation upon request. We are registered in the State of Wisconsin as a limited liability company. Place Dynamics is recognized as a service-disabled veteran-owned business (SDVOB).



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: January 23, 2020

MEETING DATE: January 28, 2020

SUBMITTING DEPARTMENT: Affordable Housing

DEPARTMENT DIRECTOR: April Norton

PRESENTER: April Norton

SUBJECT: Housing Nexus Study Request for Qualifications

STATEMENT/PURPOSE

The purpose of this staff report is to provide the Board of County Commissioners ("Board") and Town Council ("Council") with:

1. a Request for Qualifications ("RFQ") for an Employee Generation by Land Use Study ("nexus study"); and
2. a timeline for the release, initiation, and completion of the study.

BACKGROUND/ALTERNATIVES

The Jackson/Teton County Comprehensive Plan ("Comp Plan") establishes the goal of housing at least 65% of our workforce locally. The Comp Plan includes a variety of strategies to achieve this goal, including Policy 5.3.a which requires developers to mitigate their impact on the availability of housing that is affordable to the local workforce. To implement housing mitigation requirements based on the Comp Plan, an update to the housing nexus study was necessary to establish a rational nexus between the fee and needs created by development. That study was completed in 2013.

In 2017, the planning and housing departments began updating Town zoning in Districts 3-6, Housing Requirements ("mitigation program"), and the rules that govern the housing program ("rules and regs"). Over 200 individuals provided comments on the zoning, mitigation program, and rules and regs. The updates to the zoning, mitigation program, and rules and regs were adopted by the Council and Board in July 2018. Major policy changes included incentives for developers to build workforce housing in the Town and a move to a mitigation program based on employee generation that requires developers to mitigate for the employees their development creates who earn less than 200% of median family income. The employee generation numbers are derived from the Housing Nexus Study.

So, it is now time to update the Housing Nexus Study to document current links between the construction of new development or redevelopment and the employees generated by the development. The study will also show us the types of jobs being created, the wages being earned, the percentage of the workforce living locally, and the gap between income and housing costs. The study will also provide information about non-brick-and-mortar businesses, employees generated, and wages earned. However, it is unclear whether we can legally require these businesses to pay a mitigation fee based on the "rational nexus" standard.

In addition to updating the nexus study, a technical stakeholder group will be appointed by staff and will meet throughout the nexus study research and writing period to provide comments and consultation that will inform staff's recommendations to the Board and Council. Staff will appoint this group following the approval of the RFQ.

Staff proposes the following timeline for this work:

- January 28, 2020: RFQ is approved by the Board and Council
- January 29, 2020: RFQ is released
- February 27, 2020: RFQ responses are due
- February 28, 2020: Public opening at 8:00 AM at the Housing Department Office
- March 16, 2020: Board and Council award contract
- April 6, 2020: Project initiation
- November 30, 2020: study complete
- December 2020: study presentation to Board and Council
- February-December: technical stakeholder group meets to discuss study and provide consultation to inform staff

EXISTING POLICY DIRECTION – COMPREHENSIVE PLAN, HOUSING ACTION PLAN

Comprehensive Plan Policy:

- Maintain a diverse population by providing workforce housing. Principle 5.1.
- Reduce the shortage of housing that is affordable to the workforce. Principle 5.3.

Housing Action Plan Strategy:

- Require mitigation of employees generated by growth that cannot afford housing. 5C.

ATTACHMENTS

- Request for Qualifications for an Employee Generation by Land Use Study

FISCAL IMPACT

- The 2013 nexus study cost around \$70,000. Staff anticipates the budget for this project will be in the \$150,000 range based on the timeline and limited internal staff capacity.
- Staff anticipates that hiring a facilitator for the stakeholder group will cost in the \$15,000-\$30,000 range.
- Including advertising and education for both projects, staff anticipates an all-in cost not to exceed \$200,000.

Based on the timeline proposed, the contractor for the nexus study and facilitation services will not begin work until April 2020. Since this project is not part of any department's work plan for this year, a budget amendment for three months of work may be necessary. The balance will need to be provided in the FY21 budget.

STAFF IMPACT

This project will require significant staff time from multiple departments across the Town and County.

In 2019, the nexus study was in the Joint Long-Range Planning work plan for FY 19-20. However, given persistent staffing shortages in that department and the time-sensitive nature of this work, staff recommends shifting the study to the Joint Housing Department which will manage the contract with significant support from the Joint Senior Long-Range Planner once the Growth Management Plan is complete (estimated completion: March 2020).

In addition to considerable time from the Joint Senior Long-Range Planner and Joint Housing Director, the Planning Directors from the Town and County, the Town Attorney, Deputy County Attorney, and Town Community Development Director will all provide critical support and expertise throughout the project.

STAKEHOLDER ANALYSIS

Stakeholders include Town and County taxpayers, local working families, business owners, developers, and visitors.

LEGAL REVIEW

Reviewed by Lea Colasuonno, Town Attorney, and John Graham, Deputy County Attorney.

RECOMMENDATION

Staff recommends approval of the Request for Qualifications:

- It's time. The nexus study should be updated every five years; the 2013 study is seven years old.
- It will not set the rate. The nexus study will provide the maximum amount of mitigation that can legally be required. The rate is a political decision that will be dictated by the Board and Council.

Housing requirements are one piece of the housing production pie. In 2019 housing requirements accounted for 20 of the 62 new permanently deed restricted units built. The other two pieces of the pie – zoning incentives and public participation – are also key producers of housing. It takes all three (requirements, incentives, public participation) to provide safe, stable housing for our working-class families and individuals so that we can mitigate our impacts on the environment, manage the type of growth we see in the Town and County, and sustain a high quality of life.

SUGGESTED MOTION

I move to direct staff to release the Request for Qualifications for the Employee Generation by Land Use Study.



TETON COUNTY, WYOMING & THE TOWN OF JACKSON, WYOMING

EMPLOYEE GENERATION BY LAND USE STUDY Request for Qualifications

Release Date: January 29, 2020
Submission Deadline: February 27, 2020

REQUEST SUMMARY

The Town of Jackson and Teton County seek a qualified team to conduct an Employee Generation by Land Use Study. The Town and County are committed to increasing the supply of stable, affordable housing for the local workforce to meet community goals related to Quality of Life, Ecosystem Stewardship, and Growth Management (see: Jackson/Teton County Comprehensive Plan).

Introduction

The Jackson/Teton County Comprehensive Plan (“Comp Plan”) establishes the goal of housing at least 65% of the Teton County workforce locally. The Comp Plan includes a variety of strategies to achieve this goal, including Policy 5.3.a which requires developers to mitigate their impact on the availability of housing that is affordable to the local workforce.

In July 2018, updates to zoning in the Town of Jackson, Town and County Housing Requirements (“mitigation program”), and the rules that govern the housing program (“rules and regs”) were adopted by the Town Council and Board of County Commissioners. Major policy changes included incentives for developers to build workforce housing in the Town and a move to a mitigation program based on employee generation that requires commercial and residential developers to mitigate for the employees their development creates who earn less than 200% of median family income. The employee generation numbers are currently derived from the existing 2013 Employee Generation by Land Use Study (“Housing Nexus Study”).

The Town and County now seek a new Housing Nexus Study that will document current links between the construction of new commercial and residential development and the employees generated by the development. The study should also provide information about the existing types of jobs, the wages being earned, the percentage of the workforce living locally, the gap between income and housing costs, and information about non-brick-and-mortar businesses including the employees generated and wages earned. The study may also provide information about if and how to require non-brick-and-mortar businesses to mitigate for their impacts.

In addition to the Housing Nexus Study, the consultant will be asked to facilitate a technical stakeholder group, which will meet throughout the nexus study and provide comments and consultation that will inform the Town and County Planning and Housing staff recommendations related to the mitigation program. The stakeholder group will consist of nine community members and five key staff.

RFQ REQUIREMENTS

The Teton County Board of County Commissioners and Jackson Town Council have approved the following timeline for this RFQ:

RFQ Release	January 29, 2020
Submission Deadline	February 27, 2020
Contract Award	March 16, 2020
Project Initiation	April 6, 2020
Project Completion	November 30, 2020

Submissions are due February 27, 2020 by 4pm MST. Submissions received after 4pm on February 27th will not be considered. Incomplete submissions will not be required. All responses shall include one (1) signed original and one (1) electronic copy of the proposal and should be delivered to:

Jackson/Teton County Housing Department
Attn: April Norton, Director
320 South King Street, Box 575
Jackson, WY 83001

Proposals shall include the following information, in this order:

A) Introductory Letter

Please include a letter of interest that clearly demonstrates the respondent's understanding of the project and interest in being considered for the project. The letter shall include the respondent's name, contact information, and primary contact name.

B) Qualifications

- a. Proposed Project Team – Please include a description of each team member, including: a resume, how s/he will participate in the project and her/his relevant experience. Please designate the Principal in Charge and the Project Manager for the contract. An organizational chart must be included.
- b. Firm/Team Experience – Please summarize your experience completing nexus studies and assessing housing impact fees on commercial and residential development. Please describe any major challenges you faced while working on other nexus studies and how you addressed them.
- c. Legal Experience – Please describe any legal experience your team has had with nexus studies. Please include information about any challenges your team has faced related to other nexus studies.
- d. References - Please provide three (3) references for whom your team has provided similar services. List the name, address, email address and telephone number for each reference along with a brief description of the relevant work provided for each reference.

C) Work Plan

- a. Technical Approach and Methodology – Please provide a brief explanation of the approach and methodology for completing the study. Please include any peer reviews of the methodology/technique proposed.
- b. Schedule – Please Include a detailed project schedule with an initiation date of April 6, 2020. Please note all dates for key project milestones and deliverables along with any assumptions used to develop the schedule.
- c. Unique Approach/Technology – Please identify and describe any unique approaches or technologies you propose using as part of this project.
- d. Town/County Staff Support – Please describe the type and amount of support you will require to complete this project. If possible, please note the timing for this work.

D) Responses to the Key Issues

- a. The key questions that should be addressed through this nexus study are:

- i. How many employees are generated by the construction of new commercial and residential development? This should be broken out by type of new development and redevelopment and job sector.
- ii. What are the types of existing jobs that exist today and what are the wages being earned?
- iii. What is the percentage of the workforce living locally (within Teton County)?
- iv. What is the gap between income and housing costs?
- v. How many jobs are being created by non-brick-and-mortar businesses., what are the wages being earned by these employees, and where are the jobs located? Can these businesses be required to mitigate for their impacts through housing requirements? If not, what are other ways they can be required to mitigate for their impacts?
- b. Please discuss in detail the methodology and technology you propose to use for this housing nexus study. Please answer how this technology can be utilized in this geographic region, why the methodology and technology you propose is superior to other methodologies, and how your method will develop and incorporate local data.
- c. Please describe how the method you use to determine the resident workforce percentage may be replicated by Town and County staff on an annual basis to be incorporated in the Indicator Reports (link below).
- d. Please describe your experience and approach to a) presenting to elected officials, b) facilitating small working groups, and c) communicating technical information to non-technical audiences. What challenges have you faced while doing this and what solutions have you utilized?
- e. Please describe your approach to facilitating. What methods do you use? What methods do you avoid? Please provide examples of facilitation around complex issues.

E) Budget

Provide the fees for each service provided broken out by the number of hours for each specific task, the staff person responsible for that task, and his/her hourly rate. Please also provide a “Not to Exceed Cost” for the project. Necessary travel and any other costs should be included in the Cost Proposal.

EVALUATION CRITERIA

The initial review of submittals for completeness will be conducted by the Housing Director. All complete submittals will then be reviewed by the technical stakeholder group. Town and County Staff will bring forth a recommendation to the Board of County Commissioners and Town Council based on the following criteria:

- response to the key questions.
- experience and performance, including demonstrated ability to deliver high quality, advanced work for relevant projects that are similar in complexity and scope.
- proven ability to meet deadlines and control costs.
- adequate staffing resources to complete the scope of work within the timeframe proposed; and
- proposed fees.

Please note that the Town and County reserve the right not to choose anyone.

INQUIRIES

All inquiries regarding this RFQ should be directed to ahnorton@tetoncountywy.gov. Questions will be accepted until February 24, 2020. Answers will be posted on a rolling basis at www.jhaffordblehousing.org.

RESOURCE DOCUMENTS

All respondents are encouraged to review the following resource documents:

Jackson/Teton County Comprehensive Plan
<http://jacksontetonplan.com/270/Comprehensive-Plan>

Jackson/Teton County Workforce Housing Action Plan
<http://jacksontetonplan.com/202/Housing-Action-Plan>

Engage 2017: Housing Requirements
<http://jacksontetonplan.com/161/Housing-Requirements>

Town of Jackson Land Development Regulations
<http://jacksontetonplan.com/DocumentCenter/View/934/Town-of-Jackson-Land-Development-Regulations-PDF?bidId=>

Teton County Land Development Regulations
<http://jacksontetonplan.com/DocumentCenter/View/932/Teton-County-Land-Development-Regulations-PDF?bidId=>

Annual Indicator Reports
<http://jacksontetonplan.com/35/Community-Monitoring>



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: 6/30/2020
MEETING DATE: 7/6/2020

SUBMITTING DEPARTMENT: Jackson Hole Fire/EMS
DEPARTMENT DIRECTOR: Brady Hansen
PRESENTER: Brady Hansen and Joe Bolton

SUBJECT: Schedule and Cost Amendments for Construction of Fire Station 1

STATEMENT/PURPOSE

Consideration of an amended Schedule of Work to Finish and amended Costs to Finish for Fire Station 1.

BACKGROUND/ALTERNATIVES

In May of 2018, the Town Council and Board of County Commissioners approved an award of bid to Wapiti Corporation for the remodel of Fire Station 1 and the remodel of the fairgrounds pavilion. In June of 2018, the Board of County Commissioners (BCC) approved a contract with Wapiti Corporation for those construction services. The original budget for the project was \$7,395,700 (including \$6,543,700 in contract costs and \$852,000 in owner-direct expenses). Revenue in that amount was committed from 2014 and 2017 SPET funds, as well as from the County's Fair Fund.

Since that time and throughout the design and construction of Fire Station 1, several significant issues have been encountered. These issues have caused construction delays and will result in additional project costs. The two primary issues are as follows:

- The Design Team has indicated that throughout the design process, verbal indications were received from a succession of several Building Officials that ADA requirements would not be applicable given the proposed remodel and the facility's intended occupancy and use. In late 2018, a new Building Official determined that the design must be altered and the building constructed to meet ADA requirements, including the addition of an elevator. The elevator addition in particular triggered additional structural redesign and increased the accessibility requirements for the second floor.
- While the original design was based on a remodel, when demolition began on the existing station it was quickly determined that the original structure was not built per the original plans and lacked essential steel and rebar required to meet modern building codes. Therefore, no portion of that structure could remain. This triggered a condition that the project meet code requirements for new construction and resulted in additional demolition, redesign, and construction costs.

Amendments related to time and scope is before the Commission and Council for discussion today. The Owner's Representative has negotiated with Wapiti Corporation on the pricing of the Costs to Finish proposal and has vetted their subcontractor costs. The Owner's Representative believes that the costs and schedule proposed are an accurate and fair assessment of the time and expenses required to finish construction of Fire Station 1.

The new proposed date of completion for the project is December of 2021. The contract amendment is in the amount of \$4,425,283.74. An additional \$758,903 in funding for owner-direct expenses is also being requested. Given change orders approved to date (\$182,160.98 – paid from approved contingency funding) and the current contract amendment, the new contract price is \$11,151,144.72 and the new total project cost is \$13,387,048.21.

Staff is proposing the use of additional SPET monies, available SLIB funds, and Fund 13 fund balance in order to offset the increased project costs. A full accounting of proposed revenue sources and funding shortfalls is included in the fiscal impact section of this staff report. The BCC has tentatively budgeted the full County share of the shortfall needed in FY21 (\$2,048,197.96). The Town has budgeted \$885,000 of the \$1,675,798.33 Town share of the shortfall needed in FY21.

ATTACHMENTS

May 7th, 2018 JIM Staff Report – Fire Station Construction Bids

June 5th, 2018 BCC Staff Report – Station 1/Pavilion GC Contract

Costs to Finish

Schedule to Finish

February 12th, 2020 News & Guide article – “Hiccups in firehouse project force redesign”

FISCAL IMPACT

REVENUES	
2014 SPET	\$ 2,500,000.00
2017 SPET	\$ 5,500,000.00
FY19 County Fair Fund contribution	\$ 332,653.55
Available Fund 13 Fund Balance	\$ 800,000.00
Reallocated SLIB funding	\$ 116,621.00
TOTAL	\$ 9,249,274.55
EXPENSES	
Design - Temp Fire Station	\$ 37,000.00
Design - Fire Station 1	\$ 588,000.00
Original Wapiti Contract - Temp Fire Station	\$ 1,099,800.00
Change Order's To Date - Temp Fire Station	\$ 163,780.07
Original Wapiti Contract - Fire Station 1	\$ 5,443,900.00
Change Orders To Date - Fire Station 1	\$ 18,380.91
Contract Amendment	\$ 4,425,283.74
Owner's Costs and Contingency	\$1,610,903
TOTAL	\$13,387,048.21
Funding needed to complete the project	4,137,773.66
Portion needed FY21	3,723,996.30
Portion needed FY22	413,777.37

STAFF IMPACT

The new Fire Station 1 will provide a safer and more functional facility for staff; it has been designed to last for at least 50 years and to remain operational through a substantial earthquake. The station design also includes three new employee housing units.

LEGAL REVIEW

Reviewed by K. Gingery / Under review by L. Colasuonno

RECOMMENDATION

Recognizing the magnitude of the changes proposed, staff is providing this information for discussion purposes. However, should the Council or Commission wish to take action today, suggested motions are included below.

SUGGESTED MOTION

Teton County Board of County Commissioners

I move to approve the Costs to Finish and Schedule to Finish from Wapiti Corporation for Fire Station 1 construction as presented today in the amount of \$4,425,283.74, authorize additional project funding in the amount of \$758,903 for owner-direct expenses, and authorize the use of Fund 13 fund balance as presented.

Town of Jackson Town Council

I move to concur with the Teton County Board of County Commissioner's approval of the Costs to Finish and Schedule to Finish for Fire Station 1 construction as presented today and approve the use of Fund 13 fund balance in the amount of \$800,000 and the additional allocation of \$790,798.33 in Town of Jackson FY21 funding.

Synopsis for PowerPoint (120 words max):



JOINT INFORMATION MEETING

MEETING DATE: May 7th 2018

SUBMITTING DEPARTMENT: Fire/EMS

PRESENTER: Brady Hansen, Fire Chief

SUBJECT: Fire Station Construction Bids

STATEMENT/PURPOSE

Award of Bid, Temporary Fire Station & Fire Station #1

BACKGROUND/ALTERNATIVES

Jackson Hole Fire/EMS has been pursuing a remodel of Station 1 since 2012. This remodel requires an interim facility to support the department during construction. Jackson Fire/EMS combined the bid packages for Station 1 and Temporary Fire station to ensure the full project scope and budget were known and to assist the elected officials and to facilitate decision making. Using a formal bid process two bids were received. Several additional fixed costs are also to be considered for this project. Jackson Hole Fire/EMS intends to hire an Owners Representative to oversee the construction process and provide weekly reports based on percentage of completion, pay applications and OSHA compliance throughout both building projects. The anticipated start date for the owners Rep is June 1st.

Pursuant to the 2014 Fire and Emergency Medical Services Joint Power Agreement, Teton County and the Town of Jackson shall be involved in any and all decisions, and approval shall be necessary from both parties concerning capital expenditures, and land acquisitions. Both the Town of Jackson and Teton County will need to agree to move forward with the process, specifically to move forward with the county awarding the bid, however, according to the 2014 Fire and Emergency Medical Services Joint Power Agreement, the contract with the successful bidder will be with Teton County, and Teton County shall manage the construction and contract.

FISCAL IMPACT

SPET Funding (2014 and 2016)	\$9,300,000.00
Land Acquisition	\$1,297,968.05
SPET Architecture & Engineering Expenditures to Date	\$251,653.12
Total Remaining SPET Funding	\$7,750,378.83

Bid Results and Expenditures:

Bidder		Station 1	Pavilion	Total
GE Johnson	Qualified	\$8,559,210.00	\$1,886,924.00	\$10,446,134.00
Y2 Construction	Lowest Qualified	\$5,443,900.00	\$1,099,800.00	\$6,543,700.00

Fixed Owner Expenses not included in the bids above:

Owners Representative	\$100,000
Commisioning Agent	\$50,000
LowerValley Energy	\$100,000
Contingency 5%	\$327,000
FF & E	\$100,000
Alert Sysytems	\$75,000
Exhaust Capture	\$100,000
Sub Total	\$852,000
Contribution from Teton County Fair	-\$370,000
Net Additional Fixed Costs	\$482,000
Total Project Costs	\$7,025,700

STAFF IMPACT

Staff has reviewed and consulted with the contractor on scope & scale of project, and recommends the award to Wapiti Construction.

FISCAL IMPACT

The total project cost including the fixed owner costs is \$7,025,700. SPET funding is sufficient to cover this expenditure.

RECOMMENDATION

Jackson Hole Fire/EMS staff recommends awarding the construction bid for the Pavilion Temporary Fire Station and JH Fire/EMS Station 1 to Wapiti Corporation

ATTACHMENTS

None

LEGAL REVIEW

Gingery

SUGGESTED MOTIONS

Board of Teton County Commissioners

I move to award the construction of Fire Station #1 and the remodel of the Fair Pavilion for a temporary fire station to Wapiti Corporation and hereby direct county staff to bring forward a contract as soon as possible to the Teton County Board of County Commissioners for approval.

Town of Jackson Council Members

I move that the Jackson Town Council concurs with the Teton County Board of Commissioners in awarding the bid for the construction of Fire Station #1 and the the remodel of the Fair Pavillion for a temporary fire station to Wapiti Construction, and understand that Teton County will enter into a contract in the near future with Wapiti Construction and that Teton County will manage the construction contract.

**Board of County Commissioners - Staff Report****Meeting Date:** June 5, 2018**Presenter:** Chief Brady Hansen**Submitting Dept:** Jackson Hole Fire/EMS**Subject:** Station 1/Pavilion GC Contract**Statement / Purpose:**

Approval of Contract for the construction of Fire Station #1 and the remodel of the Fair Pavilion for a temporary fire station with Wapiti Corporation.

Background / Description (Pros & Cons): Jackson Hole Fire/EMS, through a formal bid process received two bids for the construction of a temporary fire station and the Pearl Ave. Station 1. The Jackson Town Council and Teton County Board of County Commissioners both approved on May 7, 2018 a Notice of Award to Wapiti Construction. Both boards agreed that the contract will be solely with Teton County and directed staff to present a proposed contract to the Board of County Commissioners in a timely manner.

Stakeholder Analysis & Involvement:

Jackson Fire/EMS formed a committee made up of Chief Officers, Building Officials, Agency Directors, Town and County Staff as well as consultants to address all components of this project. Estimation for costs, projections for future use and modeling of operational needs all were considered and used as critical path decision points.

Fiscal Impact:

Jackson Fire/EMS used a formal bid process to advertise and attract responsible bidders. Estimates from each entity are attached.

Bidder	Station 1	Pavilion	Total
GE Johnson	\$8,559,210.00	\$1,886,924.00	\$10,446,134.00
Wapiti Corp	\$5,443,900.00	\$1,099,800.00	\$6,543,700.00

Additional Owner costs associated with this project are estimated at \$482,000 also requested from SPET.

Additional Costs	\$852,000
Contribution from Teton County Fair	-\$370,000
Net Additional Fixed Costs	=\$482,000

Staff Impact:

Impacts to emergency responders will be noticed during the move to the temporary facility, projected for early winter of 2018. Fire administrative staff, including the Prevention department, will remain in place at Station 1 throughout construction and thus will be subject to several distractions and possible power outages during the project. Heavy machinery use, parking limitations, IT updates and other interruptions will occur. Staff are aware and currently planning for mitigation and programming alterations to lesson these impacts.

Legal Review: Keith Gingery

Staff Input / Recommendation:

Staff recommends entering into a contract with Wapiti Corporation. Wapiti Corporation has provided the lowest responsible bid and has also provided a detailed accounting of materials & data used to calculate this bid.

Attachments:

Quotes from interested parties & Contract



Board of County Commissioners - Staff Report

Suggested Motion:

I move to approve the contract with Wapiti Corporation for construction of the temporary fire station and the remodel/addition of station 1 in the amount of \$ 6,543,700.00.



AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifth day of June in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Teton County Board of County Commissioners
200 S. Willow St.
PO Box 3594
Jackson, WY 83001

and the Contractor:

(Name, legal status, address and other information)

Wapiti Corporation
215 E. Simpson Ave.
PO Box 2674
Jackson, WY 83001
307-733-2229

for the following Project:

(Name, location and detailed description)

Pavilion Temporary Fire Station + JH Fire/EMS Station 1 Expansion
Jackson, Wyoming

The Architect:

(Name, legal status, address and other information)

Dubbe Moulder Architects
1160 Alpine Lane, Suite 2A
PO Box 9227
Jackson, WY 83002
307-733-9551

The Owner and Contractor agree as follows.

Pavilion Temporary Fire Station:

Project located at 305 West Snow King Avenue, Jackson, WY, and is currently a partially unenclosed arena building. Work shall consist of the demolition and disposal of portions of the existing building to prepare it for renovation work consisting of new construction to enclose the unenclosed portions of the building, and conversion into a temporary fire station to be used while the JH Fire/EMS Station One is being expanded.

JH Fire/EMS Station One Expansion:

Project located at 40 East Pearl Avenue, Jackson, WY, and is currently an existing fire station. Work shall consist of the demolition and disposal of portions of the existing building, the renovation and/or alteration of portions of the existing building, and the construction of new building elements to provide a completed facility that is approximately 17,500 SF.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1094928463)

TABLE OF ARTICLES

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- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
August 1, 2018

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than Seven Hundred Thirty (730) calendar days (24 months) from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Temporary Pavilion	To Be Determined

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Five Hundred Forty-Three Thousand Seven Hundred and 00 Dollars (\$6,543,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	NA

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA	NA	NA

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
NA	NA

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA	NA	NA

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

One Thousand Dollars (\$1,000.00) per day if completion of Work exceeds timeframe established in Contract Documents.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%) of each progress payment

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

NA

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

NA

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No Termination Fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

JH Fire/EMS Fire Chief or Designate

60 E. Pearl Ave.

Jackson, WY 83001

307-733-4732

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Zia Yasrobi

Wapiti Corporation

215 E. Simpson Ave.

PO Box 2674

Jackson, WY 83001

307-733-2229

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
(35 pages) T1.1 – FA1.1	Pavilion Temporary Fire Station: PERMIT SET	August 31, 2017
(135 pages) T1.1 – FA1.1	JH Fire/EMS Station 1 Expansion: PERMIT / BID SET	February 28, 2018

.6 Specifications

Section	Title	Date	Pages
Architectural Specifications in PM: Division 00 – Division 12 (other specs located on Drawings)	Project Manual, Bid Set	02-28-18	411

.7 Addenda, if any:

Number	Date	Pages
Addendum 01	03-08-18	1
Addendum 02	03-23-18	1
Addendum 03	03-30-18	5
Addendum 04	04-06-18	10
Addendum 05	04-20-18	58

Init.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

NA

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mark Newcomb, Chair, BCC
(Printed name and title)

CONTRACTOR (Signature)

Zia Yasrobi, Wapiti Corporation
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:34:38 on 05/29/2018.

PAGE 1

AGREEMENT made as of the Fifth day of June in the year Two Thousand Eighteen

...

Teton County Board of County Commissioners
200 S. Willow St.
PO Box 3594
Jackson, WY 83001

...

Wapiti Corporation
215 E. Simpson Ave.
PO Box 2674
Jackson, WY 83001
307-733-2229

...

Pavilion Temporary Fire Station + JH Fire/EMS Station 1 Expansion
Jackson, Wyoming

...

Dubbe Moulder Architects
1160 Alpine Lane, Suite 2A
PO Box 9227
Jackson, WY 83002
307-733-9551

The Owner and Contractor agree as follows.

Pavilion Temporary Fire Station:

Project located at 305 West Snow King Avenue, Jackson, WY, and is currently a partially unenclosed arena building. Work shall consist of the demolition and disposal of portions of the existing building to prepare it for renovation work consisting of new construction to enclose the unenclosed portions of the building, and conversion into a temporary fire station to be used while the JH Fire/EMS Station One is being expanded.

JH Fire/EMS Station One Expansion:

Project located at 40 East Pearl Avenue, Jackson, WY, and is currently an existing fire station. Work shall consist of the demolition and disposal of portions of the existing building, the renovation and/or alteration of portions of the

existing building, and the construction of new building elements to provide a completed facility that is approximately 17,500 SF.

PAGE 2

☒ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

...

August 1, 2018

PAGE 3

☐ ~~Not later than () calendar days~~ ☒ Not later than Seven Hundred Thirty (730) calendar days (24 months) from the date of commencement of the Work.

...

Temporary Pavilion

To Be Determined

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—Six Million Five Hundred Forty-Three Thousand Seven Hundred and 00 Dollars (\$6,543,700.00))~~, subject to additions and deductions as provided in the Contract Documents.

...

NA

NA

...

NA

NA

NA

...

NA

NA

...

NA

NA

NA

...

One Thousand Dollars (\$1,000.00) per day if completion of Work exceeds timeframe established in Contract Documents.

...

NA

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—)twenty (20)~~ days after the Architect receives the Application for Payment.

...

Five Percent (5%) of each progress payment

PAGE 5

NA

...

NA

...

NA

...

NA

...

NA

PAGE 6

☒ Litigation in a court of competent jurisdiction

...

No Termination Fee

...

JH Fire/EMS Fire Chief or Designate

60 E. Pearl Ave.

Jackson, WY 83001

307-733-4732

...

Zia Yasrobi

Wapiti Corporation

215 E. Simpson Ave.

PO Box 2674

Jackson, WY 83001

307-733-2229

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NA

...

NA

...

(35 pages) T1.1 – FA1.1

Pavilion Temporary Fire

August 31, 2017

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User Notes:

(1094928463)

Station: PERMIT SET

(135 pages) T1.1 – FA1.1

JH Fire/EMS Station 1
Expansion: PERMIT /
BID SET

February 28, 2018

...

Architectural Specifications in PM:
Division 00 – Division 12
(other specs located on Drawings)

Project Manual, Bid Set

02-28-18

411

...

Addendum 01

03-08-18

1

Addendum 02

03-23-18

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Addendum 03

03-30-18

5

Addendum 04

04-06-18

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Addendum 05

04-20-18

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NA

...

Mark Newcomb, Chair, BCC

Zia Yasrobi, Wapiti Corporation

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:34:38 on 05/29/2018 under Order No. 7586974166 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Teton County/Jackson Parks and Recreation Maintenance and Housing Facility
400 W. Snow King Avenue
Jackson, Wyoming 83001ng

THE OWNER:

(Name, legal status and address)

Teton County
PO Box 811
Jackson, Wyoming 83001

THE ARCHITECT:

(Name, legal status and address)

Dubbe Moulder Architects
PO Box 9227
Jackson, Wyoming 8300

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11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for **AIA® Document A201™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:42:21 on 05/30/2018.

PAGE 1

Teton County/Jackson Parks and Recreation Maintenance and Housing Facility
400 W. Snow King Avenue
Jackson, Wyoming 83001ng

...

Teton County
PO Box 811
Jackson, Wyoming 83001

...

Dubbe Moulder Architects
PO Box 9227
Jackson, Wyoming 8300

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:42:21 on 05/30/2018 under Order No. 5803084476 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____



AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 11160367

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Wapiti Corporation

(Here insert full name and address or legal title of Contractor)

215 E Simpson Ave, Jackson, WY 83001

as Principal, hereinafter called Contractor, and,

The Guarantee Company of North America USA

(Here insert full name and address or legal title of Surety)

One Towne Square, Suite 1470, Southfield, MI 48076

as Surety, hereinafter called Surety, are held and firmly bound unto Teton county Board of County Commisioners

(Here insert full name and address or legal title of Owner)

200 S Willow Street, Jackson, WY 83001

as Obligee, hereinafter called Owner, in the amount of Six Million Five Hundred Forty Three Thousand Seven Hundred Dollars and 00/100 Dollars (\$ 6,543,700.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name, address and description of project) Pavilion Temporary Fire Station and Jackson Hole Fire/EMS Station Expansion Project #1708/1507

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under

the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 23rd day of May, 2018.

ATTEST:

By:

Erin Souer
(Witness)

Wapiti Corporation

Bruna York
(Principal) (Seal)

By:

Treasurer
(Title)

WITNESS:

By:

Chad
(Witness)

The Guarantee Company of North America USA

(Surety)

(Seal)

By:

Judy Parry

(Title)

Attorney-in-Fact



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 11160367

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Wapiti Corporation

(Here insert full name and address or legal title of Contractor)

215 E Simpson Ave, Jackson, WY 83001

as Principal, hereinafter called Principal, and, The Guarantee Company of North America USA

(Here insert full name and address or legal title of Surety)

One Towne Square, Suite 1470, Southfield, MI 48076

as Surety, hereinafter called Surety, are held and firmly bound unto Teton county Board of County Commissioners

(Here insert full name and address or legal title of Owner)

200 S Willow Street, Jackson, WY 83001

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Six Million Five Hundred Forty Three Thousand Seven Hundred Dollars and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 6,543,700.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name, address and description of project) Pavilion Temporary Fire Station and Jackson Hole Fire/EMS Station Expansion Project #1708/1507

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

23rd

day of May, 2018.

ATTEST:

By: _____

(Witness)

Wapiti Corporation

(Principal)

(Seal)

By: _____

(Title)

WITNESS:

By: _____

(Witness)

The Guarantee Company of North America USA

(Surety)

(Seal)

By: _____

(Title)

Judy Parry

Attorney-in-Fact

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. If there is a significant difference, a problem is identified.

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

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100-443887-100

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DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 WASHINGTON, D. C. 20080

100



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Philip S. Walter, Judy Parry, Sherry J. Pace
Moreton & Company

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

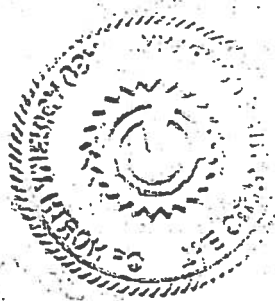
I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this

23 day of May 2018

Randall Musselman, Secretary





Fire Station No. 1 Expansion

*This Budget is based on Construction Set Plans dated April 17, 2020. Further changes to plans will result in updated pricing.

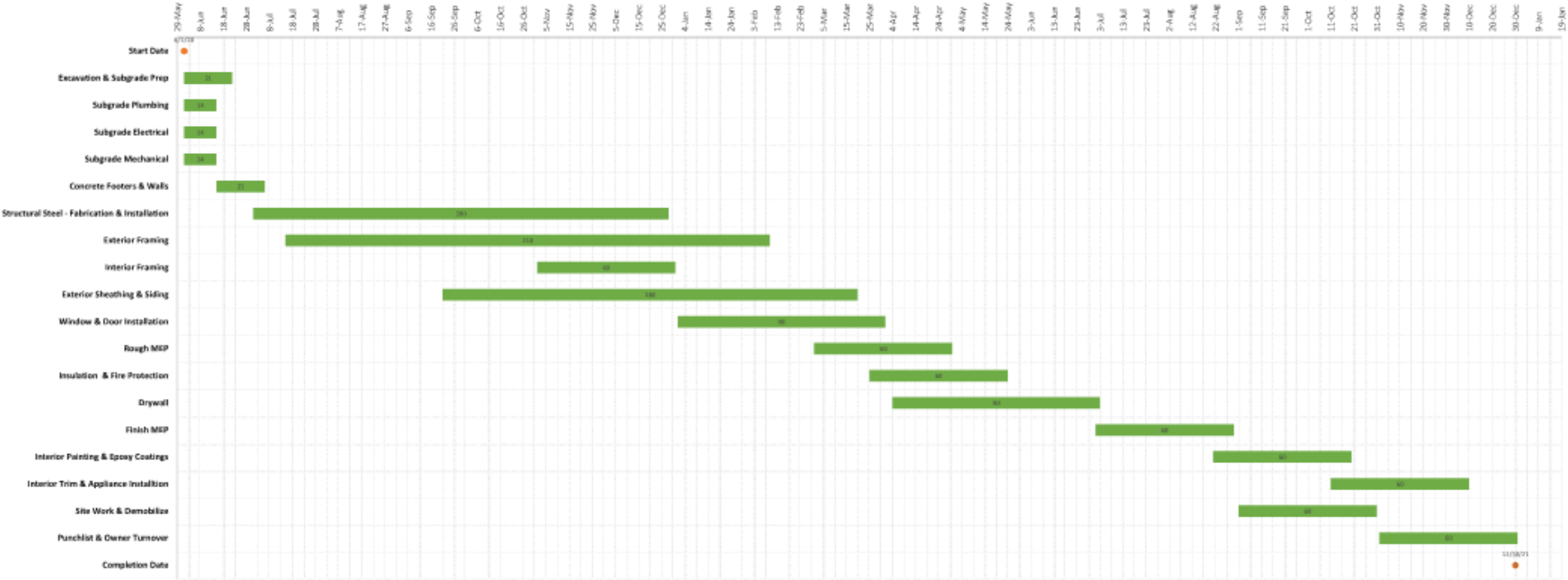
Current Date: 6/29/2020

DIVISION - ITEM	SUB - NEW SUB	ORIGINAL PRICE	UPDATED PRICING	DELTA
Division 1 General Requirements				
Equipment Rental - Crane	Equipment Rental	\$ 50,000.00	\$ 100,550.00	
Equipment Rental - Man-Lift	SB Equipment Rental	\$ 50,000.00	\$ -	
Cleaning of Site	Wapiti	\$ 20,000.00	\$ 45,000.00	
Bid Bond Costs	Wapiti	\$ 109,000.00	\$ 195,518.00	
Project Sign	Wapiti	\$ 5,000.00	\$ 5,000.00	
1300.1 Administrative Requirements - Management & Supervision	Wapiti	\$ 271,800.00	\$ 720,300.00	
1300.2 Administrative Requirements - Contracts & Documents	Wapiti	\$ 20,000.00	\$ 75,600.00	
1300.3 Administrative Requirements - Field Office	Wapiti	\$ 36,000.00	\$ 81,900.00	
Dumpsters	Mateosky & TC Transfer Station	\$ 18,000.00	\$ 36,000.00	
1500 Temporary Facilities and Controls	Macys	\$ 4,500.00	\$ 7,500.00	
1501 Site Fencing	Wapiti	\$ 8,000.00	\$ 14,000.00	
1502 Sidewalk Shed	Wapiti	\$ 6,000.00	\$ -	
1503 Additional Survey Costs/Cert of Placement	Y2		\$ 40,000.00	
Jobsite Trailer & Temporary Power Relocation	Wapiti & Modern Electric	\$ -	\$ 850.00	
1800 Facility Operation	Power/Utilities For Subs	\$ 9,000.00	\$ 9,000.00	
1900 Facility Turnover	Cleanup/Turnkey	\$ 15,300.00	\$ 15,300.00	
Division 1 Total		\$622,600.00	\$1,346,518.00	\$723,918.00
Division 2 Site Construction				
1974 CMU Structure Removal	Magnum		\$ 33,145.00	
Removal of Subgrade/Slabs/Additional Demo	Excel		\$ 88,000.00	
Remove Concrete Apron & Moment Frame Footings	Excel		\$ 3,900.00	
Water Line Extension	Excel		\$ 7,640.00	
Gas Connection & Patch	Excel		\$ 1,600.00	
Gravel For Slabs	Excel		\$ 10,600.00	
Vapor Barrier	Excel		\$ 2,900.00	
Radon Piping	Excel		\$ 1,500.00	
Install Blue Board Under Slab	Excel		\$ 2,500.00	
Trenching & Backfilling	Excel		\$ 1,455.00	
Import Backfill	Excel		\$ 10,000.00	
Asbestos and Lead Abatement	Idaho Abatement(Brad Pratt)	\$ 29,059.50	\$ 29,059.50	
Repave Lot	Depatco - Now Excel	\$ 20,341.00	\$ 34,875.00	
Elevator Excavation	Excel	\$ -	\$ 8,500.00	
Additional Retaining Wall / Sidewalk Prep	Excel	\$ -	\$ 7,000.00	
Additional Shoring Work	Excel	\$ -	\$ 9,000.00	
Stowmwater Basin	Excel	\$ -	\$ 37,750.00	
Dumpster Pad Prep	Excel	\$ -	\$ 500.00	
N. Apron Pad Prep	Excel	\$ -	\$ 3,100.00	
Bike Rack Pad Prep	Excel	\$ -	\$ 500.00	
Generator Pad Excavation & Prep	Excel	\$ -	\$ 5,500.00	
Import & Haul Backfill For Apparatus Bay	Excel	\$ -	\$ 16,000.00	
Remaining Apparatus Bay Prep	Excel	\$ -	\$ 8,400.00	
Existing Conditions Misc. Manual Labor	Excel	\$ -	\$ 15,000.00	
Haul Off & Disposal Of Apparatus Bay Backfill	Excel	\$ -	\$ 2,250.00	
Core Drill For Utilities	Excel	\$ -	\$ 750.00	
Concrete Cutting For Steel Placement	Excel	\$ -	\$ 800.00	
2300 Earthwork - Excavation/Backfill/Hauling/Materials/Mobilization	Excel	\$ 82,500.00	\$ 165,134.91	
Demo Bunkhouse	Excel	\$ 8,500.00	\$ 8,500.00	
Remove/Relocate Staircase	Excel	\$ 4,150.00	\$ 4,150.00	
Demo Tower	Excel	\$ 8,020.00	\$ 8,020.00	
Demo Roof at 2nd Story and 2nd Floor CMU	Excel	\$ 69,000.00	\$ 69,000.00	
Relocate Water Service	Excel	\$ 8,500.00	\$ 8,500.00	
2700 Bases, Ballasts, Pavements and Appurtenances	Y2	\$ 5,000.00	\$ 5,000.00	
Concrete Walk and Curb Prep	Excel	\$ 8,000.00	\$ 8,000.00	
Tree/Existing Pad and Asphalt Removal	Excel	\$ 5,500.00	\$ 5,500.00	
Slab Prep Under Slab Radon	Excel	\$ 12,500.00	\$ 12,500.00	
Trenching for New Condensing Units	Excel	\$ 2,400.00	\$ -	
Relocate Fire Hydrant	Excel (Originally Priced Under Item 22)	\$ -	\$ 20,000.00	
Facility Sanitary Sewage - Service From Alley	Excel (Originally Priced Under Item 22)	\$ -	\$ 4,000.00	
2950 Site Restoration and Rehabilitation	TLC Landscape *Budget*	\$ 6,000.00	\$ 8,000.00	
Division 2 Total		\$269,470.50	\$ 668,529.41	\$399,058.91

Division 3 Concrete				
3100 Concrete Forms and Accessories	Mills	\$ 281,000.00	\$ 601,811.55	
3200 Heating & Winterization	Mills	\$ 45,000.00		
Division 3 Total		\$ 326,000.00	\$ 601,811.55	\$275,811.55
Division 4 Masonry				
4700 Simulated Masonry	Bret Peterson	\$ 15,400.00	\$ -	
4800 Masonry Assemblies	Bret Peterson	\$ 71,820.00	\$ -	
Division 4 Total		\$ 87,220.00	\$ -	-\$87,220.00
Division 5 Metals				
5050 Basic Metal Materials and Methods	IEI	\$ 15,183.00		
5100 Structural Metal Framing	IEI	\$ 508,817.00	\$ 769,684.00	
Hold Downs	Jackson Lumber	\$ 8,000.00	\$ 8,000.00	
Division 5 Total		\$ 532,000.00	\$ 777,684.00	\$245,684.00
Division 6 Woods & Plastic				
6100 Rough Carpentry	Mateosky	\$ 230,000.00	\$ 400,200.00	
Pan Deck Floor Pack (Elevation Adjustment) - Budget	Wapiti & Jackson Lumber		\$ 5,000.00	
Siding Material	Jackson Lumber	\$ 80,000.00	\$ 92,993.74	
6200 Finish Carpentry Labor	Mateosky	\$ 23,000.00	\$ 23,000.00	
6400 Cabinets & Countertops Installed	Wapiti	\$ 70,000.00	\$ -	
6401 Solid Surface Countertops Installed	Johnson Brothers		\$ 30,883.00	
6402 Stainless Steel Countertops Installed	Johnson Brothers		\$ 22,320.00	
6403 Cabinets Installed	Wyoming Concepts		\$ 102,651.28	
IPE Roof Deck Tiles & Pedestal System	Mateosky	\$ 35,000.00	\$ 43,972.12	
6402 Architectural Woodwork Material	Mateosky	\$ 7,500.00	\$ 7,500.00	
6500 Structural Woodwork	Lamwood	\$ 41,128.00	\$ -	
6501 Structural Woodwork Material	Jackson Lumber		\$ 231,331.22	
6501 Structural Woodwork Material - Roof Framing	Jackson Lumber		\$ 86,284.00	
Division 6 Total		\$ 486,628.00	\$ 1,046,135.36	\$559,507.36
Division 7 Thermal and Moisture				
Drainage Mat, Membrane Waterproofing	Excel		\$ 29,270.00	
PVC Panel - Apparatus Bay, Laundry, Bathroom & Mech	USE		\$ 68,850.00	
Subgrade Slab Insulation - 100PSI - Blue Board	Jackson Lumber		\$ 49,579.17	
TYVEK WRAP	Jackson Lumber	\$ 4,000.00	\$ 4,000.00	
7100 Insulation	Bressler	\$ 75,000.00	\$ 186,151.00	
7200 Thermal Protection	Blue Board Material	\$ 9,000.00	\$ 6,000.00	
7400 Roofing and Siding Panels Material	Siding Material	\$ 122,000.00		
7401 Roofing and Siding Panels Labor	Mateosky	\$ 100,000.00	\$ 205,000.00	
7500 Membrane Roofing	Roof Rescue	\$ 63,500.00	\$ 82,619.30	
7600 Flashing and Sheet Metal	SR MEP	\$ 5,000.00	\$ 5,000.00	
7700 Roof Specialties and Accessories	Gutters	\$ 5,000.00	\$ 5,000.00	
7800 Fire and Smoke Protection - Additional Detail	H & H Fireproofing		\$ 22,200.00	
Division 7 Total		\$ 383,500.00	\$ 663,669.47	\$280,169.47
Division 8 Openings				
8100 Metal Doors and Frames	Architectural Building Supply	\$62,650.00	\$79,900.80	
Door Installation Labor	Mateosky	\$14,000.00	\$23,000.00	
8100.1 Metal Doors and Frames - Garage Door	Overhead Door Co - The Door Man	\$ 48,000.00	\$ 89,286.84	
8400 Entrances and Storefronts	Jackson Paint & Glass - Now View Point	\$ 22,100.00	\$30,639.30	
8500 Windows	View Point	\$ 40,000.00	\$137,079.70	
Window Installation	Mateosky	\$ 6,400.00	\$ 11,000.00	
Division 8 Total		\$ 193,150.00	\$370,906.64	\$177,756.64
Division 9 Finishes				
Appliances Purchased & Installed	Wapiti	\$ 59,000.00	\$ 49,400.00	
Appliance Installation - Owner Provided Appliances	Wapiti	\$ 2,500.00	\$ 2,500.00	
Five Star Gas Range	Wapiti		\$ 7,500.00	
Contaminated Laundry	Mendenhall Commercial Laundry		\$ 12,559.20	
Accessories Installation	Mateosky - Now Wyoming Concepts	\$ 14,500.00	\$ 8,500.00	
Accessories Budget	Wyoming Concepts		\$ 9,376.60	
9200 Plaster and Gypsum Board	Majestic - Now SDI	\$ 49,850.00	\$ 115,000.00	
Flooring - Carpet, Tile, & Base	Wyoming Windows & Cabinets	\$ 43,670.00	\$ -	
Exterior Wood Deck 2nd Floor	Mateosky	\$ 16,000.00	\$ 16,000.00	
9600 Flooring - Concrete - Stain / Seal	Advanced Concrete	\$ 6,600.00	\$ 20,400.00	
9601 Flooring - Concrete - Epoxy Coating	Advanced Concrete	\$ 40,800.00	\$ 50,734.00	
Carpet	Carpet Plus	\$ -	\$ 26,540.00	
Vinyl Trim	Carpet Plus	\$ -	\$ 12,000.00	
Commercial Tile Flooring	Carpet Plus		\$ 50,000.00	
9800 Acoustical Treatment	Previously Budget - Now SDI	\$ 51,000.00	\$ 220,768.00	
Paint Budget	United Linings - New Sub	\$ 104,180.00	\$ 150,000.00	
Division 9 Total		\$ 388,100.00	\$ 751,277.80	\$363,177.80

Division 10 Specialties				
Fire Dept Signage at Frontage	Sign Co	\$ 6,500.00	\$ 6,500.00	
10500 Lockers and Benches Installation	Wapiti & Owner Provided Re-Useables	\$ 11,200.00		
10900 Wardrobe and Closet Specialties	Wapiti	\$ 2,500.00	\$ 2,500.00	
Bike Racks	Previously By Owner - Now Wapiti		\$ 3,000.00	
Division 10 Total		\$ 20,200.00	\$ 12,000.00	-\$8,200.00
Division 12 Furnishings				
Window Shades	Draper/Lutron/Hunter Douglas		\$ 7,350.00	
Parking Lot Signage	Supplier		\$ 5,000.00	
Turnout Lockers - Supplied & Installed	Store More & Wapiti		\$ 60,000.00	
Locker Room Benches - Supplied & Installed	Supplier & Wapiti		\$ 840.00	
ADA Signage	Supplier		\$ 2,500.00	
Striping Parking Lot	Supplier	\$ 2,000.00	\$ 2,500.00	
Division 12 Total		\$ 2,000.00	\$ 78,190.00	\$76,190.00
Division 14 Conveying Equipment				
Fire Pole	McIntire Brass Works		\$ 54,502.00	
Installation - Fire Pole	Mateosky		\$ 5,100.00	
14 2000 - Elevators	Thyssenkrupp		\$ 132,696.00	
Division 14 Total		\$ -	\$ 192,298.00	\$192,298.00
Division 21 Fire Supression				
21 05 00 - Common Work Results for Fire Suppression - (Penetrations)	Wapiti	\$ 6,500.00	\$ 6,500.00	
21 10 00 - Water-Based Fire-Supression Systems	Old Faithful Sprinklers	\$ 61,500.00	\$ 77,900.00	
Division 21 Total		\$ 68,000.00	\$ 84,400.00	\$16,400.00
Division 22 Plumbing				
Relocate Fire Hydrant	Excel (Updated Priced Under Item 02)	\$ 2,800.00	\$ -	
Plumbing	SR MEP	\$ 532,956.00	\$ 650,464.31	
22 13 00 - Facility Sanitary Sewage	Excel (Updated Priced Under Item 02)	\$ 4,000.00	\$ -	
Division 22 Total		\$ 539,756.00	\$ 650,464.31	\$110,708.31
Division 23 Heating, Ventilation, Air-Conditioning				
23 01 00 - HVAC Systems	SR MEP	\$ 388,125.00	\$ 650,464.31	
Division 23 Total		\$ 388,125.00	\$ 650,464.31	\$262,339.31
Division 26 Electrical				
26 01 00 - Electrical	ECI - Now Modern Lighting	\$ 568,917.00	\$ 997,461.00	
Division 26 Total		\$ 568,917.00	\$ 997,461.00	\$428,544.00
Division 28 Electronic Safety and Security				
28 05 00 - Common Work Results for Electronic Safety and Security	CONTROLS - Now SR MEP(HVAC)	\$ 60,000.00		
Division 28 Total		\$ 60,000.00	\$ -	-\$60,000.00
Division 31 Earthwork				
31 40 00 - Shoring and Underpinning	GSI	\$ 103,648.00	\$ 244,989.60	
Division 31 Total		\$ 103,648.00	\$ 244,989.60	\$141,341.60
Division 32 Exterior Improvments				
32 39 13 - Manufactured Metal Bollards	IEI	\$ 1,500.00	\$ 1,500.00	
Division 32 Total		\$ 1,500.00	\$ 1,500.00	\$0.00
GRAND TOTAL OF ALL DIVISIONS		\$ 5,040,814.50	\$ 9,138,299.45	\$4,097,484.95
		8% Profit/Overhead	\$ 731,063.96	\$327,798.80
		Total Bid Amount	\$ 9,869,363.40	\$4,425,283.74

PROJECTED SCHEDULE FOR COMPLETION - JACKSON HOLE FIRE EMS STATION 1 REBUILD
Current Date - May 22, 2020



https://www.jhnewsandguide.com/news/cops_courts/hiccups-in-firehouse-project-force-redesign/article_ffbbafa3-ae00-5894-97b5-9f7cdc0f1e7c.html

Hiccups in firehouse project force redesign

Problems mean a redesign for Fire Station No. 1, a delay in construction and a bigger price tag.

By Emily Mieux

Feb 12, 2020



Jackson Hole Fire/EMS Station No. 1 on Pearl Avenue is gone, with the agency's administration building and a new basement the only structures standing.

RYAN DORGAN / NEWS&GUIDE

Jackson Hole Fire/EMS will continue working out of its temporary fairgrounds fire station for longer than planned due to some unforeseen hurdles during demolition of Fire Station No. 1.

"It wasn't built the way it was drawn," Fire Chief Brady Hansen said.

Not only will the rebuild of the main fire station take longer than planned. It's going to cost "significantly" more, Hansen said.

"I hope to have dollar figures very soon," he said.

To officials' surprise, parts of the original structure at 60 E. Pearl that designers and carpenters planned on keeping were missing vital steel and rebar.

"The fire department went into the project with every intent to save as much of the existing structure as possible with the purpose of saving money," Hansen said. "But all the reinforcement that was supposed to make it strong was either absent or far less structurally sound. The portion of the structure we intended to save was crumbling."

The unstable base was a surprise, Kurt Dubbe of Dubbe Moulder Architects said.

But Dubbe doesn't see it as a setback.

"It afforded us an opportunity to come up with a new design," Dubbe said. "We're able to slightly improve the interior layout and function of the interior spaces."

Firefighters campaigned

For years firefighters have been advocating for a new downtown fire station.

The remodel will bring the firehouse up to code. It will be seismically sound with updated exhaust modifications, a new roof, support walls, on-site apartments, training space and separate locker rooms for male and female firefighters.

The original station, called "the three-truck fire house," was designed and built in 1964, Teton County facilities maintenance manager Paul Cote said.

Additions were added in 1974, 1991 and 2004.

"There was no building inspection in the county [in 1964] so I guess you could do whatever you wanted," Cote said. "But any reputable builder would have put those things in. It is shocking."

'Ecstatic' to be out

Despite not being able to build the new fire station using some of the original walls and foundation, Cote said the building functioned OK when firefighters were occupying it.

"There weren't any visible signs there was anything wrong," Cote said.

But the firehouse would likely have crumbled in an earthquake, Cote said.

Hansen and Battalion Chief Matt Redwine said seeing the crumbling base was alarming.

"If only we had known then what we know now," Redwine said. "We were ecstatic we got out of there."

Hansen said it's a good reminder of how important it is to build the new station correctly.

"We have to get this right," Hansen said. "It's going to lead to a well-constructed building that will serve as a very capable fire station for the next few generations."

The plan was for firefighters to move back in to the newly constructed fire station in August 2020. But now it will likely be sometime in 2021, Hansen said.

Contractors, designers and construction workers recognize the urgency of efficient work on the county's main firehouse.

"It is important for the community to understand that nobody expected to encounter the conditions that we did," Dubbe said. "It would be professionally irresponsible to have embraced the existing conditions once we realized they were structurally deficient."

"We want to turn this around as successfully as possible so there is no interruption with emergency response."

Redwine said the department's response times from its temporary fire station at the Teton County Fairgrounds, where they'll continue working, have been "great."

Once the new design is final a change order will be presented to the Town Council and Board of County Commissioners, which will give the final stamp of approval.

The town and county will likely absorb the extra costs of the project.

Jackson Hole Fire/EMS was awarded \$6.8 million in the 2017 specific purpose excise tax election for the department projects. The department also had \$2.3 million left from the 2014 SPET election.

The remodel of the temporary firehouse and the rebuild of the new station was expected to cost about \$7 million.

The new price tag will be presented to elected officials once the newest design plan is completed.

Contact Emily Mieure at 732-7066 or courts@jhnewsandguide.com.

Emily Mieure

Emily Mieure covers criminal justice and breaking news. She has reported for WDRB TV in Louisville, Ky., WFIE TV in Evansville, Ind., and WEIU TV in Charleston, Ill.



BOARD OF COUNTY
COMMISSIONERS



TOWN
COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: START

PRESENTER: Darren Brugmann

MEETING DATE: July 6, 2020 (Continued from June 1 JIM)

SUBJECT: START 2020-2025 Route Plan – Final Plan

STATEMENT/PURPOSE

This meeting is a continuation of the June 1st JIM meeting whereas the FINAL Report was presented by LSC Consultants with the attached PowerPoint presentation. There was not time for the discussion, and this was continued to July JIM meeting.

The purpose of this item is to request acceptance of FINAL Report for the START 2020-2025 Route Plan conducted by LSC Transportation Consultants, Inc. (LSC). If accepted, this Report will shall serve as the primary guiding document to assist START in future operational plans. Implementation of this plan would require future approval or amendments of its Operations Plan and corresponding budget as dictated in the Joint Powers Agreement (JPA) as appropriate.

BACKGROUND/ALTERNATIVES

The purpose of the 2020-2025 Route Plan project was to evaluate alternative routing options utilizing existing START resources and use this Plan as START's guidance for operational changes to routes and services provided. While the Integrated Transportation Plan (ITP) establishes a long-term strategic transit plan for START (see Chapter 2 of the ITP), the short-term need is evaluation of routing alternatives in order to maximize the efficiency of existing resources. The expansions to START that are called for in the ITP were also considered in the 2020-2025 Route Plan to provide as much synergy as possible.

The initial expectation was that the recommended 2020-2025 Route Plan will be delivered by February 2020, in order that it can be considered for FY2021 Budget process and adoption in time for the 2020 summer route schedule to be adjusted accordingly. START's original submitted Operations Plan for FY21 and corresponding budget submitted in February 2020 represented this intent. However, COVID-19 has adjusted those plans to look at full implementation in FY22 and beyond. The Adopted FY21 START budget and operation plan does not include implementation of this plan at this time. Implementation of this plan will require START to gain approval from Councilors and Commission as part of its annual budget plan and Operations Plan submittal as detailed in the JPA.

To summarize, this recommended plan will aim to achieve the following benefits:

- Estimated 55-60% ridership increase
- Reduced Vehicle Emissions
- Direct routing for Town Shuttle and Teton Village routes
- Higher frequency to maximize ridership
- Increased commuter and regional services
- Efficient transit connections with travel times that are competitive with personal auto travel time

Reduced VMT within Teton County, WY
Introducing 'Microtransit' with smaller vehicles and real-time on-demand service for East Jackson
New routes for south Jackson and south of Jackson

The following outlines future supporting infrastructure needs from the report that would need to be considered with implementation of this Plan:

Simple Downtown Transfer Point using existing assets, paint/signage
Park and ride improvements/additions
New bus stop locations supporting South Jackson Route
Stilson Transit Center improvements and transit prioritization
Roadway improvements to facilitate Bus Rapid Transit (BRT) between Town and Stilson

COMPREHENSIVE PLAN ALIGNMENT

The START 2020-2025 Route Plan addresses 8 of the 16 transit development actions identified in the ITP – the ITP is a product of Policy 7.1.a and Strategy 7.1.S.1 of the Comprehensive Plan. The START 2020-2025 Route Plan was funded by a FTA grant awarded to START and by local match, implementing Strategy 7.1.S.3 of the Comprehensive Plan.

STAKEHOLDER ANALYSIS

There is significant impact for our public transit riding community and our community's effort to achieve strategies outlined in the Comprehensive and ITP plans. In reference to public input, part of the START 2020-2025 Route Plan engaged all stakeholders including current, riders, drivers, and decision makers (START Board) as well as identification of currently unmet needs. The START Board has reviewed the final report and unanimously accepted the report on April 9, 2020.

FISCAL IMPACT

Future implementation of any major components of this plan could have significant fiscal impact but would be addressed accordingly in the budget process (and/or budget amendments) – including submission of an operations plan detailing recommended changes.

STAFF IMPACT

The START 2020-2025 Route Plan required extensive START director resources to manage the contract as well as other START and Town staff participation in the information gathering and alternatives analysis phases of the plan. Implementation of the plan will require considerable future START staff resources.

LEGAL REVIEW

None

ATTACHMENTS

- START 5-year Route Plan – June 1, 2020 JIM Presentation
- START FINAL 5 Year Route Plan Report

RECOMMENDATION

The START Director, with unanimous concurrence of the START Board, recommends accepting the START 2020-2025 Route Plan as presented by LSC Transportation Consultants, Inc.

SUGGESTED MOTION

I move to accept the START 2020-2025 Route Plan as presented by LSC Transportation Consultants, Inc. for START use as its primary guidance in future operational plans.

START 2020-2025 Routing Plan



Final Recommended Plan
June 1, 2020: JIM Presentation



START
BUS

Project Overview

◆ Goal of the study:

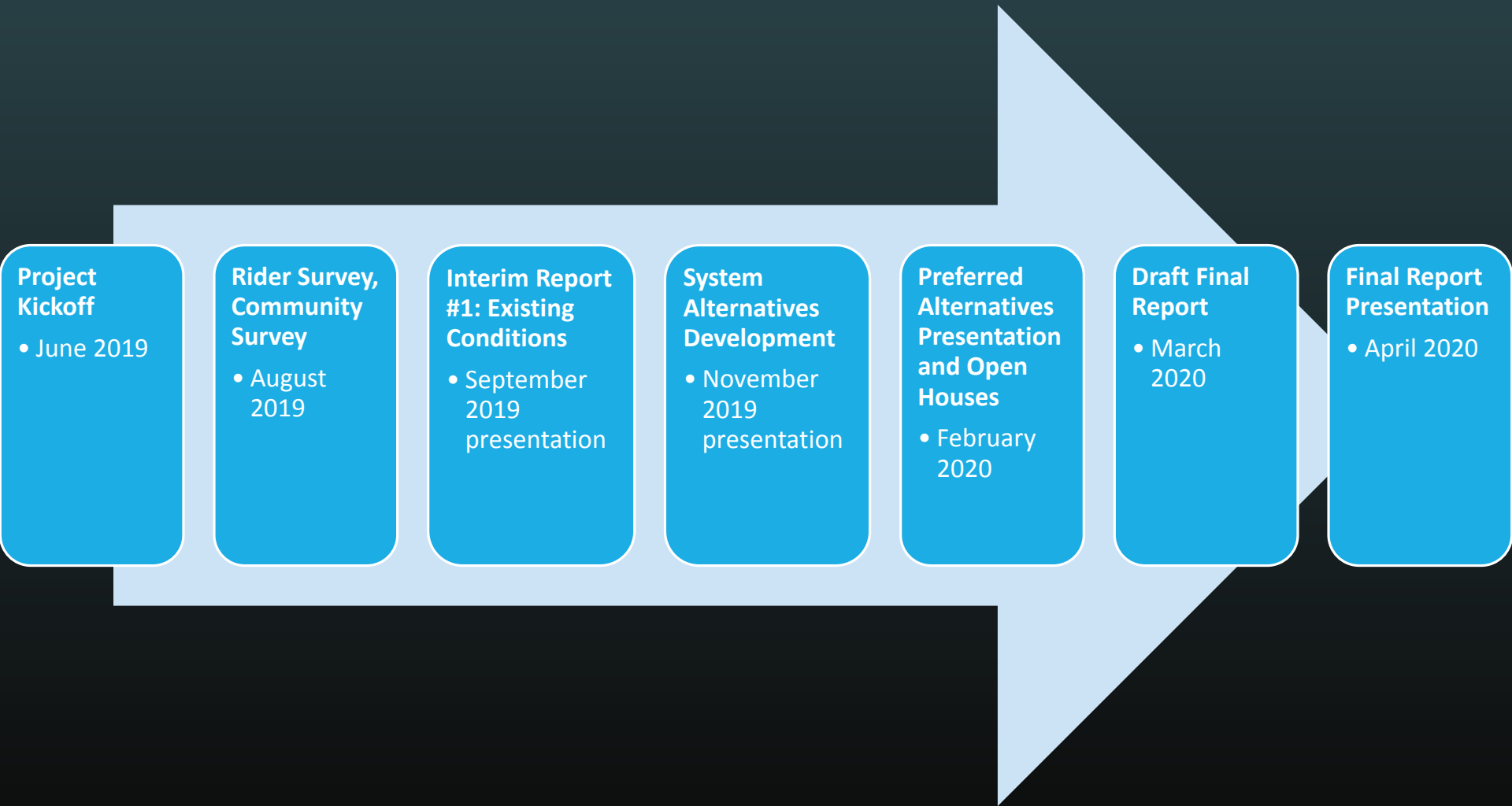
- ◆ Evaluate routing alternatives that will increase ridership, increase system efficiency, and reduce vehicle miles traveled
 - ◆ (intertwined with ITP goals and update process)

◆ Process:

- ◆ *Analysis of existing routes*
- ◆ *Development of preliminary route alternatives*
- ◆ *Preferred alternative(s) and technical analysis*
- ◆ *Public input and review of the preferred alternative(s)*
- ◆ *Draft and final 5-year Route Plan*
- ◆ *START Board Plan Recommendation: April 9th*



Timeline



Public Outreach

- ◇ Vigorous Community Outreach Process
 - ◇ Phase 1 – Stakeholder Interviews, Community Familiarization (June 2019)
 - ◇ Phase 2 – Rider Survey, Focus Groups, Driver Meeting, General Community Survey (August 2019)
 - ◇ 356 onboard rider survey responses
 - ◇ 641 online community survey responses
 - ◇ Phase 3 – Route Options Workshop (February 2020)
 - ◇ 5 different open houses
 - ◇ 125 attendees
 - ◇ Phase 4 – Community Survey on Route Options (February-March 2020)
 - ◇ 255 responses
 - ◇ Phase 5 – Draft Presentation (April 2020)

Final Recommended Plan Benefits

- ◇ *Estimated 55-60% ridership increase*
- ◇ *Direct routing for Town Shuttle and Teton Village routes*
- ◇ *Higher frequency to maximize ridership*
- ◇ *Increased commuter and regional services*
- ◇ *Efficient transit connections with travel times that are competitive with personal auto travel time*
- ◇ *Reduced VMT within Teton County, WY*
- ◇ *Introducing microtransit with smaller vehicles and real-time on-demand service for East Jackson*
- ◇ *New routes for south Jackson and south of Jackson*

Financial Plan

- ❖ FY2019 data used, given last full year
- ❖ In comparison, FY2020 adopted budget is \$5.7 million for operating expenses
- ❖ 3.5% inflation factor used

	Status Quo (FY 2019)	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Expenses						
Town Shuttle	\$1,808,959	\$1,109,000	\$1,148,000	\$1,188,000	\$1,230,000	\$1,273,000
Teton Village Routes	\$2,386,665	\$2,715,000	\$2,810,000	\$2,908,000	\$3,010,000	\$3,115,000
Rafter J-Melody-South Park Route		\$198,000	\$205,000	\$212,000	\$219,000	\$227,000
Microtransit		\$633,000	\$655,000	\$678,000	\$702,000	\$727,000
Star Valley Commuter	\$254,439	\$419,000	\$434,000	\$449,000	\$465,000	\$481,000
Teton Valley Commuter	\$267,702	\$460,000	\$476,000	\$493,000	\$510,000	\$528,000
ADA*	\$408,940	\$300,000	\$311,000	\$322,000	\$333,000	\$345,000
Bikeshare	\$74,107	\$75,000	\$78,000	\$81,000	\$84,000	\$87,000
Grand Targhee	\$75,511	\$122,000	\$126,000	\$130,000	\$135,000	\$140,000
Operating Expenses Subtotal	\$5,276,323	\$6,031,000	\$6,243,000	\$6,461,000	\$6,688,000	\$6,923,000
Implementation Capital Expenses (Excludes Ongoing Capital Projects and Fleet Replacements)						
Status Quo Capital	\$294,654					
Downtown Transfer Point		\$10,000	\$10,000			
Bus Stop Improvements for New Stops		\$10,000	\$10,000			
Stilson Improvements		\$100,000	\$75,000			
Park-n-Ride Lot Improvements		\$25,000	\$25,000	\$25,000		
Microtransit Start-Up Costs		\$40,000				
Capital Expenses Subtotal	\$294,654	\$185,000	\$120,000	\$25,000	\$0	\$0
Startup Expenses (For Accelerated Implementation in 6-9 months After Plan Adoption)						
Years 1-2 inefficiencies		\$225,000	\$100,000			
Additional marketing, education, outreach		\$50,000	\$20,000			
Consulting support, staff capacity building		\$65,000	\$25,000	\$25,875	\$26,781	\$27,718
Startup Expenses Subtotal	\$0	\$340,000	\$145,000	\$25,875	\$26,781	\$27,718
Total Expenses	\$5,570,977	\$6,556,000	\$6,508,000	\$6,511,875	\$6,714,781	\$6,950,718

Note: Assumes 3.5% annual inflation rate.

* ADA estimate includes \$275,000 from FY2020 plus \$25,000 for Rafter J

Source: LSC, 2020.

Supporting Infrastructure Needs

- ◆ Simple Downtown Transfer Point using existing assets, paint/signage
- ◆ Park and ride improvements/additions
- ◆ New bus stop locations supporting South Jackson Route
- ◆ Stilson Transit Center improvements and transit prioritization
- ◆ Roadway improvements to facilitate Bus Rapid Transit (BRT) between Town and Stilson

Final Recommended Plan Route Highlights

- ◈ Direct, higher frequency Town Shuttle
- ◈ Microtransit zone for East Jackson
- ◈ New Rafter J/Melody Ranch Route
- ◈ New high-frequency Express Teton Village Route
- ◈ New South Park Loop/Smith's Teton Village Route
- ◈ Doubling of service on Commuter Routes

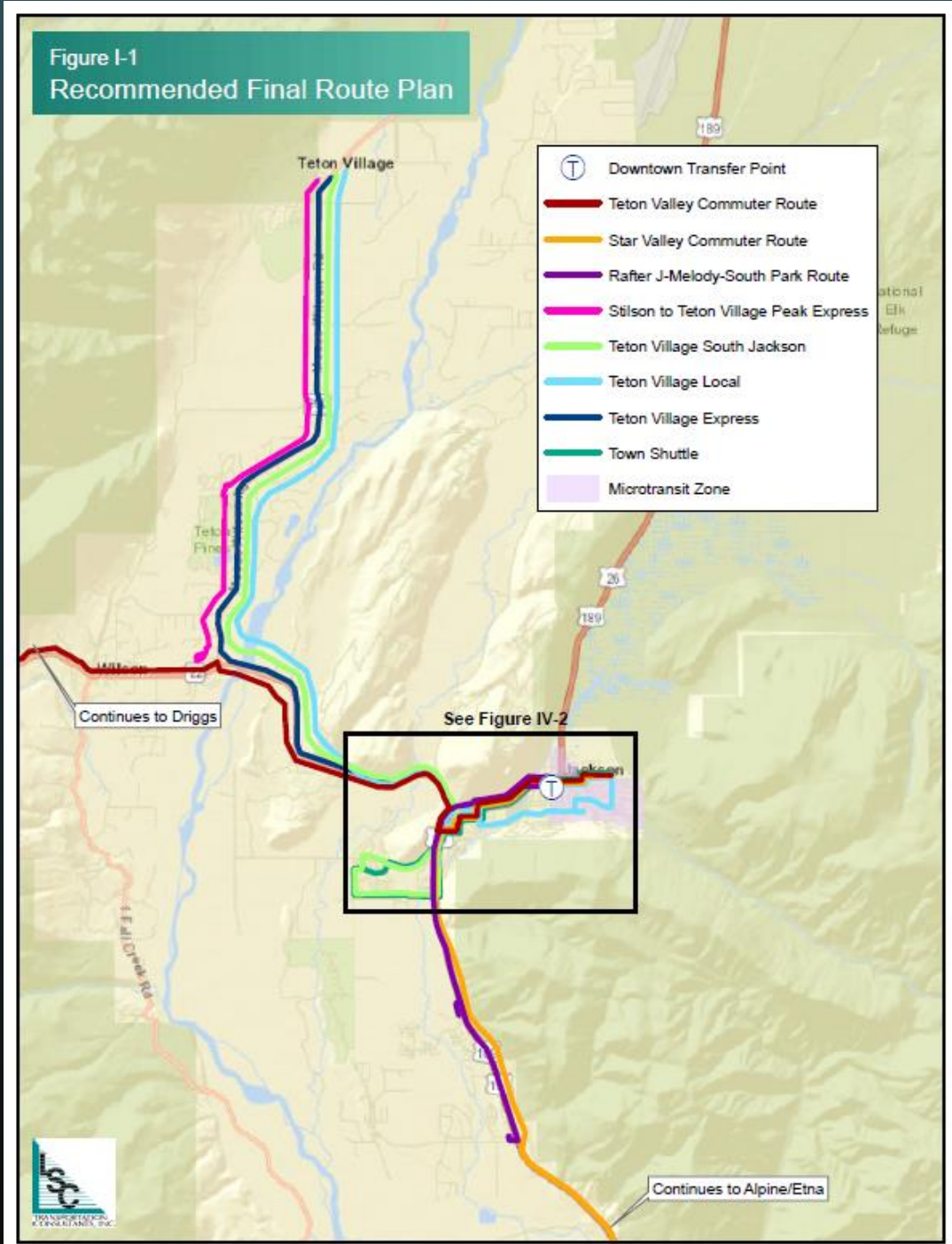
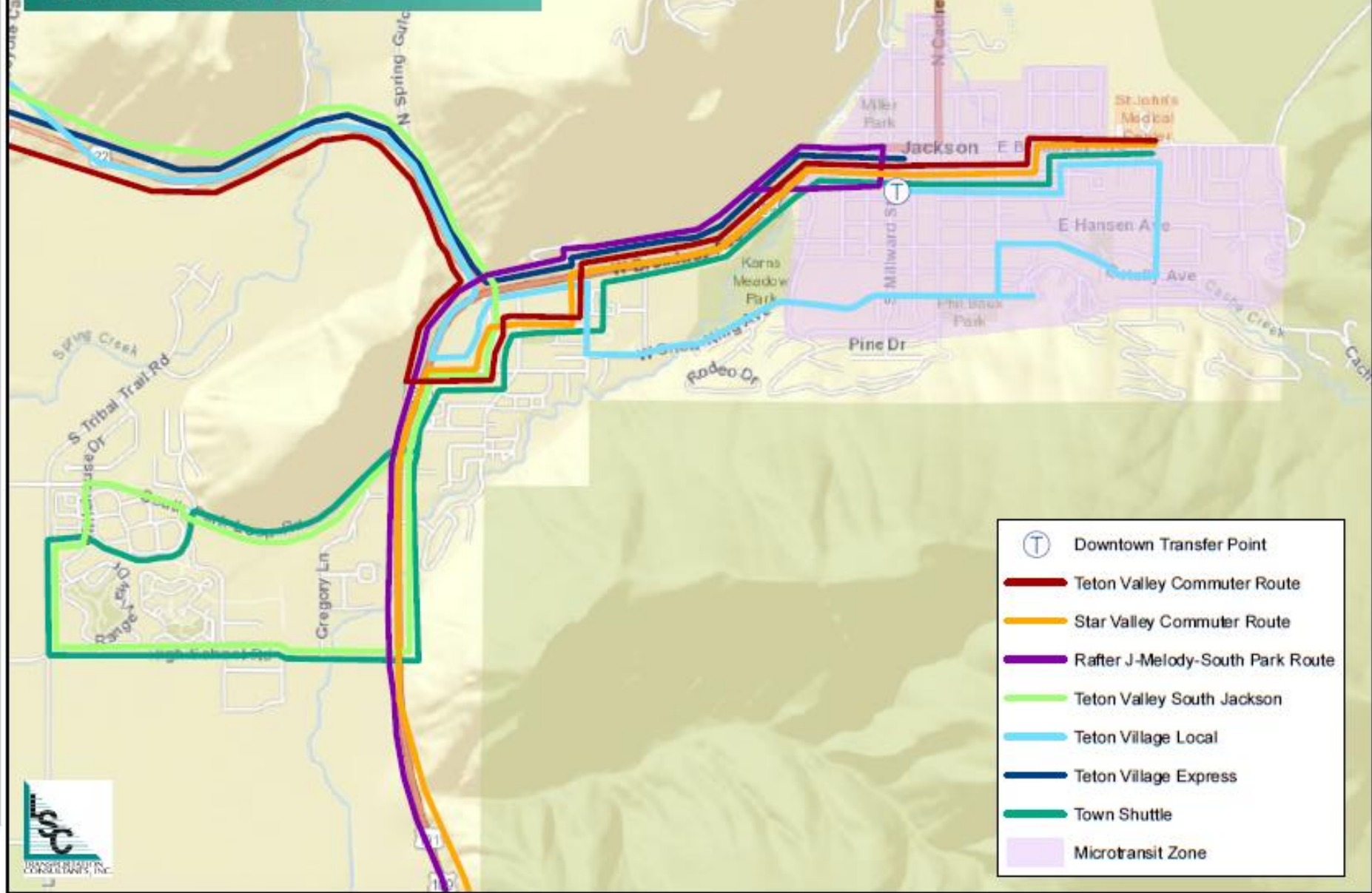
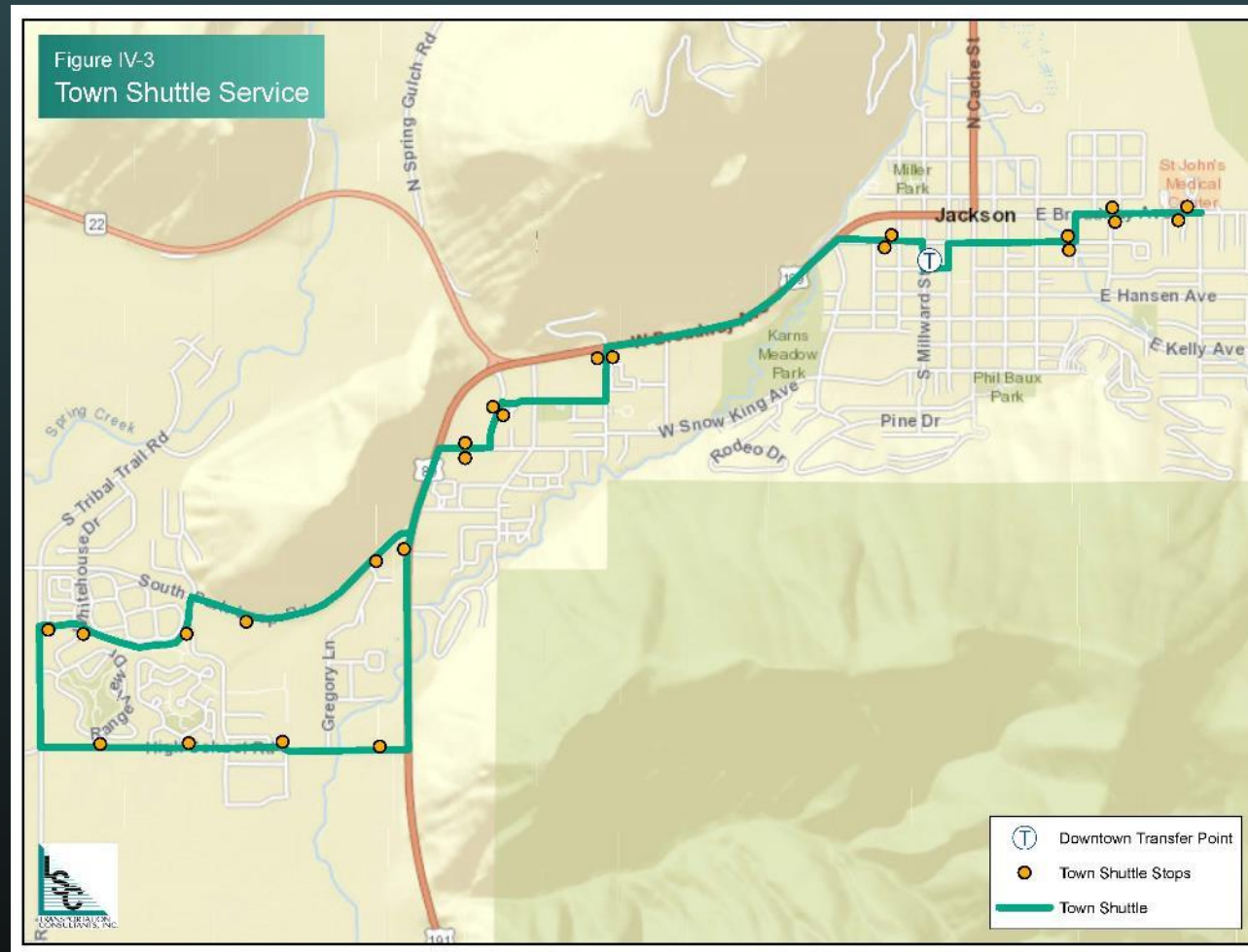


Figure I-2
Final Recommended Route Plan
Town of Jackson Detail



Town Shuttle

- ◇ 2 buses
- ◇ 20 min freq.
- ◇ 6a – 10p
year-round



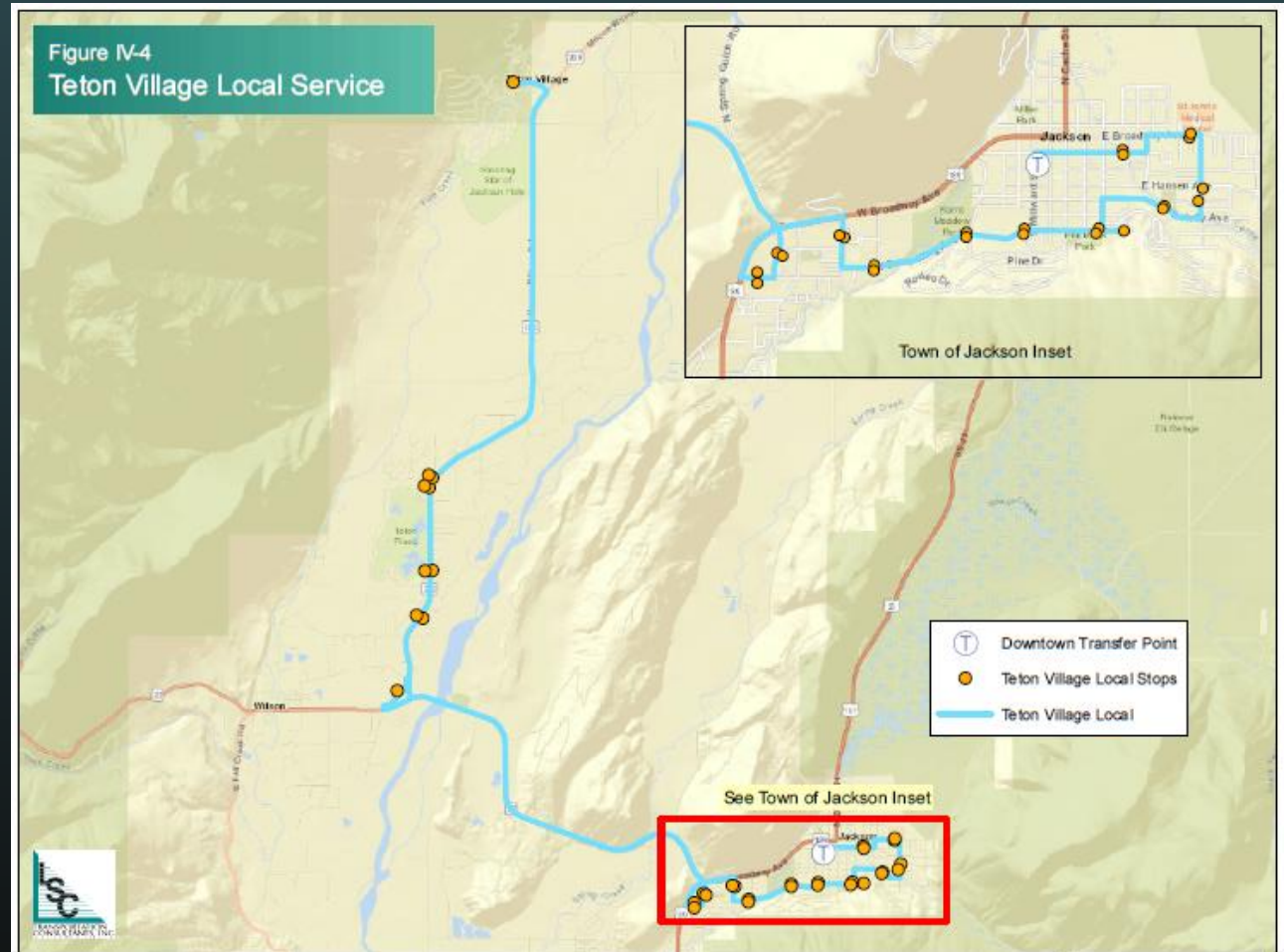
Microtransit

- ◆ On demand via app and phone dispatch
- ◆ 1 – 4 vans
- ◆ 10 min. response
- ◆ 7a – 8p year-round



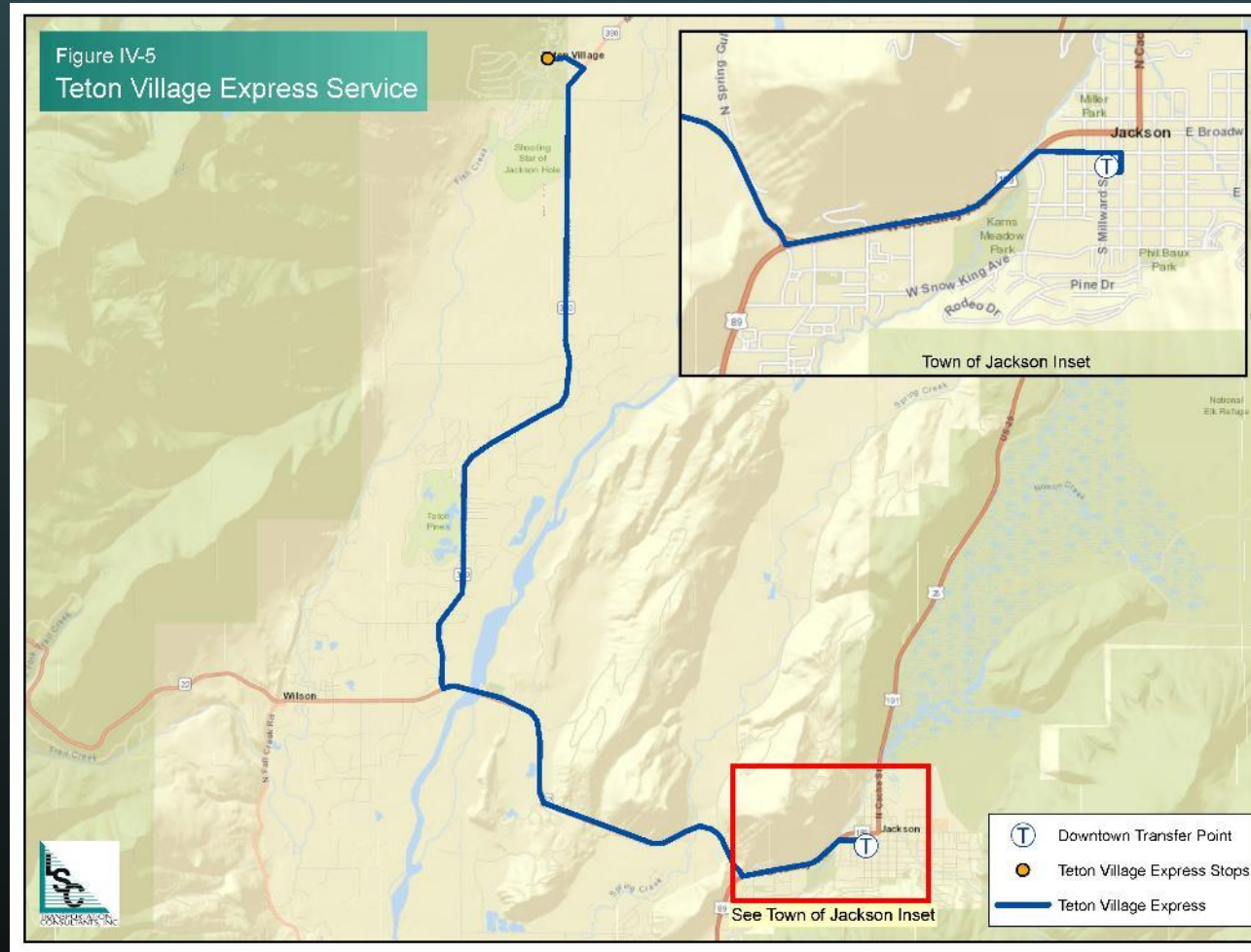
Teton Village Local

- ◇ 30 min. freq.
- ◇ 6a – 9p year-round plus extra early and late service in winter
- ◇ Serves dual purpose of local Jackson circulation and Village connection



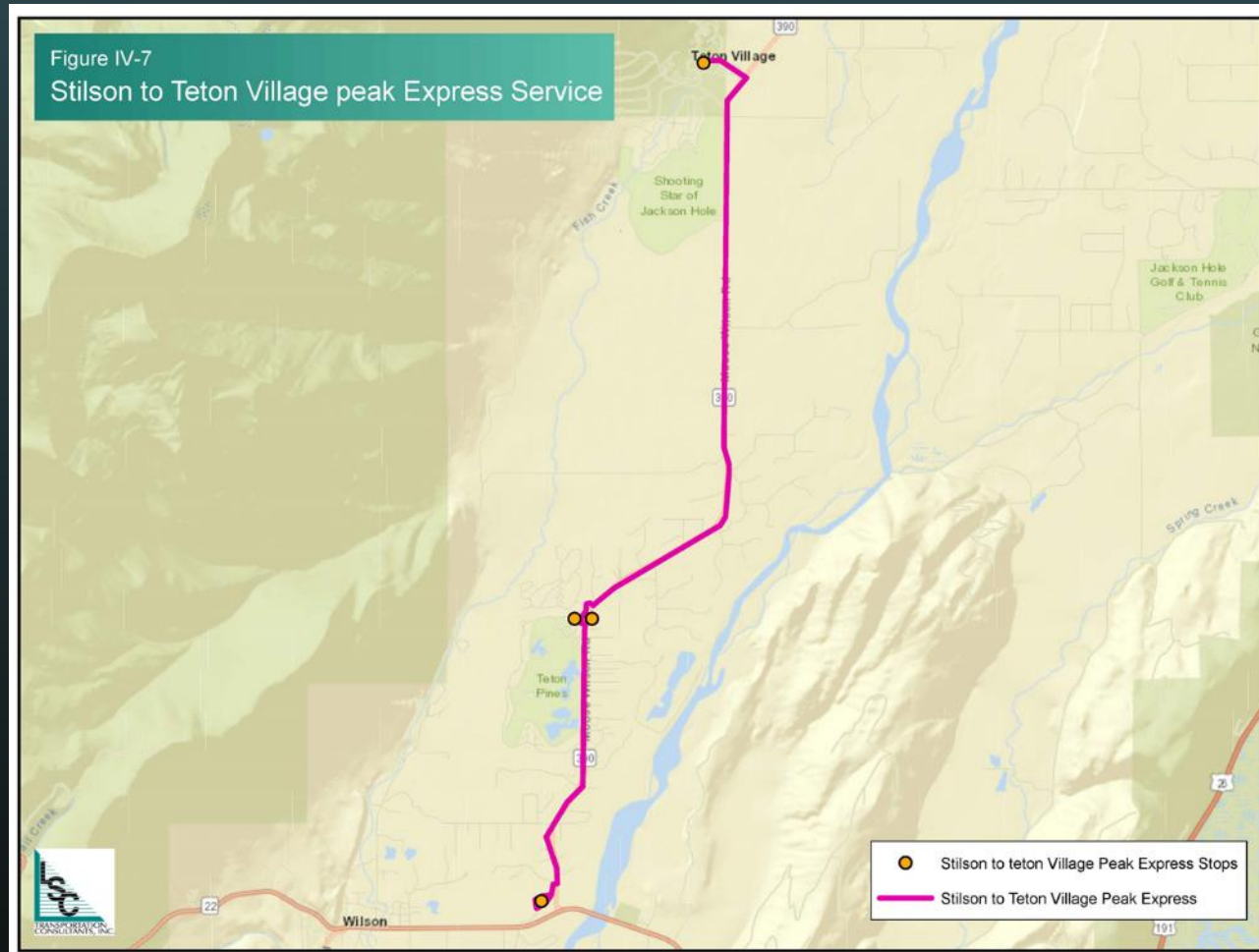
Teton Village Express (downtown to Village)

- ◆ Only two stops: Downtown and the Village
- ◆ 10 min. peak freq.
- ◆ Winter only



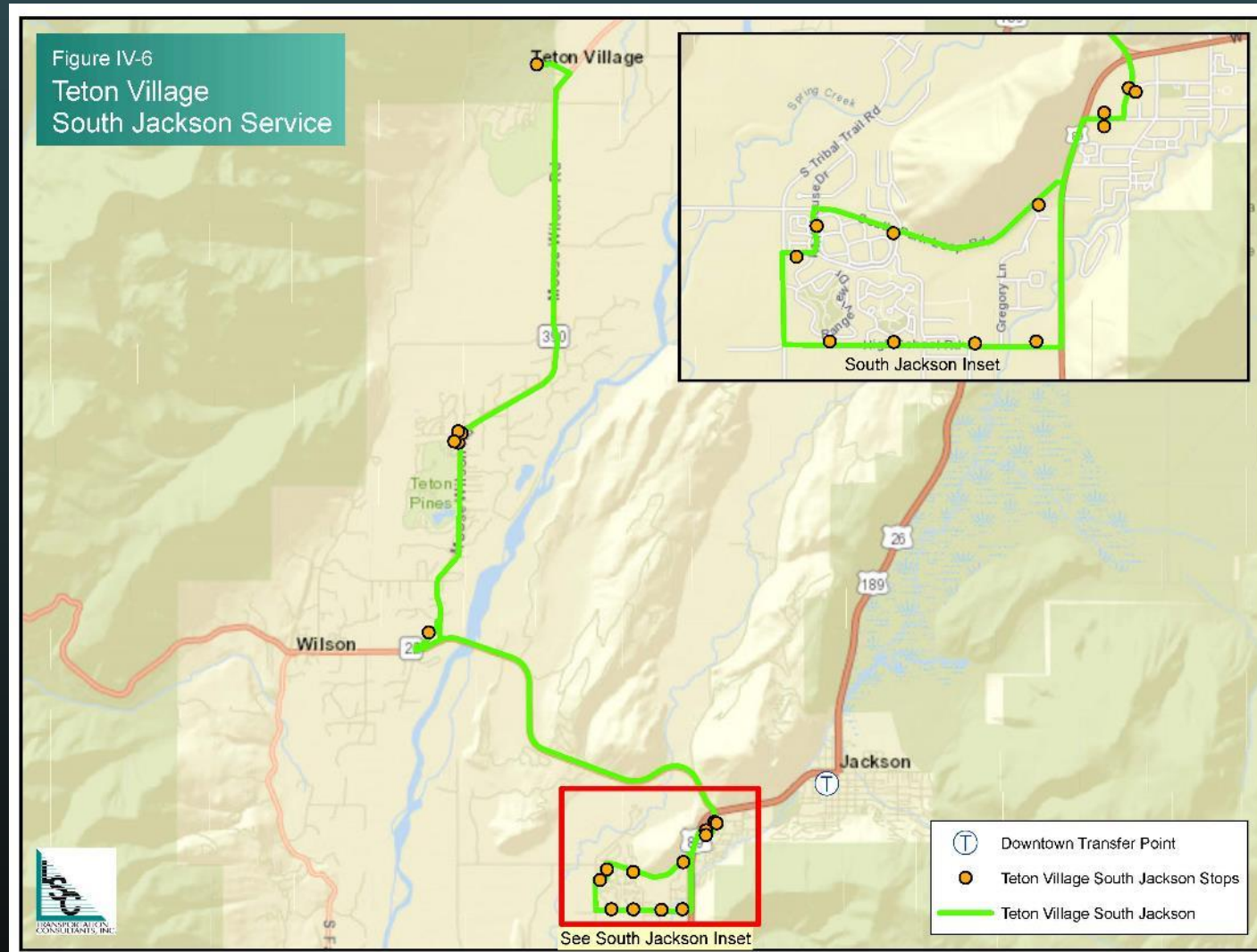
Stilson to Teton Village Express

- ◆ 15 min. freq.
- ◆ Morning and afternoon peak service
- ◆ Mid-Dec to end of Feb.



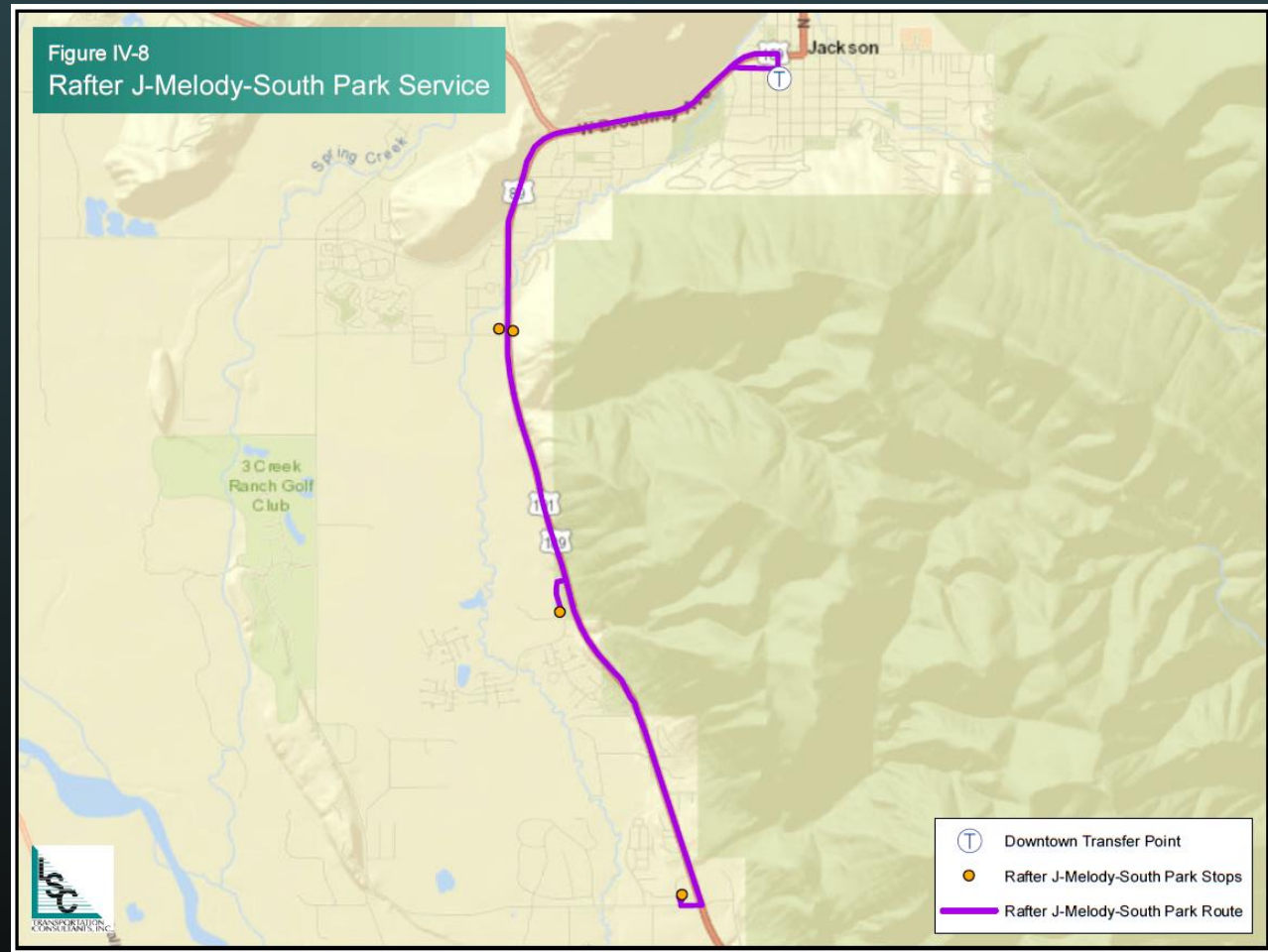
Teton Village – South Jackson

- ◇ 45 min. freq.
- ◇ 7a – 6p winter only



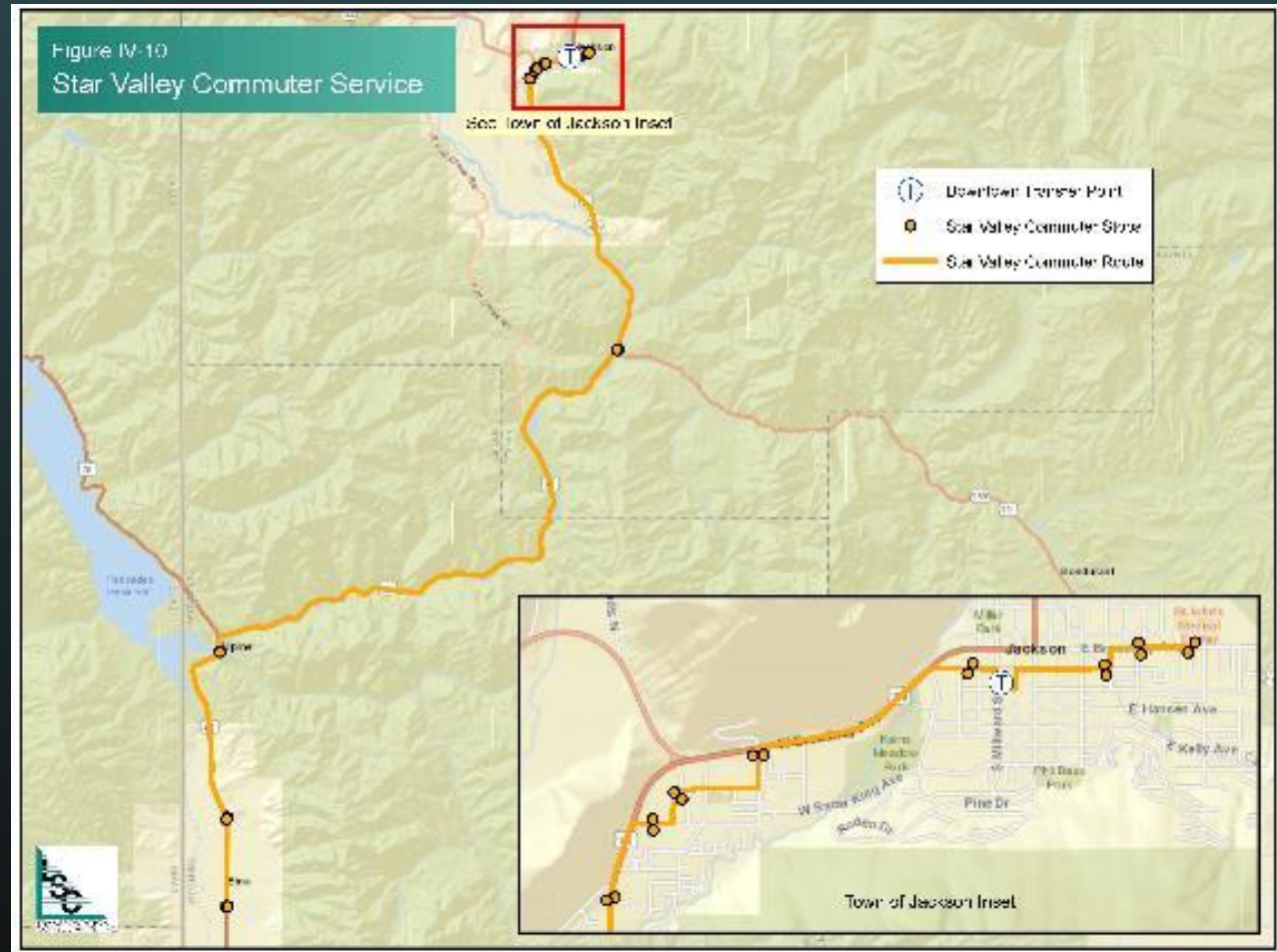
Rafter J-Melody Ranch South Route

- ◆ Serves limited points at highway entrances
- ◆ 30 min. freq.
- ◆ 6am-10am; 2pm-6pm
- ◆ Year round, weekdays



Star Valley commuter

- ◆ Increase service to 8 roundtrips per weekday
- ◆ More midday, evening options
- ◆ Similar route



Thank you!

- ◆ Project information posted:
lsctrans.com/start
- ◆ Questions?



START Routing Plan 2020-2025



Prepared for:



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Through its issuance of Request for Proposals (RFP) 19-20, issued on February 28, 2019, the Southern Teton Area Rapid Transit (START) sought a qualified consultant to develop the 2020-2025 Route Plan to evaluate alternative routing options for the START fixed-route bus system.

LSC Transportation Consultants, Inc. (LSC) was selected by START to complete this work. The project started in June of 2019 and has progressed incrementally since then with a series of reports, presentations, and public meetings – this final report is being delivered in March of 2020 with anticipated START board approval in April of 2020. The final step will be a presentation to elected officials in May of 2020 at the Joint Information Meeting.

PROJECT OVERVIEW AND PURPOSE

START Bus ordered this 2020-2025 Route Plan to determine the future of how START's routes can operate more effectively with maximum service effectiveness. The long-term strategic transit plan for START is established in the Jackson/Teton County Integrated Transportation Plan (the ITP is available at www.jacksontetonplan.com/239). The purpose of this START Route Plan is to evaluate routing alternatives that will increase ridership and reduce vehicle miles traveled, the central tenant of the ITP.

This Route Plan study is critical to improving ridership, making transit more competitive with driving, and maximizing existing resources of the 63,000 START bus hours. Given that the 2020-2025 Route Plan alternatives are largely limited by the existing resources, some of the routing actions or potential changes contemplated may not happen immediately. This Route Plan considers, among other things: routing options, service delivery modes, and supporting infrastructure needs (park and ride lots, bus stop improvements, hubs).

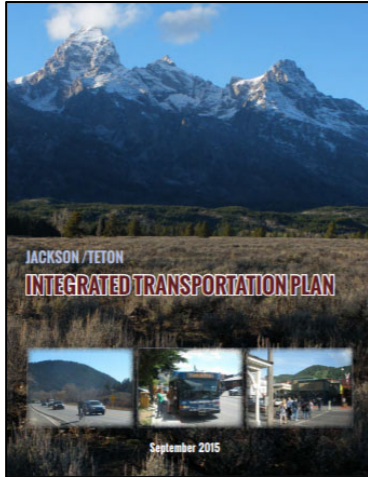
The study area of the project is the START service area, which includes the Town of Jackson and Southern Teton County in western Wyoming, as well as the communities of Alpine and Etna in Lincoln County, Wyoming, and the towns of Victor and Driggs in Idaho.

PROJECT CONTEXT

START is the transit provider for Jackson and Teton County, Wyoming, as well as providing commuter transit service for Teton County, Idaho. START originated in 1987 as a ski shuttle and has steadily expanded



service over the last 25 years. START currently operates year-round service on five fixed-routes, which can be grouped into three service types (commuter, corridor, circulator) based on the operating structure, fare type, and markets being served. Service intensity varies seasonally by route and can be divided into two distinct seasons: the winter season extending into the limited spring season, and the summer season extending into the limited fall season.



The ITP was adopted in 2015 to implement the Transportation section of the Jackson/Teton County Comprehensive Plan – the ITP establishes a Plan Scenario, which is a combination of actions that will reduce the growth in Vehicle Miles Traveled (VMT) by almost half by 2035, versus a status quo approach. At the heart of the Plan Scenario is a doubling of transit ridership from 2013 to 2024, then a redoubling from 2024 to 2035. The ITP Plan Scenario includes a list of 16 needed actions for implementation of the ambitious transit development goals, as well as, active transportation, transportation demand management, capital projects, and regional transportation planning. However, this project is focused on evaluating eight of these actions, as part of this 2020-2025 Route Plan development process:

- ➔ Evaluate demand for park ‘n ride facilities
- ➔ Increase service frequency of the commuter routes
- ➔ Implement express and local service on the commuter routes
- ➔ Implement express route to Teton Village in the winter
- ➔ Increase service on the Teton Village route in the summer
- ➔ Streamline the Town Shuttle route
- ➔ Increase service on the Town Shuttle route
- ➔ Provide or increase fixed-route transit service to Wilson and South Park

LSC understands the local context for this study and how important it is to get it right. We understand the challenges that the Town of Jackson, Teton County, and Jackson County areas face in sustaining and growing viable transit solutions. Issues such as the lack of affordable housing, traffic and congestion, and a desire to balance transportation access with resident quality of life and visitor experience must all be addressed. We understand that fostering collaboration and coordination of transportation services between the Town of Jackson, Teton County, Jackson County, the Jackson Hole Mountain Resort, Teton Village, and the surrounding rural commuter communities, both in Wyoming and Idaho, is critical, and we are sensitive to the political cooperation and compromises necessary for success.



STUDY OUTCOME AND APPROACH

The study process has followed a series of project deliverables:

- Analysis of existing routes
- Development of route alternatives
- Technical analysis of the alternatives
- Public input and review of the alternatives
- Recommended route alternatives and final plan



The outcome of this planning process is this final report with an actionable strategic 2020-2025 Route Plan driven by community input that includes creative options and scenarios, technical route alternatives analysis, a robust resource analysis, recommendations for service sustainability, and key service expansion opportunities.

Each step in the process has been informed by the previous steps and associated deliverables in a way that has built towards this final report and its recommendations. The intent has been to create a process that is clear and incremental. The Town of Jackson Town Council is ultimately responsible for approval of this plan, but the START Board and a specifically-established 2020-2025 Route Plan Advisory Committee has provided study oversight, feedback on study progress, review of progress reports and Interim Reports, and direction for the development of the final report.

OVERVIEW OF ROUTE PLAN

As shown in Figures I-1 and I-2, the final Route Plan consists of:

- More direct Town Shuttles with improved frequency
- Simplified Teton Village routes, along with a new high frequency express route and a route version from Smiths, and improved year-round frequency
- New connectivity to areas south of Jackson (Melody Ranch, Rafter J) via a new fixed route
- Microtransit serving East Jackson

BENEFITS OF ROUTE PLAN

The route and service details contained herein are built around fulfilling START goals established in the ITP through the following key concepts:

- More efficient and direct routing overall
- Higher frequency to maximize ridership
- Increased commuter and regional services
- Adding a new route to connect to points south of the Town of Jackson
- Using microtransit as a more flexible and context appropriate solution for East Jackson

Once implemented, and as shown in Table I-1, this final Route Plan will create many community benefits including:

- Increased overall ridership by an estimated 60%
- Connections between key destinations with transit travel times that are competitive with personal auto travel time
- Reduced Vehicle Miles Traveled (VMT) within Teton County, WY
- Smaller vehicles with lower neighborhood impact for East Jackson

Figure I-1
Recommended Final Route Plan

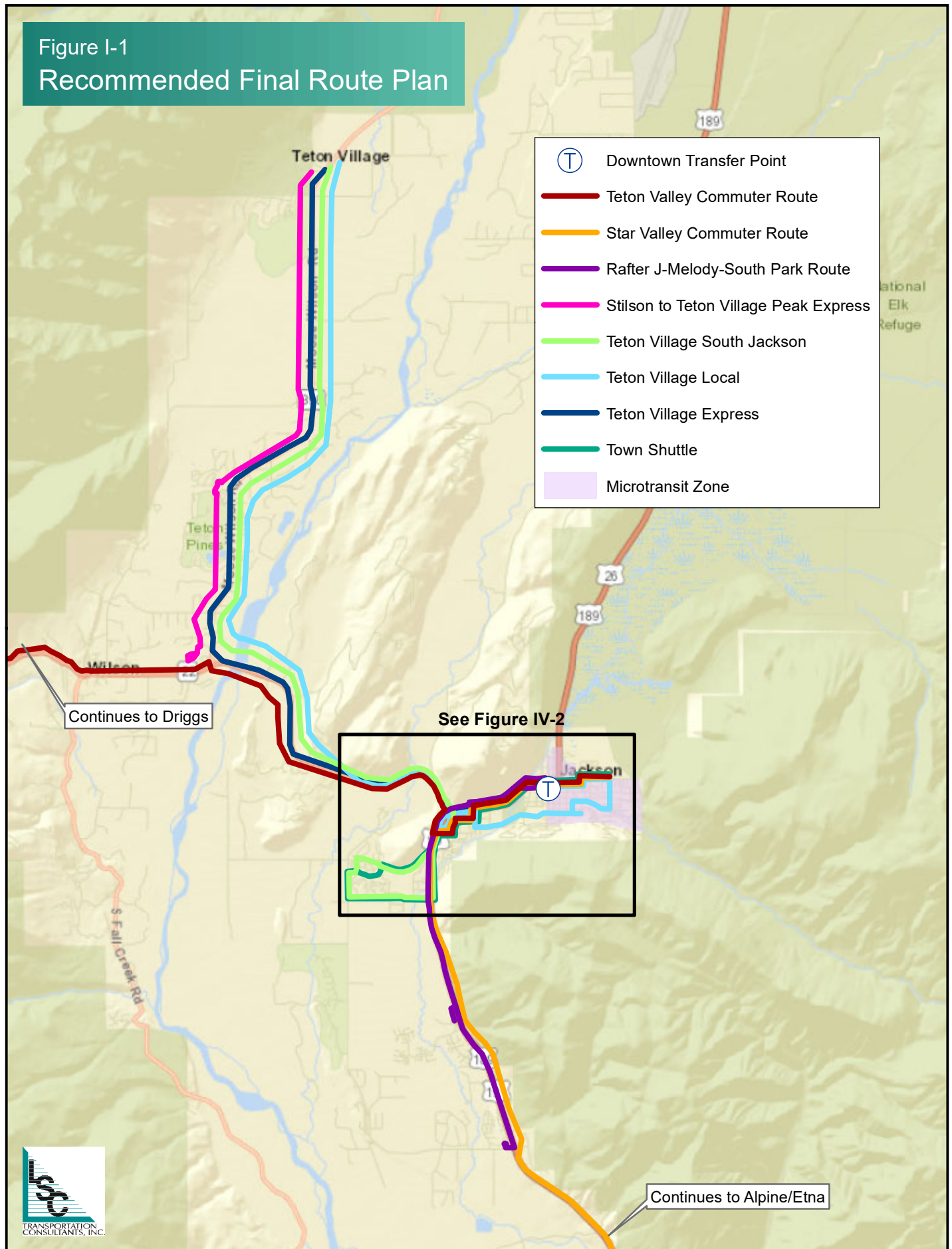
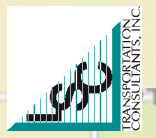
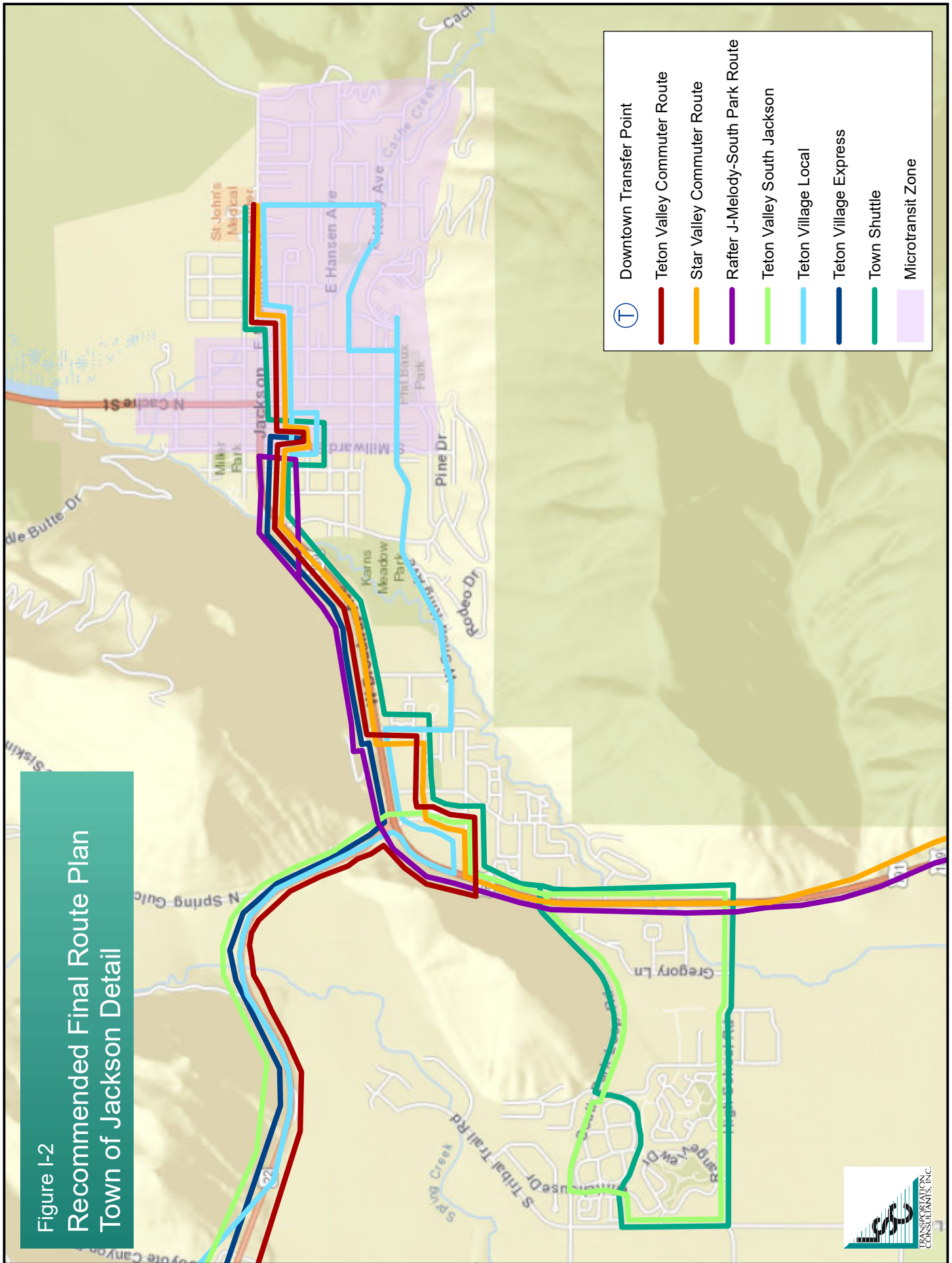


Figure I-2
Recommended Final Route Plan
Town of Jackson Detail



- Reduced cost per passenger
- Increased efficiency and estimated productivity
- No increase in peak buses

Table I-1: Comparison of Final Plan with Status Quo								
	Operating Cost	Revenue Hours	Total Hours	Ridership	Cost per Passenger	Passengers per Revenue Hour	Impact on Transfers	Number of Peak Buses
Status Quo (FY2019)	\$4,717,765	39,589	59,616	1,082,089	\$4.36	27.3	-	27
Final Plan	\$5,530,000	61,000	72,000	1,750,000	\$3.16	28.7	Microtransit will increase transfers for E. Jackson riders	26 + microtransit vehicles
FY2020 (Est.)	\$5,306,292	46,726	65,645	-	-	-	-	-

Source: LSC, 2020.

It should be noted that ridership is an estimation for the final Route Plan once it is at maturity, which is usually at year three. Using various demand estimation models, based on industry best practices, the ridership at year three yielded 1,750,000 one-way rides – actual ridership will likely fall in a range of 1,600,000 to 1,900,000 and will be dependent on many external factors such as downtown Jackson parking strategies, local economic conditions (especially employment levels and visitation numbers), gas prices, and roadway infrastructure development.

REPORT CONTENTS

This Interim Report includes eight chapters in total, organized with demographics, background research, and organizational analysis preceding a review of progress made on the ITP goals to date, analysis of existing routes, initial stakeholder input, financial analysis, and infrastructure.

- ➔ Chapter II considers the context for the project.
- ➔ Chapter III reviews the public outreach process.
- ➔ Chapter IV contains details on the final Route Plan.
- ➔ Chapter V presents implementation details.
- ➔ Chapter VI gives a summary of previous project deliverables and work products.



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Chapter II: Context and Need

The 2020-2025 Route Plan was established as a priority activity in the Jackson/Teton County Integrated Transportation Plan (the ITP is available at www.jacksontetonplan.com/239), adopted in 2015 to implement the Transportation section of the Jackson/Teton County Comprehensive Plan.

PROJECT CONTEXT

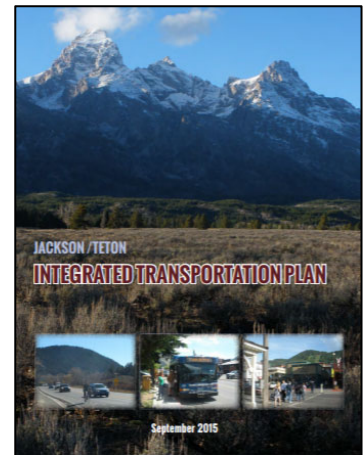
As the regional transit provider for Jackson and Teton County, Wyoming, as well as providing commuter transit service for Teton County, Idaho, START has grown significantly over the last 25 years since its inception in 1987 as a local ski shuttle. Over the years, START services have grown to include five fixed-routes, which can be grouped into three service types (commuter, corridor, circulator) based on the operating structure, fare type, and markets being served. Service intensity varies seasonally by route and can be divided into three distinct seasonal service profiles: the winter season, the summer season, and the shoulder seasons of fall and spring, which have continued to shrink in duration as tourism has grown to include the early summer and fall.

START services have grown organically over the years as needs have been identified and service requests have been made. This growth has often been without a comprehensive system-wide approach to service connectivity and efficiency. The 2020-2025 Route Plan seeks to correct this by taking a look at how best to deliver service throughout the START service area.

Linkage to ITP

The ITP establishes a Plan Scenario, which is a combination of actions that will reduce the growth in Vehicle Miles Traveled (VMT) by almost half by 2035, versus a status quo approach. At the heart of the Plan Scenario is a doubling of transit ridership from 2013 to 2024, then a redoubling from 2024 to 2035. The ITP Plan Scenario includes a list of 16 needed actions for implementation of the ambitious transit development goals, as well as active transportation, transportation demand management, capital projects, and regional transportation planning. However, the Route Plan project is focused on evaluating eight of these actions, as part of this 2020-2025 Route Plan development process:

- Evaluate demand for park 'n ride facilities
- Increase service frequency of the commuter routes
- Implement express and local service on the commuter routes
- Implement express route to Teton Village in the winter
- Increase service on the Teton Village route in the summer
- Streamline the Town Shuttle route
- Increase service on the Town Shuttle route
- Provide or increase fixed-route transit service to Wilson and South Park



Details of the key indicators under the Baseline and Plan Scenario are shown in Table II-1.

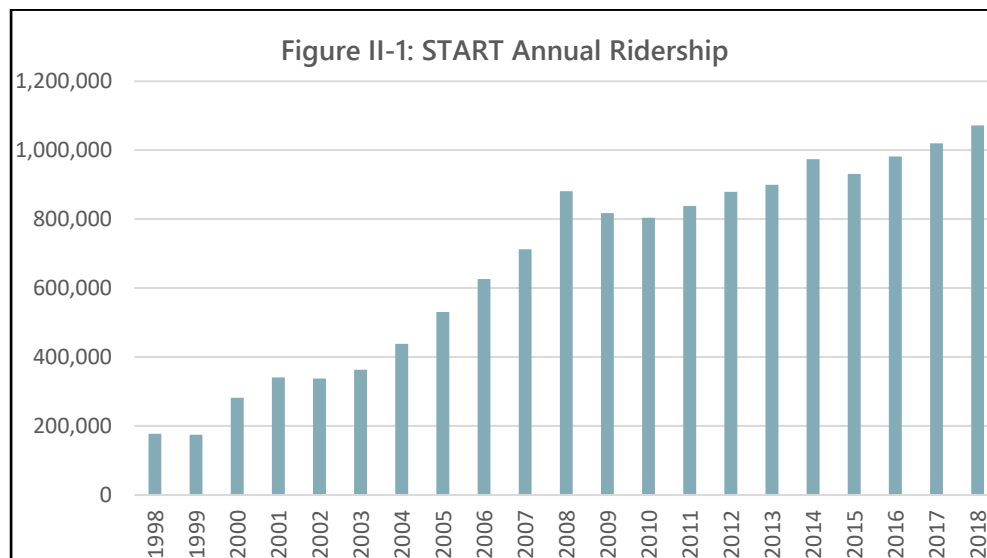
Table II-1: Key Indicators from the ITP (source: Charlier Associates, Inc.)

Indicator		Base Year	Baseline Scenario		Plan Scenario	
		2013	2024	2035	2024	2035
Mode Share (of total annual trips)	SOV (single occupant vehicle)	54%	54%	54%	51%	48%
	MOA (multiple occupant auto)	29%	29%	29%	29%	29%
	Walk	9%	9%	9%	10%	11%
	Bicycle	7%	7%	7%	8%	9%
	Transit	1%	1%	1%	2%	3%
Annual vehicle miles traveled (VMT)		480 million	550 million	610 million	525 million	560 million
% Growth in VMT from 2013		-	14%	28%	9%	17%
Annual transit ridership		0.9 million	1.1 million	1.2 million	1.8 million	3.6 million

The theme of Chapter 2 of the ITP is “Make Transit a Viable Choice” and this 2020-2025 Route Plan seeks to fulfill this goal of making transit a more viable choice through improvements in route frequency and directness.

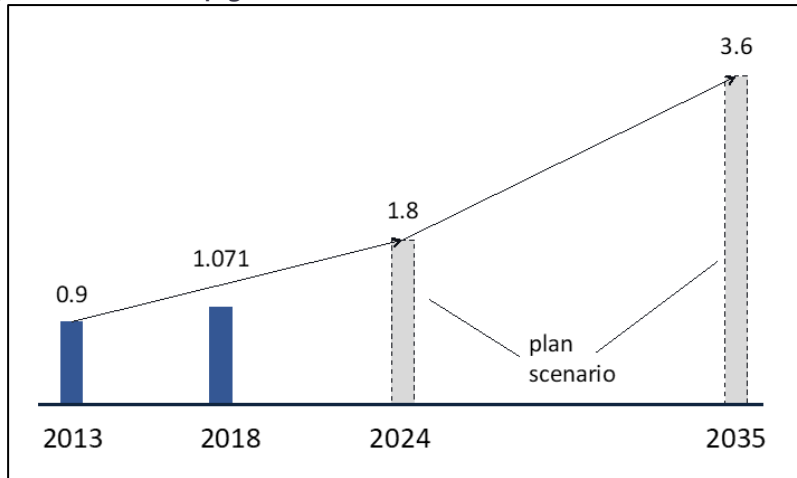
RIDERSHIP GROWING... BUT NOT FAST ENOUGH

As shown in Figure II-1, START ridership has grown significantly over the past two decades, growing from under 200,000 one-way rides annually in 1998 to almost 1.1 million in 2018.



However, this pace of ridership growth in the past few years is falling short of the ITP goals and needs to increase quickly in order to keep pace, as shown in Figure II-2.

Figure II-2: Ridership goal from ITP (source: Charlier and Associates, Inc.)



The Route Plan recognizes this urgency by creating a plan focused on ridership growth.

TRAFFIC AND CONGESTION GROWTH

The ITP is currently undergoing a technical update, as of early 2020, which shows that the need for growth in transit services and usage can't come fast enough. One of the most striking key indicators, as shown in Figures II-3 and II-4, is the growth in total annual VMT that has occurred between 2013 and 2018 – the data show that VMT is already well above the original ITP plan projections for 2035.

Figure II-3: VMT growth vs. ITP plan (source: Charlier and Associates, Inc.)

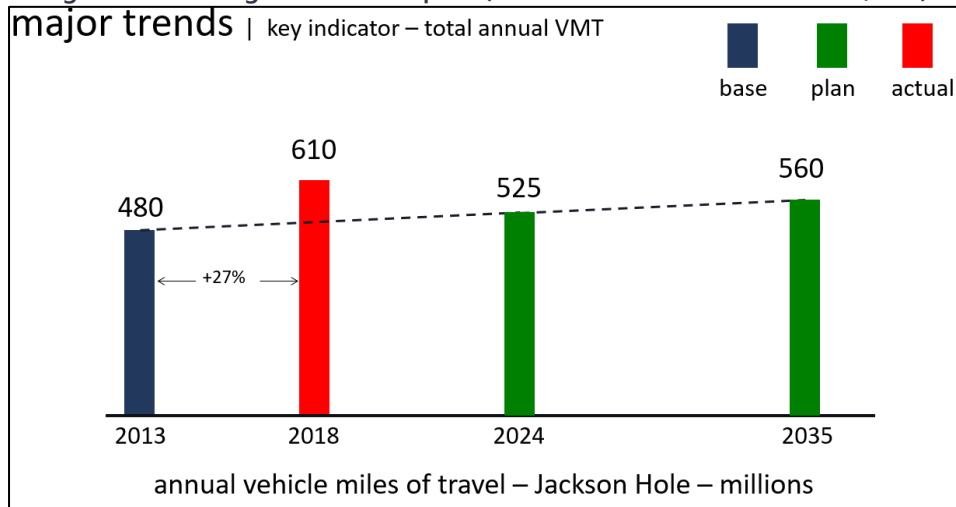
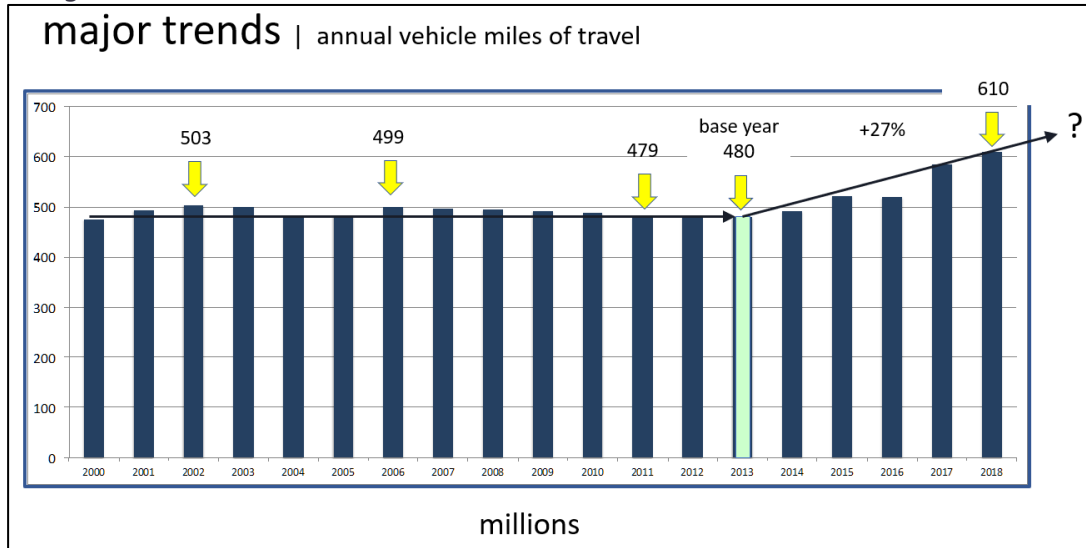
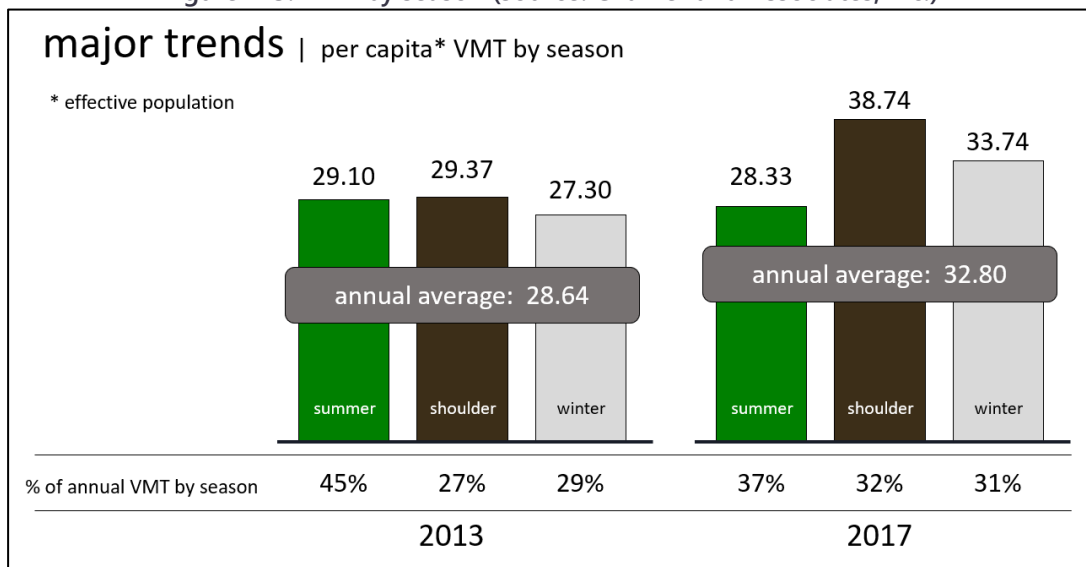


Figure II-4: VMT trend between 2000 and 2018 (source: Charlier and Associates, Inc.)



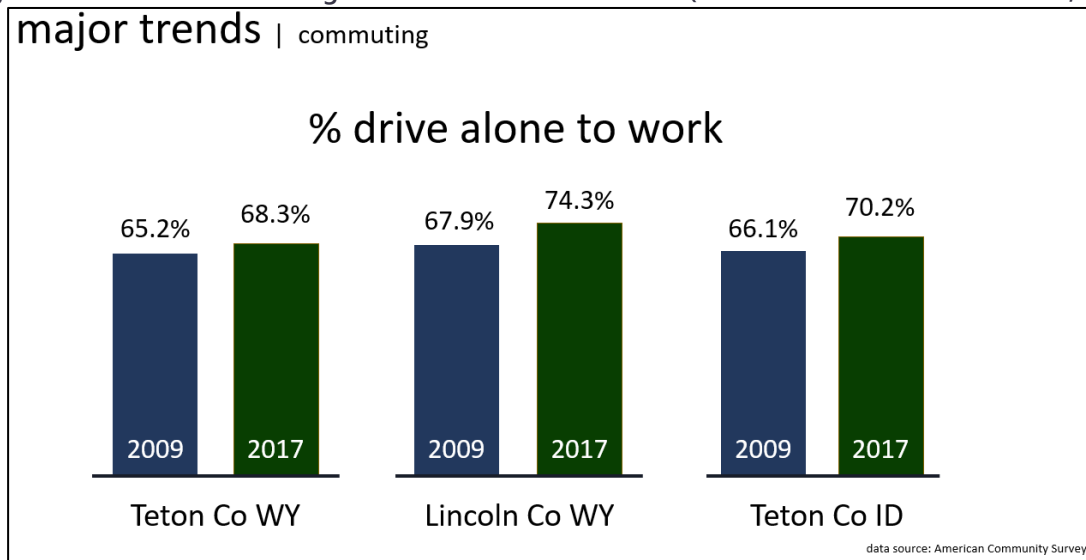
VMT growth between 2013 and 2017 has been focused on the winter and shoulder seasons, as shown in Figure II-5, with summer VMT actually dropping slightly. This points to a need to continue to bolster winter and shoulder season transit services.

Figure II-5: VMT by season (source: Charlier and Associates, Inc.)



Another pertinent trend highlighted in the recent ITP update is the percentage of commuters driving alone to work, which has grown across all counties served by START commuter routes, as shown in Figure II-6.

Figure II-6: Commuters driving alone to work 2009 vs. 2017 (source: Charlier and Associates, Inc.)



EMERGING MOBILITY TRENDS

The 2020-2025 Route Plan is being completed during a time of much change and innovation within the public transportation space. As part of the planning process, we have identified several trends with applicability to START and the Route Plan.

Trend #1: Microtransit

What Is It?

Microtransit is a form of demand response transit that leverages smartphone technology using an app to match trip requests in real-time to dynamic/flexible routes in a defined service area. It typically operates with smaller vehicles, such as cars or vans, which are often electric.



What Are The Critical Success Factors?

Microtransit has been around for several years and many lessons have been learned in how to build a successful microtransit program:

- Smaller service area of one to four square miles, usually connecting to a transit center which transfers to frequent fixed route service
- Medium density of housing
- Ability to group trips to/from key destination at similar times
- Fare structure that balances convenience and ridership
- Robust marketing and public education
- Accessible vehicles and call-in option for those without smartphones

Operational Considerations

Microtransit can be contracted turn-key with an experienced vendor or operated directly by the transit agency utilizing purchased real-time ride-matching technology. Productivity can be lower than fixed-

route bus (microtransit typically operates at between four and nine passengers per hour) and costs may vary by the number of vehicles needed to serve the demand. The smaller vehicles utilized operate at lower cost per hour and provide more flexibility in where they serve. Residential neighborhoods may find that microtransit is less impactful than fixed route bus service due to reduced noise and vehicle pollution.

Applicability for Jackson

The east Jackson area and incorporating downtown has been identified as a place where microtransit could be appropriate and successful.

Trend #2: Mobility Hub

What is it?

A mobility hub is a physical space where multiple transportation modes can interact, providing a seamless transportation experience for end users. A mobility hub facilitates to make a user's trip easy and interconnected with a view of mobility as a service.

What Are The Critical Success Factors?

A mobility hub should incorporate:

- Seamless interconnectivity between transportation modes such as fixed route bus, microtransit, bike share, and pedestrian/bicycle infrastructure
- Single-point, app-based ticketing and trip planning resources
- Real-time customer information, across modes
- Smart infrastructure that relays real-time parking availability information and traffic updates
- Space for buses to operate and passenger amenities such as shelters and bathrooms

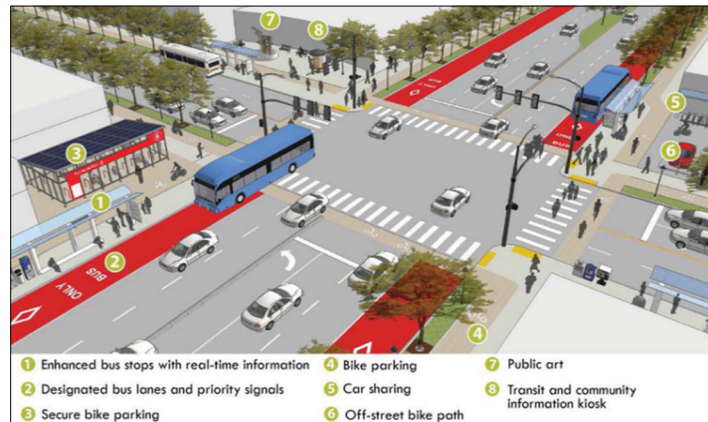


Image credit: City of Boulder, CO

(<https://bouldercolorado.gov/goboulder/north-boulder-mobility-hub>)

Operational Considerations

A mobility hub requires that cities, transit agencies, bike and car share providers, and technology providers cooperate and combine efforts, often through information sharing, co-branding, and platform integration. The mobility hub concept requires dedicated physical space and a safe, well-developed pedestrian and bicycle environment. There are often many technology challenges to implementing this concept.

Applicability for Jackson

The downtown area around the intersection of Pearl Ave. and Millward St., near the existing downtown parking structure has been identified as a place where some of the mobility hub concepts could be applied long-term.

Trend #3: Bus Rapid Transit and Transit Prioritization

What Is It?

Bus rapid transit (BRT) is a term for high frequency bus service that operates on a dedicated lane, shoulder, or corridor that is typically as quick or quicker than car travel and has characteristics such as:

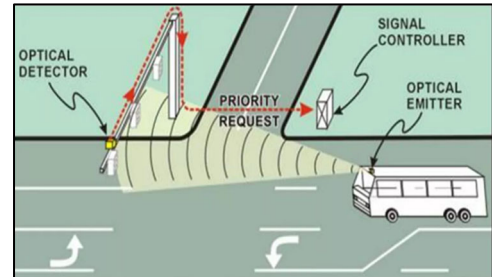
- Limited stops and longer distances between stops than typical fixed route bus service; usually half a mile or more between stops
- Enhanced bus stops that offer zero height entry and exit utilizing train station style platforms
- Unique bus designs that often have larger door openings for quicker boarding and unloading
- Electronic ticketing or fare media that offer “tap and board” convenience
- 15 minute or less headways between buses
- Has infrastructure for buses to operate quickly, sometimes in the form of dedicated lanes or separate bus-only corridors, but can also utilize high occupancy vehicle (HOV) or high occupancy toll (HOT) lanes shared with private vehicles. Can also utilize highway shoulders if there is space (called bus-on-shoulder or BOS).
- BRT and BOS tools have been successfully deployed in other mountain resort communities including the Glenwood Springs to Aspen, CO corridor, operated by the Roaring Fork Transportation Authority, and the Park City Transit Silver Line on SR224 between Kimball Junction and Park City, Utah.



What Are The Critical Success Factors?

In order for BRT or BOS to succeed, there are several considerations:

- There must be dedicated infrastructure that is well maintained and clearly marked or signed to indicate that only buses can operate in the space
- Travel time advantage over single occupancy vehicles (SOVs) should be the goal, as this creates operational efficiency and motivation to use the bus
- Technology must be integrated and be tied to the infrastructure such as transit priority traffic signals that allow the bus to go before other vehicles or on-demand to keep the bus moving quickly
- Public education, signage, and marketing around how the infrastructure operates, what types of vehicles are allowed to be in which lanes, and what times of day to accept certain roadway operations (in some national examples, buses only use the shoulder during commuter times and/or HOV lanes are only designated as such during commute times)



Operational Considerations

BRT or BOS solutions require transit operators to alter normal operations. BRT or BOS often requires specialized buses, advanced driver training, high frequency bus service with extra cost, and technology integration between the buses and the roadway infrastructure such as transit priority signals.

Applicability for Jackson

The applicability of BRT and HOV has been discussed extensively lately as part of the Wyoming Department of Transportation (WYDOT) Snake River Bridge replacement on WYO 22 (as identified in the Draft Wyoming 2020 State Improvement Program) and the WYO 22/WYO 390 intersection improvements. The programmed improvements consist of bridge replacement over the Snake River, WYO 22/WYO 390 intersection modifications, and roadway widening to 4-lanes.

BRT, HOV, BOS, and transit prioritization tools all have benefits to START as part of these WYDOT planned improvements. Incorporating park and ride improvements to the Stilson Transit Center and Parking would also be beneficial and should be a part of any roadway improvements in this area.

CONCLUSIONS

The context described in this chapter points to an urgency to move forward quickly to implement the START system improvements described in this final report. Recent spikes in VMT and SOV mode use, new emerging mobility trends, and current infrastructure projects with transit impacts all reinforce the need to position START for future ridership growth and community impact. Through strategies described in this plan, START will be able to positively impact emission reduction goals and traffic mitigation.

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Chapter III presents the public input gathered throughout this study as well as discussion on how the Preferred System Alternative was modified in the final plan based on public input.

PUBLIC OUTREACH PLAN

In response to the START RFP# 19-20, 2020-2025 Route Plan, LSC proposed a robust public outreach plan to support the plan development and ensure implementation. The public outreach goal for the project was to connect with as many people as possible through a public involvement effort that engages key partners, stakeholders, and constituents throughout the entire planning process via five phases of public engagement and outreach. The public outreach plan included four phases:

- ➔ Phase 1 – Stakeholder Interviews, Community Familiarization (June 2019)
- ➔ Phase 2 – Rider Survey, Focus Groups, Driver Meeting, General Community Survey (August 2019)
- ➔ Phase 3 – Route Options Workshop (February 2020)
- ➔ Phase 4 – Community Survey on Route Options (February 2020)
- ➔ Phase 5 – Draft Presentation (April/May 2020)

Kick-Off Trip

The LSC team traveled to Jackson June 25 through 27, 2019 to kick-off the project and conduct initial community familiarization, outreach, and engagement.

Stakeholder Interviews



As part of the initial community engagement, LSC interviewed a variety of stakeholders with the purpose of introducing the plan and its process to the community, as well as soliciting feedback on community transportation needs. LSC conducted stakeholder interviews with representatives from:

- Town of Jackson - Larry Pardee, Town Manager
- St. Johns Medical Center - Thom Kinney, Human Resource Director
- Teton Village Association - Melissa Turley, Executive Director
- Jackson Hole Mountain Resort - Mike McGrath, Parking and Transportation Manager
- START Board - Seadar Davis, Vice Chair and Susan Mick, Chair
- START staff

The following takeaways were gained from the stakeholder interviews:

- START has grown organically, and this plan presents the opportunity to look at the system more strategically and efficiently.
- Service options should incorporate multimodal options as well as a variety of service types, such as vanpool.

- Service options should consider current and future development patterns, as well as the location of employee housing.
- Park-n-ride lots:
 - Where should new lots be located?
 - How can existing lots be used more efficiently?
 - Is there an opportunity to partner with a business in Jackson for an in-town lot?
- What are other resort communities doing? What are the industry best practices that could be applied to START?
- Unserved/underserved areas to consider: airport, Grand Teton National Park, Moose, Wilson, Rafter J, South Park, and the new Munger Mountain elementary school.
- WyDOT road improvements by the Stilson lot could impact service options. Potential for transit priority signal at the Stilson lot would require working with WyDOT.
- Jackson Chamber of Commerce may have ideas on the best way to engage the community – they have conducted several past survey efforts.
- What is the real potential for service to the airport? The “Taxi and Fly” program has largely been unsuccessful to date with little usage.

In addition, LSC also attended a Town of Jackson Development Review Committee Meeting to present the project and solicit feedback from the committee on community transportation needs. Issues discussed included:

- Importance of streamlining the existing services to make them more efficient, while also operating on 15-20 minute headways in town.
- The current system is difficult to navigate and understand, so locals end up walking or biking around town instead of waiting for the bus.
- Need to consider traffic and seasonal parking issues, as part of developing route options.
- The Town is currently conducting a parking study – important to keep in mind as this project progresses.
- Should START provide transportation to the airport, national park, trailheads?
- Location and formalization of park-n-ride lots will be a key part of developing route options. Is there potential to partner with businesses in town for new park-n-ride lots?
- How does land use and density impact transit service?

Initial START Advisory Committee Meeting

LSC’s first meeting with the START Advisory Committee occurred after the kick-off trip on July 17, 2019. The Advisory Committee is an important group and will be meeting five times throughout the course of this project. The next meeting with the Advisory Committee is planned for October in order to coincide with the START Board retreat.

As part of the initial meeting, LSC and the Advisory Committee discussed study issues and goals, including:

- How do we continue the vision of the Jackson Integrated Transportation Plan?
- Overall, there is a need to reduce vehicle miles traveled (VMT) and get more people using transit, so how do we make transit a viable choice and how do we use resources more efficiently and make transit customer friendly?

- Should service options adhere to the 63,000-64,000 hours range per the RFP? The tradeoff between existing resources and potential growth needs to be considered.
- How do technology and infrastructure needs (i.e. reducing dwell times, fare collection methods, signal prioritization, etc.) impact service options? What is the opportunity, realistically, with the understanding that this project is limited by the five-year timeline?
- How does the separate, ongoing Microtransit RFP impact this project?
- Does new service to the airport and/or Grand Teton National Park make sense and is it feasible?
- What are the best ways to engage the entire community throughout the entire planning process?

Onboard Survey

LSC staff conducted an onboard rider survey over three days in mid-August on the Town Shuttles and the Teton Village Route. Riders were asked to participate as they boarded the bus by filling out a written survey while they rode the bus. The surveys were tailored to the route with questions developed to address the specific aspects of each route.

A total of 356 onboard survey responses were received, which represents approximately 12 percent of the average daily START ridership. The printed surveys were available in English and Spanish, and response rates were 86 percent English and 14 percent Spanish.

Initial Community Survey

In order to solicit community input on needs and new service opportunities, LSC developed an online survey that both START Bus riders and non-riders could complete. Since only a sample of existing riders were captured by the onboard survey, the online survey provided an important additional opportunity to solicit broader community input on the future development of START Bus.

The online survey was open between August 12, 2019 and September 19, 2019 and was available in both English and Spanish (the Spanish survey was open August 21, 2019 through September 19, 2019). A total of 641 responses were received, of which 97 percent were English and 3 percent were Spanish.

Presentation of the Preliminary System Alternatives

During the week of November 11th, 2019, LSC presented the five preliminary system alternatives to the Route Plan Advisory Committee, the START Board of Directors, START operations staff, Town of Jackson staff, and various community stakeholders. The goals of the meetings and discussions were to brainstorm the initial system alternatives, understand the trade-offs associated with each, and start to identify common themes to use for development of the two preferred alternatives.

Preferred System Alternatives Stakeholder Open Houses

Once the two preferred system alternative were developed, LSC conducted a series of open houses during early February 2020 for stakeholders to attend. The open houses were held at:

- TVA & JHMR – TVA Office
- START Bus Facility Lobby
- Town of Jackson Town Council Chambers
- Teton County/Jackson Recreation Center
- St. John’s Hospital

In total, there were over 125 attendees at these events – the conversations were very engaging and overall positive with attendees developing a deeper understanding for the preferred alternatives presented.

The feedback received at the open houses included:

- Alternative 1A with microtransit for East Jackson was favored over Alternative 1B by the majority of attendees.
- For Commuter routes as shown in Alternative 1A, input included:
 - Departure times in our proposed schedule should be adjusted and spread out to serve more of the day, including later morning, midday, and later evening.
 - Weekend service should be considered and included in the plan.
- For Teton Village routes as shown in Alternative 1A, input included:
 - The Local version should go further east and utilize Redmond to get to Snow King.
 - The South Jackson/Smith's version should serve the South Park Loop/Middle School areas, given that so many employees in this neighborhood would utilize this, and not go on Gregory Lane.
 - The Express from downtown should run in the summer, if possible.
- For Town Shuttle as shown in Alternative 1A, input included:
 - Overall, this route was well received and attendees were excited about having one efficient route running with 20-minute frequency.
 - The routing in the South Loop/Middle School area may need to be adjusted to run the length of High School Rd. before coming back on Blair (this would be more similar to the current Town Shuttle 1).
- For new Rafter J route and Microtransit area as shown in Alternative 1A, input included:
 - The microtransit zone needs to be larger and stretch into north Jackson to the northern edge of downtown.
 - Attendees were excited about the new Rafter J route and the routing shown in Alternative 1A, but many commented that they would like to see more hours of service, including midday and evening.
- Infrastructure needs to support Alternative 1A, input included:
 - The downtown transfer point should be a modest facility using existing curb space along Pearl, between Millward and Glenwood, and curb space along Millward between Pearl and Simpson.
 - Final plan needs to include recommendations for improvements to Stilson parking lot and transit center.
 - A formalized parking partnership at Albertson's or KMART lots should be pursued.
- Miscellaneous input
 - Certain high demand needs may require specific route variations and/or additional peak vehicles.

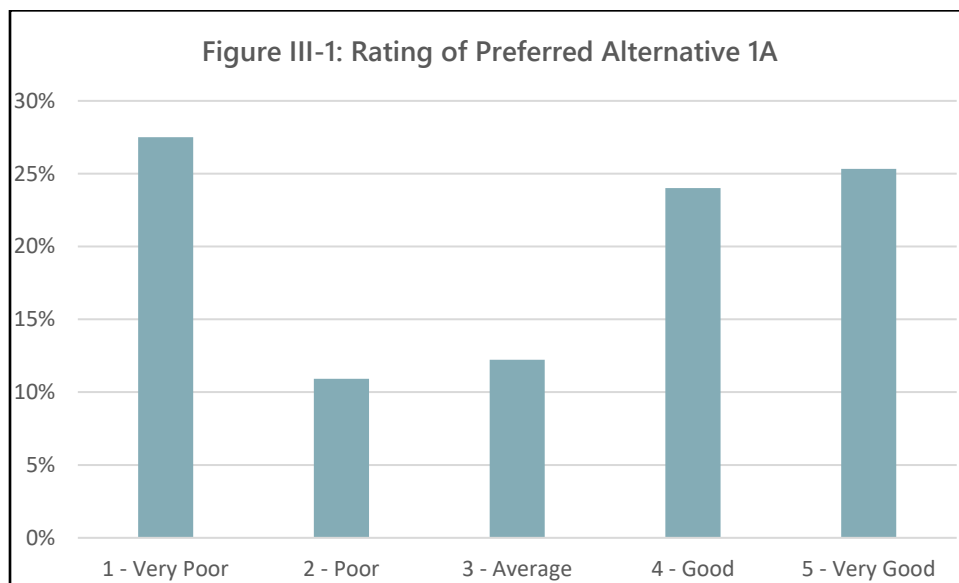


- Implementation of this plan will require significant public outreach, education, and marketing, not just initially but throughout the first 18 months of service changes.

Preliminary System Alternatives Community Survey

The LSC team also developed an online community survey to solicit public input about the two preferred system alternatives. The online survey was open between February 10, 2020 and March 10, 2020 and was available in both English and Spanish. A total of 255 responses were received, of which 253 percent were completed in English and two were completed in Spanish.

Respondents were asked to rate each preferred alternative on a scale from one (very poor) to five (very good). Figure III-1 illustrates the results for Preferred Alternative 1A. Approximately 49 percent of respondents gave a positive rating to Preferred Alternative 1A, followed by 38 percent of respondents who gave a negative rating to Preferred Alternative 1A and 12 percent of respondents who had neutral feelings on Preferred Alternative 1A.



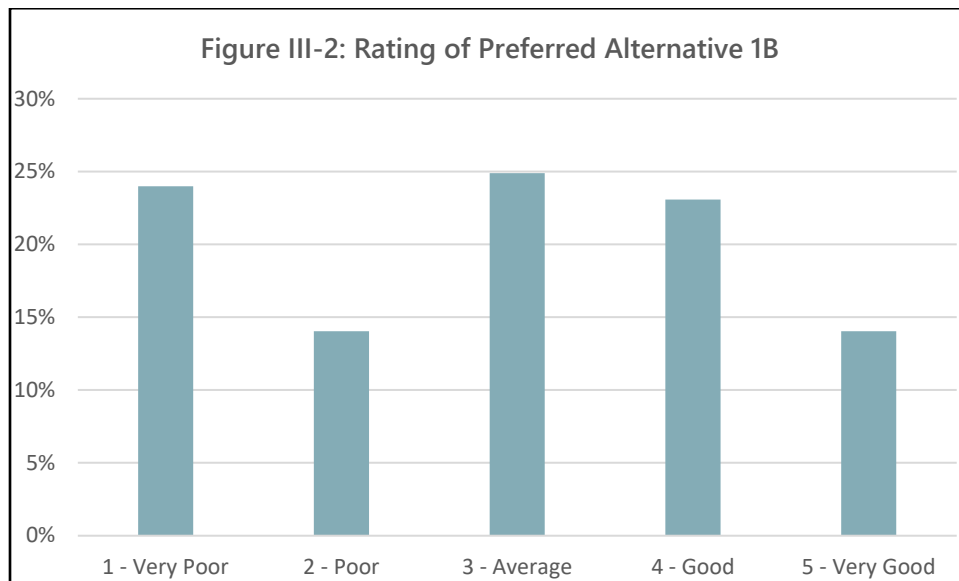
Respondents were asked to indicate what they liked most and least about each of the Preferred Alternatives. For Preferred Alternative 1A, respondents most liked:

- New microtransit service and reduced bus congestion in East Jackson
- New route south of Jackson to Rafter J, Melody Ranch, and South Park
- Direct routing of services – single town shuttle, express service to Teton Village
- Increased commuter service
- High frequency of service and better year-round service

For Preferred Alternative 1A, respondents had concerns about:

- Change in service delivery in East Jackson
- How microtransit service will work
- Removing stops in Jackson for commuter routes
- The need to transfer between routes
- Eliminating the Red Line

Figure III-2 illustrates the results for Preferred Alternative 1B. Approximately 38 percent of respondents gave a negative rating to Preferred Alternative 1B, followed by 37 percent of respondents who gave a positive rating to Preferred Alternative 1B and 25 percent of respondents who had neutral feelings on Preferred Alternative 1B.



For Preferred Alternative 1B, respondents most liked:

- East Jackson fixed-route service and no microtransit service
- New route south of Jackson to Rafter J, Melody Ranch, and South Park
- Direct routing of services – single town shuttle, express service to Teton Village
- Increased commuter service
- High frequency of service and better year-round service

For Preferred Alternative 1B, respondents had concerns about:

- Lots of bus stops, longer routes, less direct service
- Bus congestion in East Jackson
- The need to transfer between routes
- Eliminating the Red Line

Respondents were also provided the opportunity to add additional comments. Top comments included:

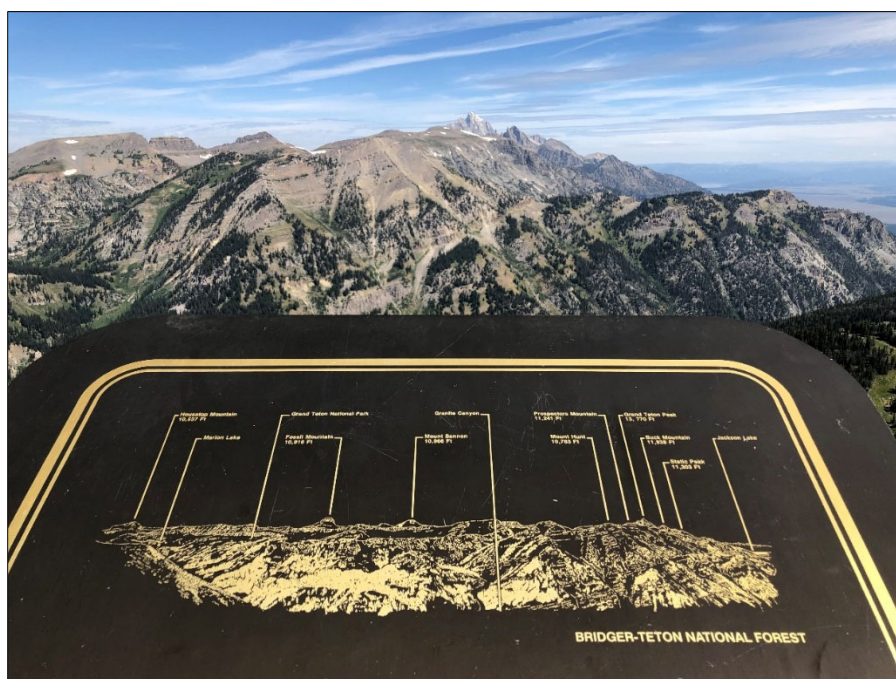
- The need to improve on-time performance
- The need for bus only lanes/street improvements, as well as more park-n-ride facilities
- Adding weekend service and runs accommodating non-traditional work shifts on the commuter routes
- Other service areas not included – National Museum of Wildlife Art, Airport, Munger Mountain, Moose, etc.

ROUTE CHANGES BASED ON PUBLIC INPUT

In the final Route Plan presented in this report, there were several changes made to address public comment received:

- ➔ The Teton Village Local route was changed to run further into East Jackson to replicate connectivity from East Jackson to Teton Village, replicating the connectivity that exists on the current Red Line (24) route
- ➔ The microtransit zone was expanded to cover more of downtown so that most connections between points within the core of the Town of Jackson (e.g., East Jackson to downtown or the Rec Center) could be made without a transfer
- ➔ Making the Teton Village Express route truly express but eliminating intermediate stops and creating a fast connection between downtown Jackson and Teton Village
- ➔ Making the new Town Shuttle route operate differently in the South Park Loop area, more similar to the current Town Shuttle 1
- ➔ Identifying the costs associated with adding weekend commuter routes for as a future enhancement
- ➔ Considering as a possibility having commuter routes run further into East Jackson, similar to how they currently operate
- ➔ Additional marketing resources were added to the financial plan to address public education and outreach

These changes address many of the public concerns expressed in the online community survey and will create a better overall system for the final Route Plan.



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Chapter IV: Route Service Plan

This chapter presents the final route service plan for START that meets the long-term goals of START, its riders, and the communities it serves. This final service plan is largely based on Preferred Alternative 1A with some small adjustments, changes, and improvements.

FINAL ROUTE SERVICE PLAN

The final route service plan consists of the following routes and services:

- Town Shuttle
- Teton Village Routes
 - Teton Village Local Route
 - Teton Village Express
 - Teton Village South Jackson
 - Stilson to Teton Village Peak Express
- Rafter J – Melody – South Park Route
- Microtransit
- Star Valley Commuter Route
- Teton Valley Commuter Route

The recommended final route plan is shown in Figures IV-1 and IV-2, and a detailed service plan is presented in Table IV-1. Detailed descriptions of each route in the final route plan are included on the following pages.



Figure IV-1
Recommended Final Route Plan

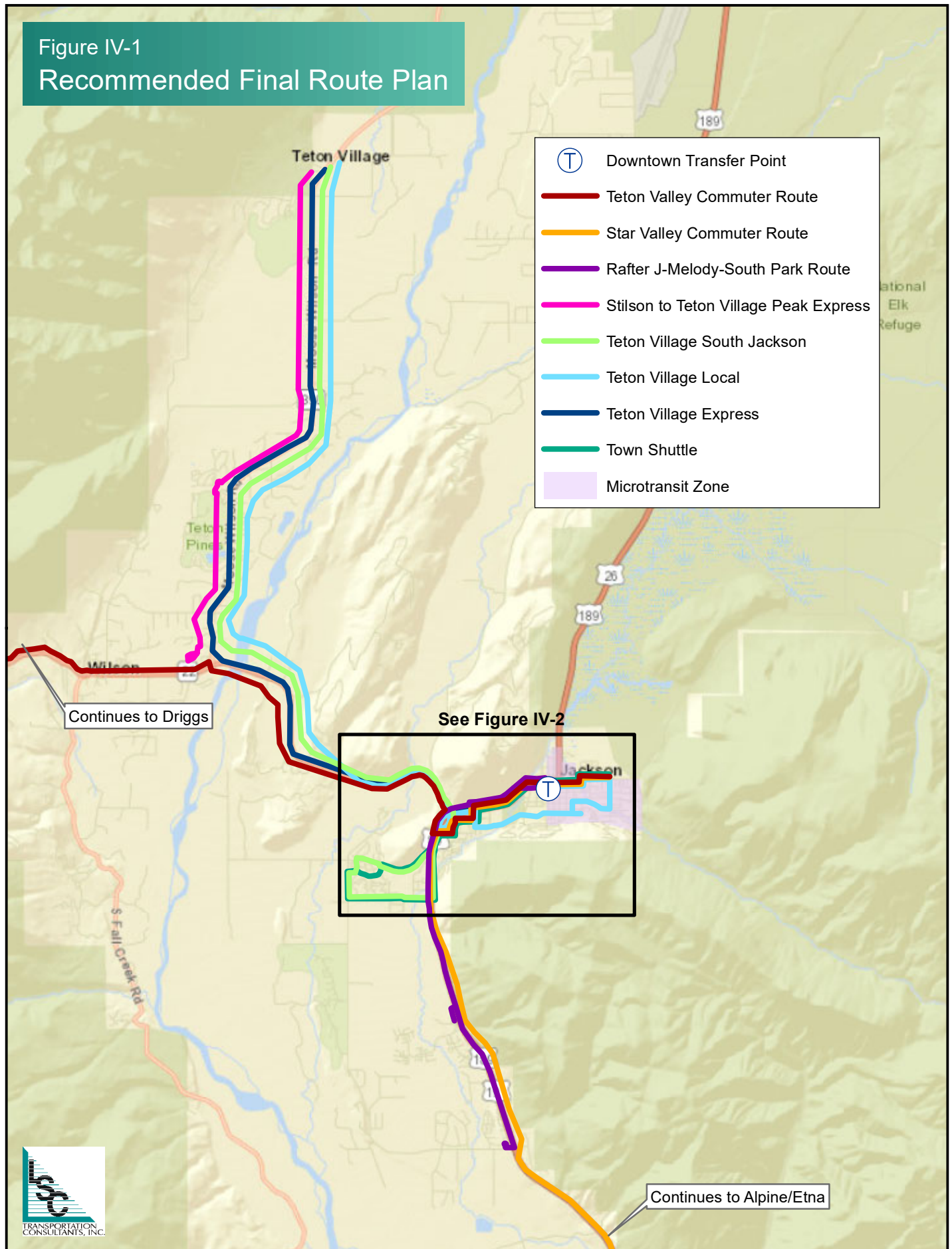


Figure IV-2
Recommended Final Route Plan
Town of Jackson Detail

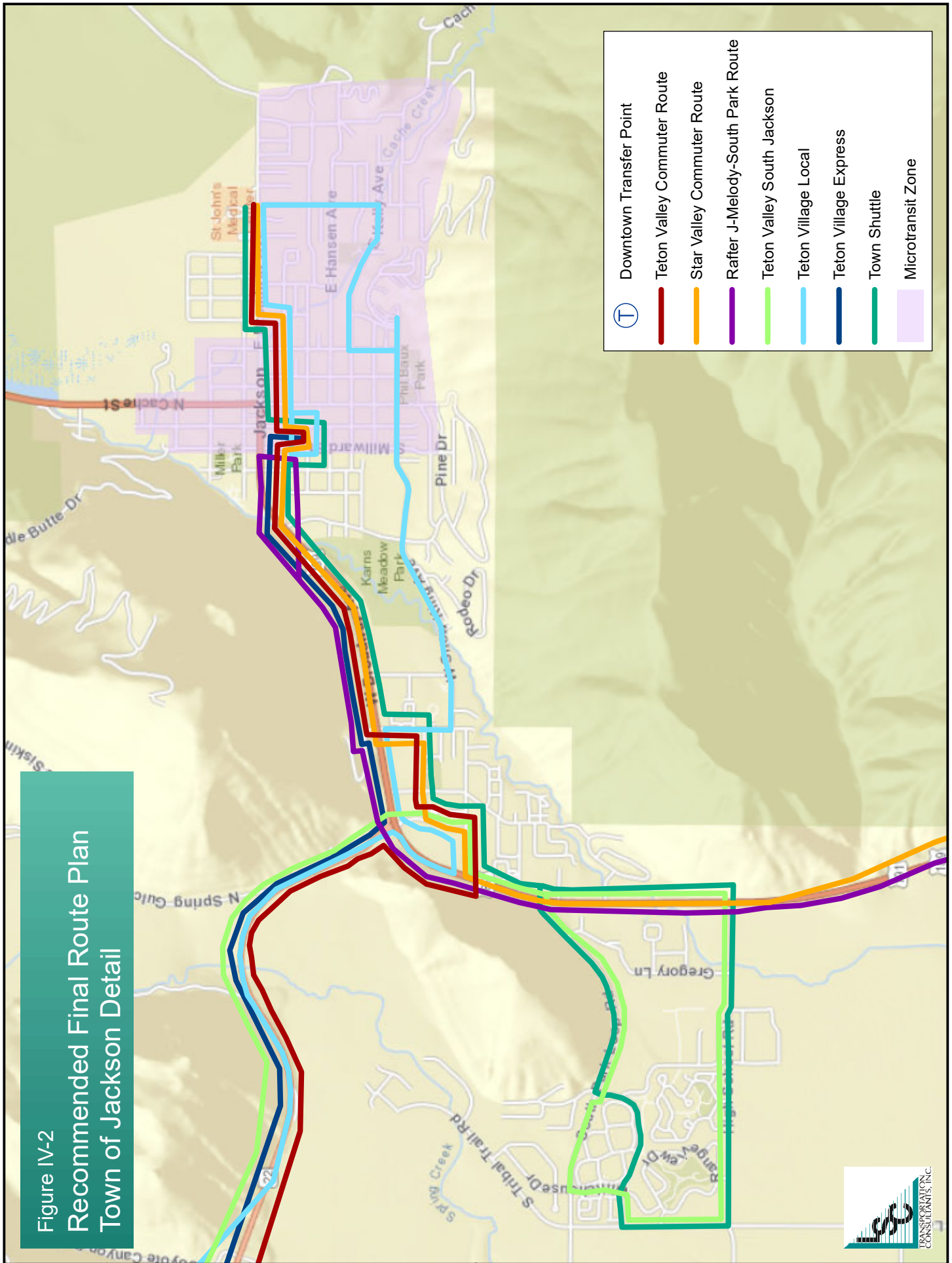


Table IV-1: Final Service Plan Summary													
		# of Vehicles Required	Total Daily			Total Annual			Annual Operating Days	Annual Operating Cost	Annual Ridership	Cost per Passenger	Passengers per Rev Hour
Service Description			Revenue - Miles	Revenue - Hours	Roundtrips	Revenue - Miles	Revenue - Hours	Total Hours					
Town Shuttles													
Status Quo	FY 2019 - Town Shuttle 1 and 2 with seasonal service changes.	4	606 (Spring/Fall) 691 (Summer/Winter)	46 (Spring) 49 (Summer) 46 (Fall) 48 (Winter)	57 (Spring/Fall) 65 (Summer/Winter)	243,031	17,408	24,757	365	\$1,808,959	482,655	\$3.75	27.7
Final Plan	Route operates on a 20-minute frequency, year-round from 6am-10pm daily.	2	432	32	48	157,680	11,680	14,016	365	\$1,109,000	530,921	\$2.09	45.5
Difference between Current and Final Plan		-2	-174 (Spring/Fall) -259 (Summer/Winter)	-14 (Spring), -17 (Summer), -14 (Fall), -16 (Winter)	-9 (Spring/Fall) -17 (Summer/Winter)	-85,351	-5,728	-10,741	No Change	-\$699,959	48,266	-\$1.66	17.7
Teton Village Routes													
Status Quo	FY 2019 - Teton Village with seasonal service changes (Blue, Red, Yellow, and Green variations).	16 (peak)	279 (Spring/Fall) 528 (Summer) 2,716 (Winter)	10 (Spring/Fall) 24 (Summer) 106 (Winter)	9 (Spring/Fall) 17 (Summer) 98 (Winter)	463,674	18,110	28,499	365	\$2,386,665	533,997	\$4.47	29.5
Final Plan													
Winter Service	Teton Village Local Route (daily, 5am-6am 60-minute frequency, 6am-6pm 30 minute frequency, 8pm-midnight 60-minute frequency) Teton Village Express Route (daily, 7am-8am 20-minute frequency, 8am-5pm 10-minute frequency, 5pm-7pm 20-minute frequency) Teton Village South Jackson (daily, 7am-6pm with 45-minute frequency) Stilson to Teton Village Peak Express (daily from mid-December to end of Feb. only, 7:30am-10am and 2:30pm-4pm with 15-minute frequency)	11	3,080	136	124	405,664	18,263	22,280	136	\$1,763,000	716,529	\$2.46	39.2
Summer Service	Teton Village Local Route (daily, 5am-6am 60-minute frequency, 6am-9pm 30 minute frequency, 9pm-midnight 60-minute frequency)	3	976	48	32	119,072	5,856	7,027	122	\$556,000	172,752	\$3.22	29.5
Off-Season (Spring and Fall Combined)	Teton Village Local Route (daily, 6am-9pm with 30-minute frequency)	3	793	39	26	84,851	4,173	5,008	107	\$396,000	92,328	\$4.29	22.1
Annual Total:		11	4,849	223	182	609,587	28,292	34,315	365	\$2,715,000	981,609	\$2.77	35
Difference between Current and Final Plan		-5	+514 (Spring/Fall) +448 (Summer) +692 (Winter)	+29 (Spring/Fall) +24 (Summer) +30 (Winter)	+17 (Spring/Fall) +15 (Summer) +26 (Winter)	145,913	10,182	5,816	No Change	\$328,335	447,612	-\$1.70	5.2
Rafter J-Melody-South Park Route													
Final Plan	New route operates year-round, weekdays only on 30-minute frequency during commute times (6:00-10:00 a.m. and 2:00-6:00 p.m.).	1	203	8	16	52,832	2,080	2,496	260	\$198,000	29,120	\$6.80	14.0
Microtransit													
Final Plan	New service operates daily year-round from 7am-8pm.	1-4	213	27	n/a	77,880	9,735	10,709	365	\$633,000	77,880	\$8.13	8.0
Star Valley Commuter													
Status Quo	FY 2019 - Star Valley Route operates on weekdays with 3 roundtrips per day.	3	292	6	3	76,202	2,183	3,414	261	\$254,439	32,054	\$7.94	14.7
Final Plan	8 roundtrips per weekday with focused departures morning and evening commute hours plus additional midday and evening trips	4	768	16	8	200,448	4,176	5,095	261	\$419,000	64,108	\$6.54	15.4
Difference between Current and Final Plan		1	476	10	5	124,246	1,993	1,681	No Change	\$164,561	32,054	-\$1.40	0.7
Teton Valley Commuter													
Status Quo	FY 2019 - Based on second half of year, with Teton Valley Route operating on weekdays with 4 roundtrips per day.	4	288	9	4	66,510	2,297	2,946	261	\$267,702	33,383	\$8.02	14.5
Final Plan	8 roundtrips per weekday with focused departures morning and evening commute hours plus additional midday and evening trips	5	544	18	8	141,984	4,594	5,604	261	\$460,000	66,766	\$6.89	14.5
Difference between Current and Final Plan		1	256.00	9	4	75,474	2,297	2,658	No Change	\$192,298	33,383	-\$1.13	0.0
SUMMARY													
TOTAL OF CURRENT START ROUTES (FY2019)						849,416	39,998	59,616	365	\$4,717,765	1,082,089	\$4.36	27.1
TOTAL OF FINAL ROUTE PLAN						1,163,000	61,000	72,000	365	\$5,530,000	1,750,000	\$3.16	28.7
Difference between Current and Recommended Plan						313,584	21,002	12,384	No Change	\$812,235	667,911	-\$1.20	1.6
Notes: - Star Valley and Teton Valley operating costs were combined, so the table shows an approximate cost per hour based on revenue hours. - For FY 2019 status quo revenue and non-revenue hours are shown. For preferred alternatives, total hours are 20% higher than revenue hours, based on reasonable goal for efficient operations and better, more consistent driver shifts with less non-revenue time. - Operating costs are based on a cost of \$79.14 per total hour (total cost/total hours) for fixed routes and \$82.20 per total hour for commuter routes. Microtransit is based on \$65 per revenue hour, which is industry competitive for turn-key operations. - Ridership numbers are estimated for mature service, usually at year 3 of operations. Source: LSC 2020.													

Town Shuttle

In the final route service plan, the two existing town shuttle routes are combined into a single more streamlined route.

The Town Shuttle Route is shown in Figure IV-3, on the following page. The Town Shuttle Route begins at St. John's Hospital, stops at the new downtown transfer point, heads southwest along Broadway, serves Albertsons and Kmart, and completes a loop west of Smiths and the Middle School in South Jackson.

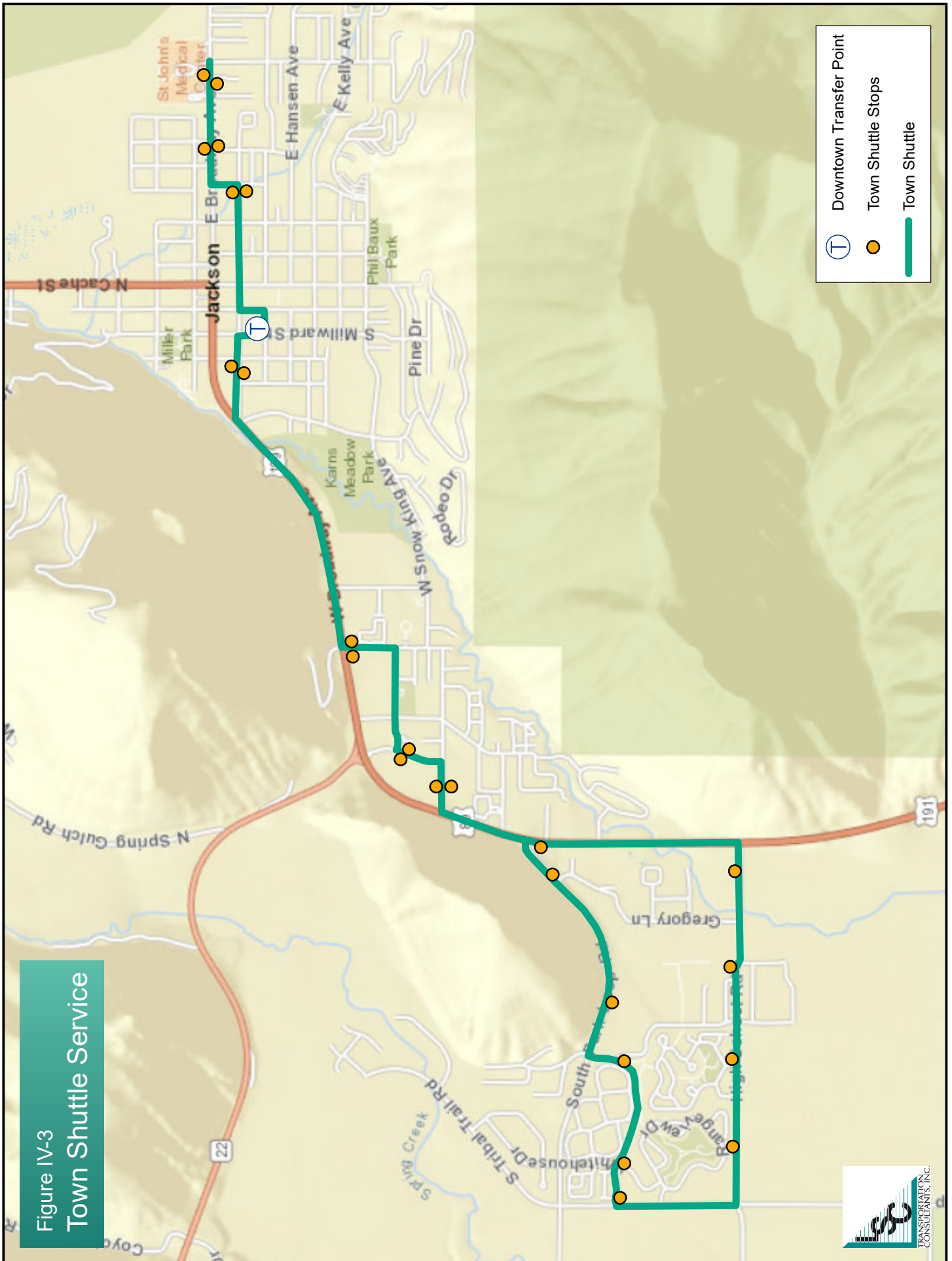
The Town Shuttle Route provides consistent year-round service, operating seven days per week from approximately 6:00 a.m. to 10:00 p.m. The Town Shuttle Route would be operated by two buses on a 20-minute frequency. Table IV-2 presents the schedule for the Town Shuttle Route.



		Bus Stop	First Bus	Departures All Day			Last Bus
Towards Smiths	11	St. John's Hospital	6:06 AM	:06	:26	:46	9:46 PM
	15	Broadway & Gros Ventre	6:07 AM	:07	:27	:47	9:47 PM
	19	Pearl & Jean	6:08 AM	:08	:28	:48	9:48 PM
	New	Downtown Transfer Point	6:10 AM	:10	:30	:50	9:50 PM
	35	Pearl & Jackson	6:11 AM	:11	:31	:51	9:51 PM
	50	Scott & Broadway	6:14 AM	:14	:34	:54	9:54 PM
	53	Albertsons	6:16 AM	:16	:36	:56	9:56 PM
	55	Hampton Inn	6:17 AM	:17	:37	:57	9:57 PM
	57	Maverick	6:18 AM	:18	:38	:58	9:58 PM
	60	Smiths	6:20 AM	:20	:40	:00	10:00 PM
Towards Town/Hospital	61	High School	6:21 AM	:21	:41	:01	10:01 PM
	62	High School Rd. & Corner Creek	6:22 AM	:22	:42	:02	10:02 PM
	63	High School Rd. & Rangeview	6:22 AM	:22	:42	:02	10:02 PM
	64	Blair & South Park	6:23 AM	:23	:43	:03	10:03 PM
	66	Blair & Whitehouse (adjusted location)	6:24 AM	:24	:44	:04	10:04 PM
	65	Blair & Middle School Rd.	6:25 AM	:25	:45	:05	10:05 PM
	68	South Park @Middle School	6:26 AM	:26	:46	:06	10:06 PM
	69	South Park & Gregory	6:27 AM	:27	:47	:07	10:07 PM
	56	Kmart	6:29 AM	:29	:49	:09	10:09 PM
	54	Buffalo Way & Alpine	6:30 AM	:30	:50	:10	10:10 PM
	49	Lodge	6:32 AM	:32	:52	:12	10:12 PM
	36	49'er	6:36 AM	:36	:56	:16	10:16 PM
	New	Downtown Transfer Point	6:37 AM	:37	:57	:17	10:17 PM
	18	Pearl & Jean	6:39 AM	:39	:59	:19	X
	14	Broadway & Gros Ventre	6:40 AM	:40	:00	:20	X
	10	Broadway & Stormy Cr. (Hospital)	6:41 AM	:41	:01	:21	X

Source: LSC, 2020.

Figure IV-3
Town Shuttle Service



Teton Village Routes

The final route plan has four different variations of service to Teton Village that vary in route structure, seasonality of service, operating hours, and frequency of service.

Teton Village Local

The Teton Village Local route is shown in Figure IV-4. The route begins in Jackson at the new downtown transfer point, proceeds east along Pearl Avenue and south along Redmond to serve Snow King, heads west along Snow King Avenue, and loops to serve the Lodge at Jackson Hole, Albertsons, and Kmart. Beyond Jackson, the Teton Village Local route serves the Village Road Transit Center in the spring, summer, and fall (but not during the winter), as well as serving the intermediate stops along Highway (Hwy.) 390 out to Teton Village.



The Teton Village Local route provides consistent year-round service, operating seven days per week from approximately 6:00 a.m. to 8:00 p.m. The Teton Village Local route is operated by three buses on a 30-minute frequency. During the summer and winter seasons, additional service would be operated between 5:00 a.m. to 6:00 a.m. and 8:00 p.m. to midnight, on a 60-minute frequency. Table IV-3 presents the schedule for the Teton Village Local route.

Teton Village Express

The Teton Village Express service is shown in Figure IV-5. The route operates as a true express route, beginning in Jackson at the new downtown transfer point and proceeding directly to Teton Village without any intermediate stops.



The Teton Village Express route would only operate during the winter season, operating seven days per week from approximately 7:00 a.m. to 7:00 p.m. During peak hours, from 8:00 a.m. to 5:00 p.m., the route would operate on a 10-minute frequency using seven buses. During off-peak hours, from 7:00 a.m. to 8:00 a.m. and 5:00 p.m. to 7:00 p.m., the route would operate on a 20-minute frequency. Table IV-4 presents the schedule for the Teton Village Express route.

Figure IV-4
Teton Village Local Service

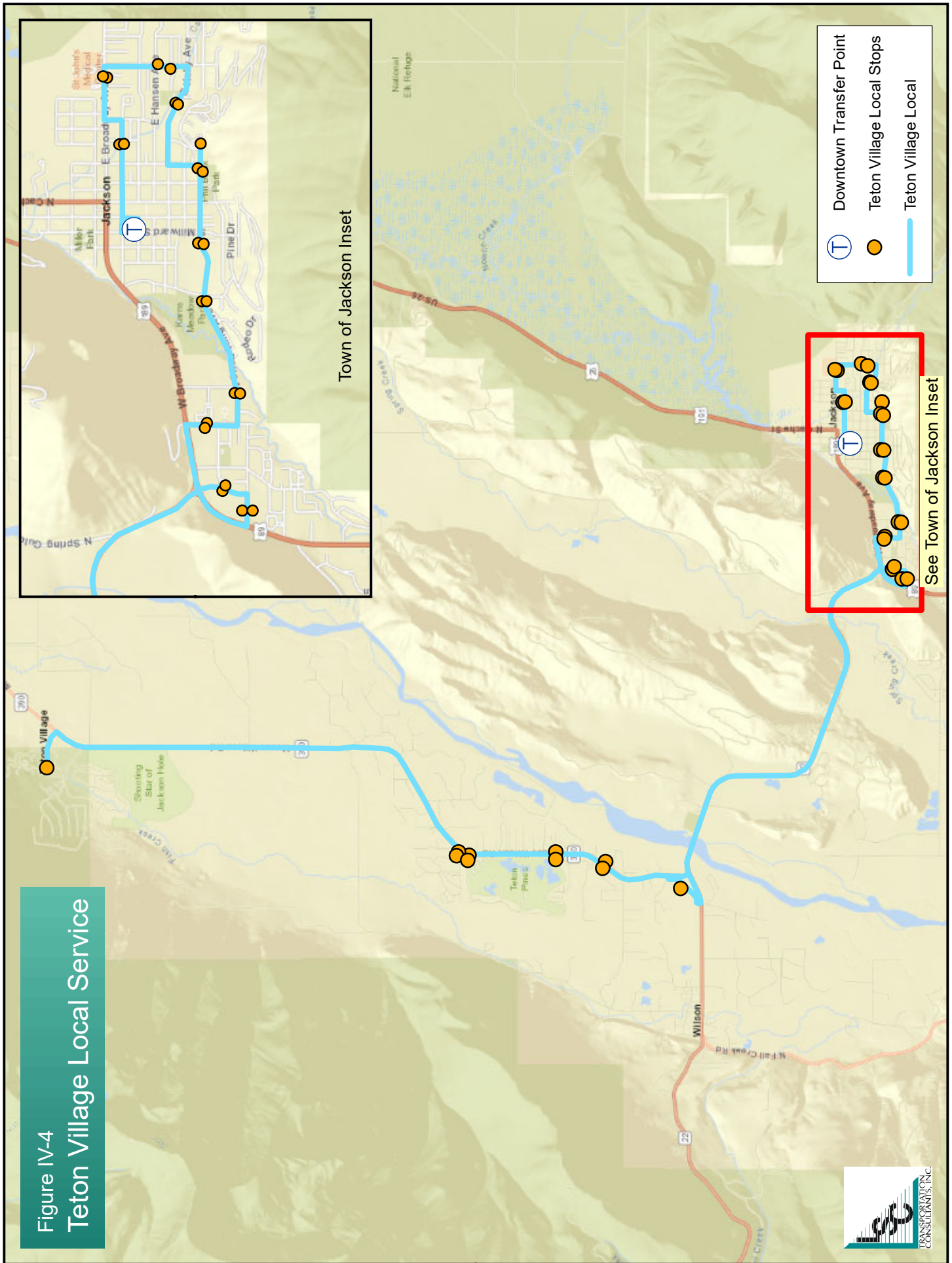


Table IV-3: Schedule for Teton Village Local						
Bus Stop			First Bus	Departures All Day		Last Bus
Towards Teton Village	New	Downtown Transfer Point	6:00 AM	:00	:30	6:30 PM
	18	Pearl & Jean	6:01 AM	:01	:31	6:31 PM
	10	Broadway & Stormy Circle	6:02 AM	:02	:32	6:32 PM
	6	Redmond & Hall	6:03 AM	:03	:33	6:33 PM
	4	Mike Yokel Park	6:04 AM	:04	:34	6:34 PM
	1	Snow King Resort	6:05 AM	:05	:35	6:34 PM
	9	Snow King & Willow	6:06 AM	:06	:36	6:35 PM
	43	Rodeo Grounds	6:07 AM	:07	:37	6:37 PM
	45	Snow King & Flat Creek	6:08 AM	:08	:38	6:38 PM
	47	Teton County Library	6:10 AM	:10	:40	6:40 PM
	49	Lodge at Jackson Hole	6:11 AM	:11	:41	6:41 PM
	53	Albertsons	6:14 AM	:14	:44	6:44 PM
	55	Hampton Inn	6:15 AM	:15	:45	6:45 PM
	70	Village Road Transit Center (No Winter Service)	6:25 AM	:25	:55	6:55 PM
	81	Teton Science School Res.	6:28 AM	:28	:58	6:58 PM
	83	Calico	6:29 AM	:29	:59	6:59 PM
	82	Westbank Center	6:30 AM	:30	:00	7:00 PM
	84	The Aspens	6:31 AM	:31	:01	7:01 PM
	89	Arrive Teton Village	6:39 AM	:39	:09	7:09 PM
Towards Jackson	89	Depart Teton Village	6:44 AM	:44	:14	7:14 PM
	84	The Aspens	6:52 AM	:52	:22	7:22 PM
	82	Westbank Center	6:53 AM	:53	:23	7:23 PM
	83	Calico	6:54 AM	:54	:24	7:24 PM
	81	Teton Science School Res.	6:55 AM	:55	:25	7:25 PM
	70	Village Road Transit Center (No Winter Service)	6:58 AM	:58	:28	7:28 PM
	56	Kmart	7:08 AM	:08	:38	7:38 PM
	54	Buffalo Way & Alpine	7:09 AM	:09	:39	7:39 PM
	50	Scott & Broadway	7:12 AM	:12	:42	7:42 PM
	48	810 West	7:13 AM	:13	:43	7:43 PM
	44	Snow King & Flat Creek	7:15 AM	:15	:45	7:45 PM
	42	Fair Buiding	7:16 AM	:16	:46	7:46 PM
	8	Snow King Center	7:17 AM	:17	:47	7:47 PM
	1	Snow King Resort	7:18 AM	:18	:48	7:48 PM
	3	Mike Yokel Park	7:20 AM	:20	:50	7:50 PM
	7	Redmond & Hansen	7:21 AM	:21	:51	7:51 PM
	11	St. Johns Hospital	7:22 AM	:22	:52	7:52 PM
	19	Pearl & Jean	7:24 AM	:24	:54	7:54 PM
	New	Downtown Transfer Point	7:25 AM	:25	:55	7:55 PM

Note: Extra service from 8pm-midnight and 5am-6am during the winter and summer only with hourly frequency.

Source: LSC, 2020.

Figure IV-5
Teton Village Express Service

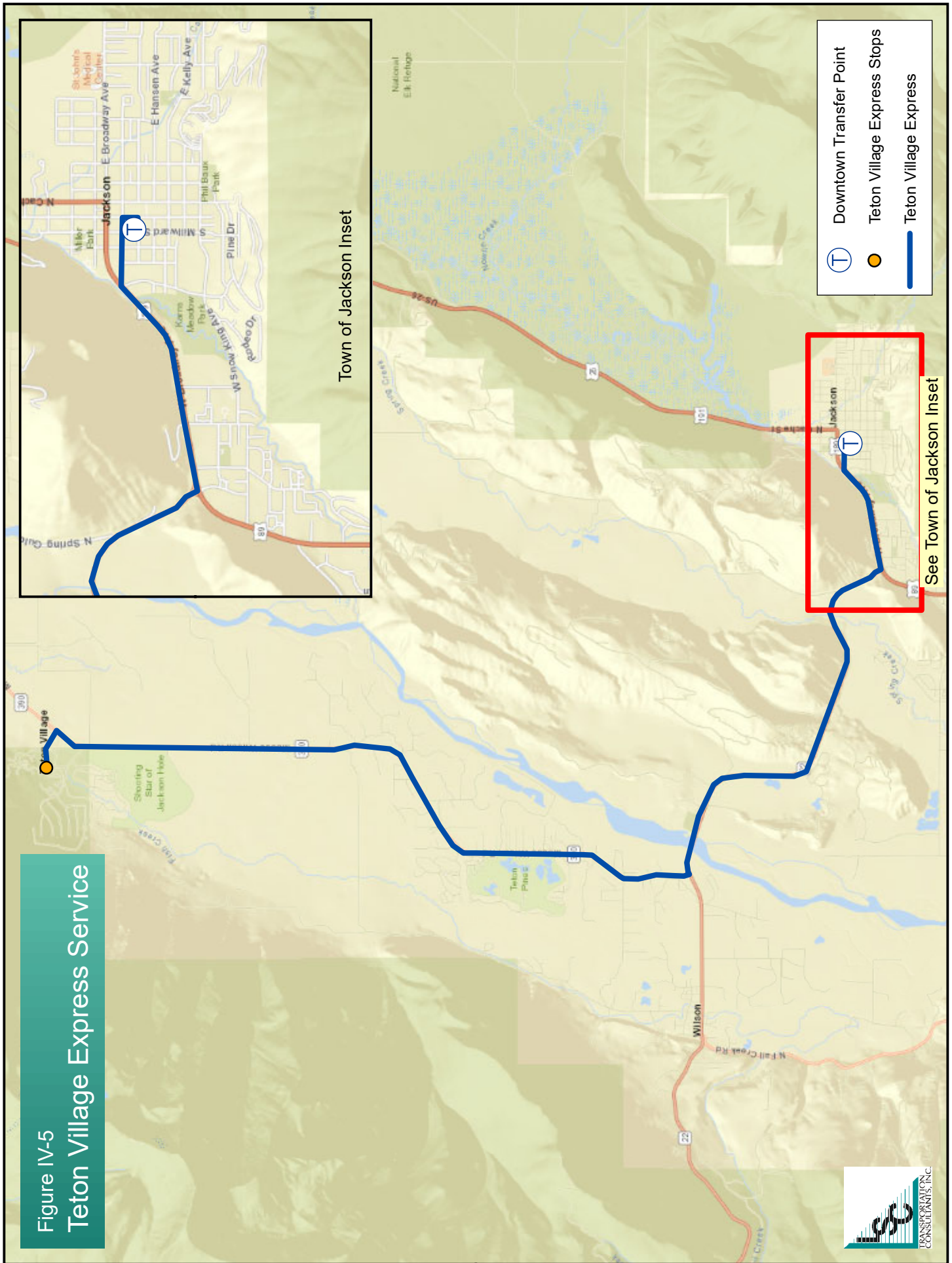


Table IV-4: Schedule for Teton Village Express																		
Bus Stop		20-Minute Frequency			10-Minute Frequency					20-Minute Frequency								
					Starting	Departures All Day									Ending			
Towards Teton Village	New	Downtown Transfer Point	7:00 AM	7:20 AM	7:40 AM	8:00 AM	:00	:10	:20	:30	:40	:50	4:50 PM	5:00 PM	5:20 PM	5:40 PM	6:00 PM	6:20 PM
	89	Arrive Teton Village	7:25 AM	7:45 AM	8:05 AM	8:25 AM	:25	:35	:45	:55	:05	:15	5:15 PM	5:25 PM	5:45 PM	6:05 PM	6:25 PM	6:45 PM
Towards Jackson	89	Depart Teton Village	7:30 AM	7:50 AM	8:10 AM	8:30 AM	:35	:45	:55	:05	:15	:25	5:20 PM	5:30 PM	5:50 PM	6:10 PM	6:30 PM	6:50 PM
	New	Downtown Transfer Point	7:55 AM	8:15 AM	8:35 AM	8:55 AM	:05	:15	:25	:35	:45	:55	5:45 PM	5:55 PM	6:15 PM	6:35 PM	6:55 PM	7:15 PM

Source: LSC, 2020.

Source: LSC, 2020.

Teton Village South Jackson



The Teton Village South Jackson service is a completely new connection from South Jackson to Teton Village. The Teton Village South Jackson service is shown in Figure IV-6. The route begins in South Jackson at Smiths, makes a loop in South Park, proceeds north along Broadway, and serves Albertsons and Kmart. Beyond Jackson, the route serves the Village Road Transit Center, as well as the West Bank Center and the Aspens, but does not serve the remaining existing stops along Hwy. 390 out to Teton Village. If/when a new road connection is built that bypasses Town/Y, this route could use the new connection.

The Teton Village Express route operates only during the winter season, but could be expanded to the summer as resources allow. The route would operate seven days per week from approximately 7:00 a.m. to 6:00 p.m. on a 45-minute frequency using two buses. Table IV-5 presents the schedule for the Teton Village South Jackson route.

Stilson to Teton Village Peak Express

The Stilson to Teton Village Peak Express route is designed to replace and replicate the existing service that the Jackson Hole Mountain Resort (JHMR) and the Teton Village Association (TVA) currently contract for, and is shown in Figure IV-7. The route operates direct service between the Village Road Transit Center (Stilson) and Teton Village, with one stop along Hwy. 390 at the Westbank Center.

The Teton Village Express route operates during a shortened peak winter season from approximately mid-December until the end of February. The route operates seven days per week during peak skier commute times from approximately 7:30 a.m. to 10:00 a.m. and 2:30 p.m. to 4:00 p.m. The route would operate on a 15-minute frequency using two buses. Table IV-6 presents the schedule for the Stilson to Teton Village Peak Express route.



Rafter J – Melody – South Park Route

The Rafter J – Melody – South Park service is a completely new connection from Jackson to South Park, as shown in Figure IV-8. The route makes limited stops connecting downtown Jackson with Rafter J and Melody Ranch areas, including a new stop at High School Road and Highway 89 (Smith's), a new stop at Rafter J, and a new stop in South Park.

The Rafter J – Melody – South Park route provides consistent year-round service, operating five days per week (weekdays) from approximately 6:00 a.m. to 10:00 a.m. and 2:00 p.m. to 6:00 p.m. The route would be operated by one bus on a 30-minute frequency. Table IV-7 presents the schedule for the Rafter J – Melody – South Park route. As much as possible, the Rafter J – Melody – South Park route schedule is designed to allow for transfers at Smith's to the Teton Village South Jackson route, although they operate on different headways.

Figure IV-6
Teton Village
South Jackson Service

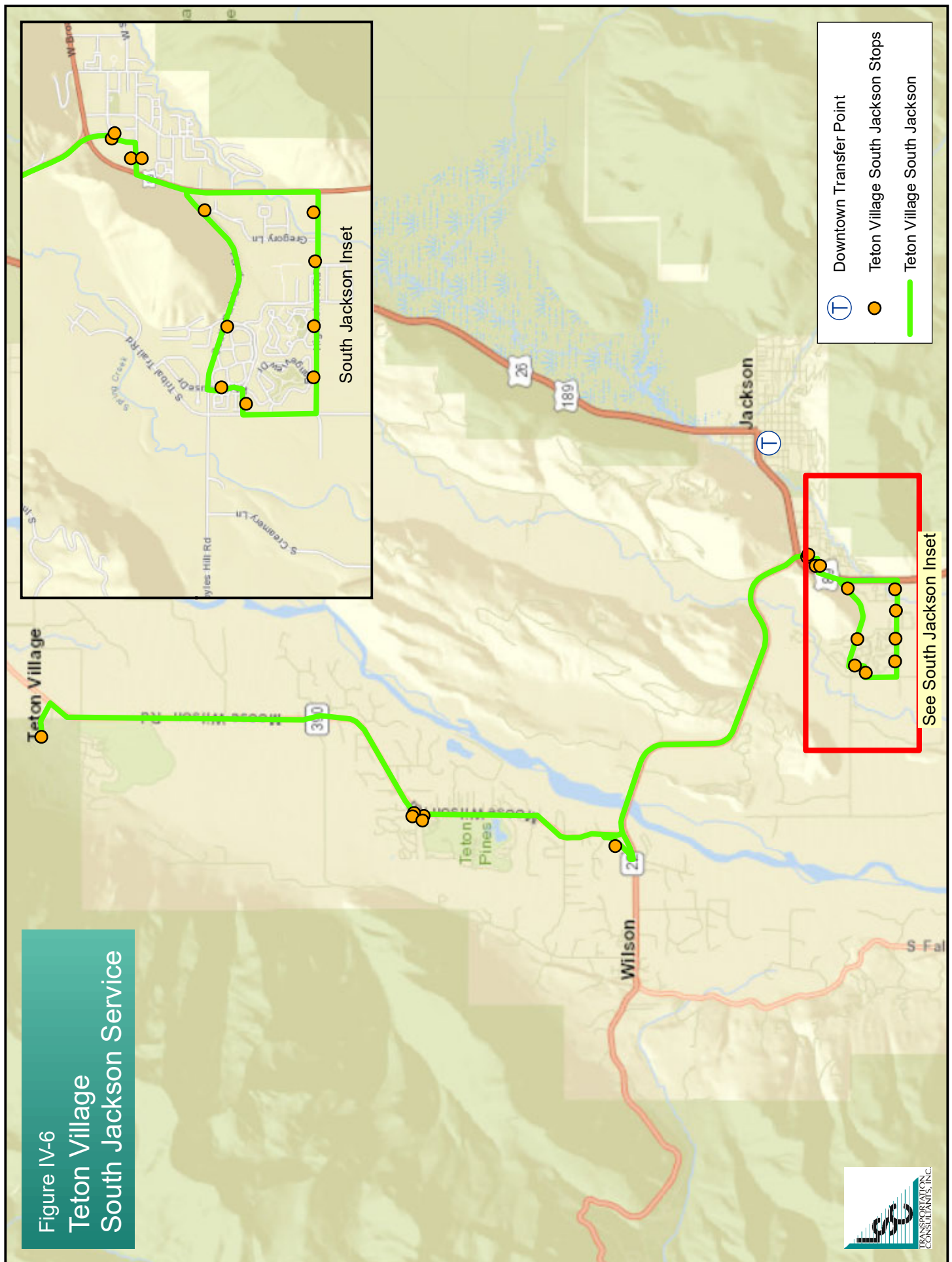


Table IV-5: Schedule for Teton Village South Jackson		45-Minute Frequency													
Bus Stop		7:00 AM	7:45 AM	8:30 AM	9:15 AM	10:00 AM	10:45 AM	11:30 AM	12:15 PM	1:00 PM	1:45 PM	2:30 PM	3:15 PM	4:00 PM	4:45 PM
Towards Teton Village	60 Smiths	7:00 AM	7:45 AM	8:30 AM	9:15 AM	10:00 AM	10:45 AM	11:30 AM	12:15 PM	1:00 PM	1:45 PM	2:30 PM	3:15 PM	4:00 PM	4:45 PM
	61 High School	7:01 AM	7:46 AM	8:31 AM	9:16 AM	10:01 AM	10:46 AM	11:31 AM	12:16 PM	1:01 PM	1:46 PM	2:31 PM	3:16 PM	4:01 PM	4:46 PM
	62 High School Rd & Corner Crk	7:02 AM	7:47 AM	8:32 AM	9:17 AM	10:02 AM	10:47 AM	11:32 AM	12:17 PM	1:02 PM	1:47 PM	2:32 PM	3:17 PM	4:02 PM	4:47 PM
	63 High School Rd & Rangeview	7:03 AM	7:48 AM	8:33 AM	9:18 AM	10:03 AM	10:48 AM	11:33 AM	12:18 PM	1:03 PM	1:48 PM	2:33 PM	3:18 PM	4:03 PM	4:48 PM
	64 Blair & South Park	7:04 AM	7:49 AM	8:34 AM	9:19 AM	10:04 AM	10:49 AM	11:34 AM	12:19 PM	1:04 PM	1:49 PM	2:34 PM	3:19 PM	4:04 PM	4:49 PM
	66 Blair & Whitehouse	7:05 AM	7:50 AM	8:35 AM	9:20 AM	10:05 AM	10:50 AM	11:35 AM	12:20 PM	1:05 PM	1:50 PM	2:35 PM	3:20 PM	4:05 PM	4:50 PM
	68 South Park @ Middle School	7:07 AM	7:52 AM	8:37 AM	9:22 AM	10:07 AM	10:52 AM	11:37 AM	12:22 PM	1:07 PM	1:52 PM	2:37 PM	3:22 PM	4:07 PM	4:52 PM
	56 Kmart	7:10 AM	7:55 AM	8:40 AM	9:25 AM	10:10 AM	10:55 AM	11:40 AM	12:25 PM	1:10 PM	1:55 PM	2:40 PM	3:25 PM	4:10 PM	4:55 PM
	54 Buffalo Way & Alpine	7:11 AM	7:56 AM	8:41 AM	9:26 AM	10:11 AM	10:56 AM	11:41 AM	12:26 PM	1:11 PM	1:56 PM	2:41 PM	3:26 PM	4:11 PM	4:56 PM
	70 Village Road Transit Center	7:23 AM	8:08 AM	8:53 AM	9:38 AM	10:23 AM	11:08 AM	11:53 AM	12:38 PM	1:23 PM	2:08 PM	2:53 PM	3:38 PM	4:23 PM	5:08 PM
	83 Calico	7:26 AM	8:11 AM	8:56 AM	9:41 AM	10:26 AM	11:11 AM	11:56 AM	12:41 PM	1:26 PM	2:11 PM	2:56 PM	3:41 PM	4:26 PM	5:11 PM
	82 Westbank Center	7:28 AM	8:13 AM	8:58 AM	9:43 AM	10:28 AM	11:13 AM	11:58 AM	12:43 PM	1:28 PM	2:13 PM	2:58 PM	3:43 PM	4:28 PM	5:13 PM
	84 The Aspens	7:29 AM	8:14 AM	8:59 AM	9:44 AM	10:29 AM	11:14 AM	11:59 AM	12:44 PM	1:29 PM	2:14 PM	2:59 PM	3:44 PM	4:29 PM	5:14 PM
	89 Arrive Teton Village	7:38 AM	8:23 AM	9:08 AM	9:53 AM	10:38 AM	11:23 AM	12:08 PM	12:53 PM	1:38 PM	2:23 PM	3:08 PM	3:53 PM	4:38 PM	5:23 PM
Towards Jackson	89 Depart Teton Village	7:45 AM	8:30 AM	9:15 AM	10:00 AM	10:45 AM	11:30 AM	12:15 PM	1:00 PM	1:45 PM	2:30 PM	3:15 PM	4:00 PM	4:45 PM	5:30 PM
	84 The Aspens	7:53 AM	8:38 AM	9:23 AM	10:08 AM	10:53 AM	11:38 AM	12:23 PM	1:08 PM	1:53 PM	2:38 PM	3:23 PM	4:08 PM	4:53 PM	5:38 PM
	82 Westbank Center	7:54 AM	8:39 AM	9:24 AM	10:09 AM	10:54 AM	11:39 AM	12:24 PM	1:09 PM	1:54 PM	2:39 PM	3:24 PM	4:09 PM	4:54 PM	5:39 PM
	83 Calico	7:56 AM	8:41 AM	9:26 AM	10:11 AM	10:56 AM	11:41 AM	12:26 PM	1:11 PM	1:56 PM	2:41 PM	3:26 PM	4:11 PM	4:56 PM	5:41 PM
	70 Village Road Transit Center	7:59 AM	8:44 AM	9:29 AM	10:14 AM	10:59 AM	11:44 AM	12:29 PM	1:14 PM	1:59 PM	2:44 PM	3:29 PM	4:14 PM	4:59 PM	5:44 PM
	53 Albertsons	8:11 AM	8:56 AM	9:41 AM	10:26 AM	11:11 AM	11:56 AM	12:41 PM	1:26 PM	2:11 PM	2:56 PM	3:41 PM	4:26 PM	5:11 PM	5:56 PM
	55 Hampton Inn	8:13 AM	8:58 AM	9:43 AM	10:28 AM	11:13 AM	11:58 AM	12:43 PM	1:28 PM	2:13 PM	2:58 PM	3:43 PM	4:28 PM	5:13 PM	5:58 PM
	60 Smiths	8:20 AM	9:05 AM	9:50 AM	10:35 AM	11:20 AM	12:05 PM	12:50 PM	1:35 PM	2:20 PM	3:05 PM	3:50 PM	4:35 PM	5:20 PM	6:05 PM

Source: LSC, 2020.

Figure IV-7
Stilson to Teton Village Service

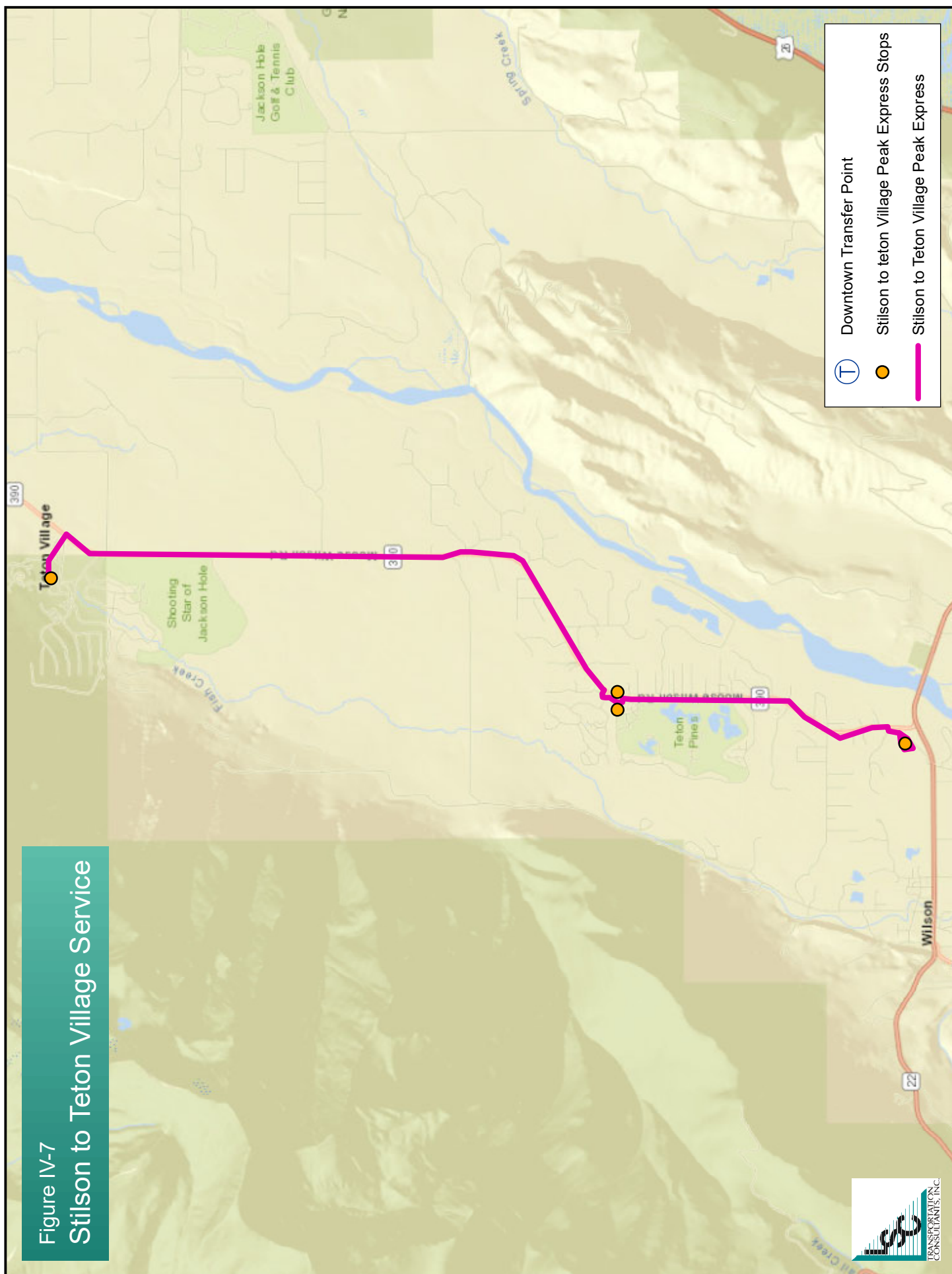


		Table IV-6: Schedule for Stilson to Teton Village Peak Express																	
		15-Minute Frequency Between 7:30-10:00 a.m. and 2:00-4:00 p.m.																	
Towards Teton Village	Bus Stop																		
		70	Village Road Transit Center	7:30 AM	7:45 AM	8:00 AM	8:15 AM	8:30 AM	8:45 AM	9:00 AM	9:15 AM	9:30 AM	2:00 PM	2:15 PM	2:30 PM	2:45 PM	3:00 PM	3:15 PM	3:30 PM
		82	Westbank Center	7:35 AM	7:50 AM	8:05 AM	8:20 AM	8:35 AM	8:50 AM	9:05 AM	9:20 AM	9:35 AM	2:05 PM	2:20 PM	2:35 PM	2:50 PM	3:05 PM	3:20 PM	3:35 PM
		89	Arrive Teton Village	7:43 AM	7:58 AM	8:13 AM	8:28 AM	8:43 AM	8:58 AM	9:13 AM	9:28 AM	9:43 AM	2:13 PM	2:28 PM	2:43 PM	2:58 PM	3:13 PM	3:28 PM	3:43 PM
Towards Stilson		89	Depart Teton Village	7:45 AM	8:00 AM	8:15 AM	8:30 AM	8:45 AM	9:00 AM	9:15 AM	9:30 AM	9:45 AM	2:15 PM	2:30 PM	2:45 PM	3:00 PM	3:15 PM	3:30 PM	3:45 PM
		82	Westbank Center	7:53 AM	8:08 AM	8:23 AM	8:38 AM	8:53 AM	9:08 AM	9:23 AM	9:38 AM	9:53 AM	2:23 PM	2:38 PM	2:53 PM	3:08 PM	3:23 PM	3:38 PM	3:53 PM
		70	Village Road Transit Center	7:58 AM	8:13 AM	8:28 AM	8:43 AM	8:58 AM	9:13 AM	9:28 AM	9:43 AM	9:58 AM	2:28 PM	2:43 PM	2:58 PM	3:13 PM	3:28 PM	3:43 PM	3:58 PM

Source: LSC, 2020.

Figure IV-8
Rafter J-Melody-South Park Service

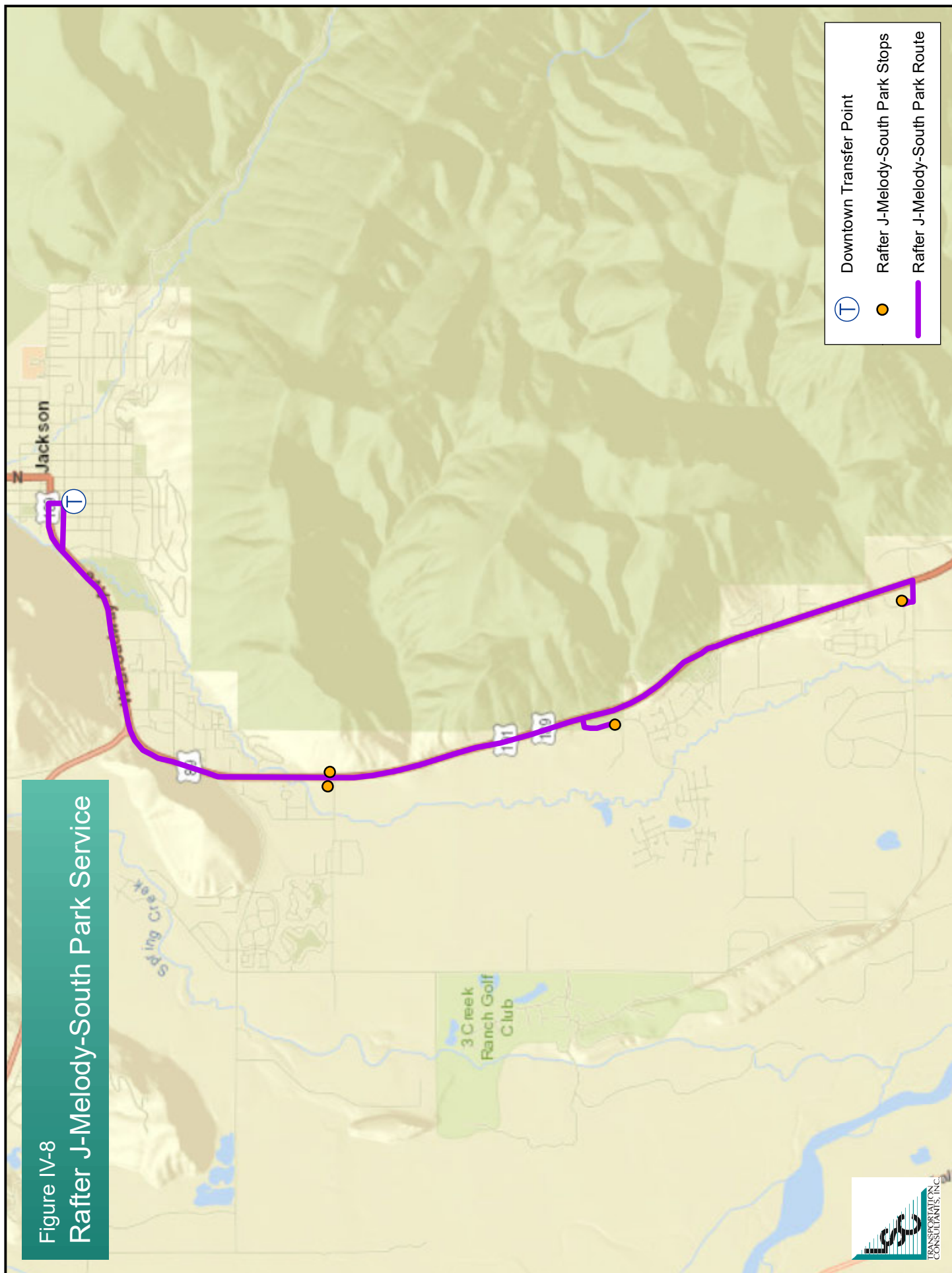


		Table IV-7: Schedule for Rafter J – Melody – South Park Route																	
		30-Minute Frequency Between 6:00-10:00 a.m. and 2:00-6:00 p.m.																	
Towards	Bus Stop																		
		5:52 AM	6:22 AM	6:52 AM	7:22 AM	7:52 AM	8:22 AM	8:52 AM	9:22 AM	1:52 PM	2:22 PM	2:52 PM	3:22 PM	3:52 PM	4:22 PM	4:52 PM	5:22 PM		
Towards South Park	New Downtown Transfer Point																		
	New High School Rd. & Hwy. 89 (Smiths)	5:59 AM	6:29 AM	6:59 AM	7:29 AM	7:59 AM	8:29 AM	8:59 AM	9:29 AM	1:59 PM	2:29 PM	2:59 PM	3:29 PM	3:59 PM	4:29 PM	4:59 PM	5:29 PM		
	New Rafter J	6:02 AM	6:32 AM	7:02 AM	7:32 AM	8:02 AM	8:32 AM	9:02 AM	9:32 AM	2:02 PM	2:32 PM	3:02 PM	3:32 PM	4:02 PM	4:32 PM	5:02 PM	5:32 PM		
	New Arrive South Park	6:05 AM	6:35 AM	7:05 AM	7:35 AM	8:05 AM	8:35 AM	9:05 AM	9:35 AM	2:05 PM	2:35 PM	3:05 PM	3:35 PM	4:05 PM	4:35 PM	5:05 PM	5:35 PM		
Towards Jackson	New Depart South Park	6:06 AM	6:36 AM	7:06 AM	7:36 AM	8:06 AM	8:36 AM	9:06 AM	9:36 AM	2:06 PM	2:36 PM	3:06 PM	3:36 PM	4:06 PM	4:36 PM	5:06 PM	5:36 PM		
	New Rafter J	6:09 AM	6:39 AM	7:09 AM	7:39 AM	8:09 AM	8:39 AM	9:09 AM	9:39 AM	2:09 PM	2:39 PM	3:09 PM	3:39 PM	4:09 PM	4:39 PM	5:09 PM	5:39 PM		
	New High School Rd. & Hwy. 89 (Smiths)	6:12 AM	6:42 AM	7:12 AM	7:42 AM	8:12 AM	8:42 AM	9:12 AM	9:42 AM	2:12 PM	2:42 PM	3:12 PM	3:42 PM	4:12 PM	4:42 PM	5:12 PM	5:42 PM		
	New Downtown Transfer Point	6:19 AM	6:49 AM	7:19 AM	7:49 AM	8:19 AM	8:49 AM	9:19 AM	9:49 AM	2:19 PM	2:49 PM	3:19 PM	3:49 PM	4:19 PM	4:49 PM	5:19 PM	5:49 PM		

Source: LSC, 2020.

Microtransit



The final route service plan includes a new microtransit zone in Jackson, as shown in Figure IV-9. The service area is designed to serve east Jackson, the new downtown transfer point, Snow King, town square area (including visitor center and hotels in north Jackson), and St. John's Hospital. The microtransit service operates seven days per week year-round from 7:00 a.m. to 8:00 p.m. During the spring, summer, and fall seasons the service would operate with one to three vehicles, and during the winter season the service would operate with two to four vehicles.

Star Valley Commuter

The Star Valley Commuter Route remains mostly the same as existing, with a slight change to the route structure in Jackson, as shown in Figure IV-10. In Jackson, the route serves Kmart and Albertsons and loops around to serve the Lodge before continuing to downtown along Broadway. The route serves the new downtown transfer point and ends at St. John's Hospital.

Service on the Star Valley Commuter Route increases from three roundtrips per day to eight roundtrips per day, with morning northbound departures between 5:30 a.m. and 11:30 a.m. and afternoon/evening departures from Jackson between 3:35 p.m. and 9:35 p.m. Table IV-8 presents the schedule for the Star Valley Commuter Route. The last three trips of the morning depart from Alpine while all other northbound departures are from Etna.

The schedule is designed so that buses could run multiple roundtrip laps in the morning and evening, but the return trips are not shown in the schedule in order to give operational flexibility in how buses may be assigned to multiple roundtrips or not. It may make sense to show these "reverse commute" direction trips on a published schedule.

Teton Valley Commuter

The Teton Valley Commuter Route also remains mostly the same as existing, with a slight change to the route structure in Jackson, as shown in Figure IV-11. In Jackson, the route serves Kmart and Albertsons and loops around to serve the Lodge before continuing to downtown along Broadway. The route serves the new downtown transfer point and ends at St. John's Hospital.

Service on the Teton Valley Commuter Route would increase from four roundtrips per day to eight roundtrips per day with morning northbound departures between 5:30 a.m. and 11:30 a.m. and afternoon/evening departures from Jackson between 3:35 p.m. and 9:35 p.m. Table IV-8 presents the schedule for the Star Valley Commuter Route. The last three trips of the morning depart from Alpine while all other northbound departures are from Etna.

The schedule is designed so that buses could run multiple roundtrip laps in the morning and evening, but the return trips are not shown in the schedule in order to give operational flexibility in how buses may be assigned to multiple roundtrips or not. It may make sense to show these "reverse commute" direction trips on a published schedule.



Figure IV-9
Microtransit Zone

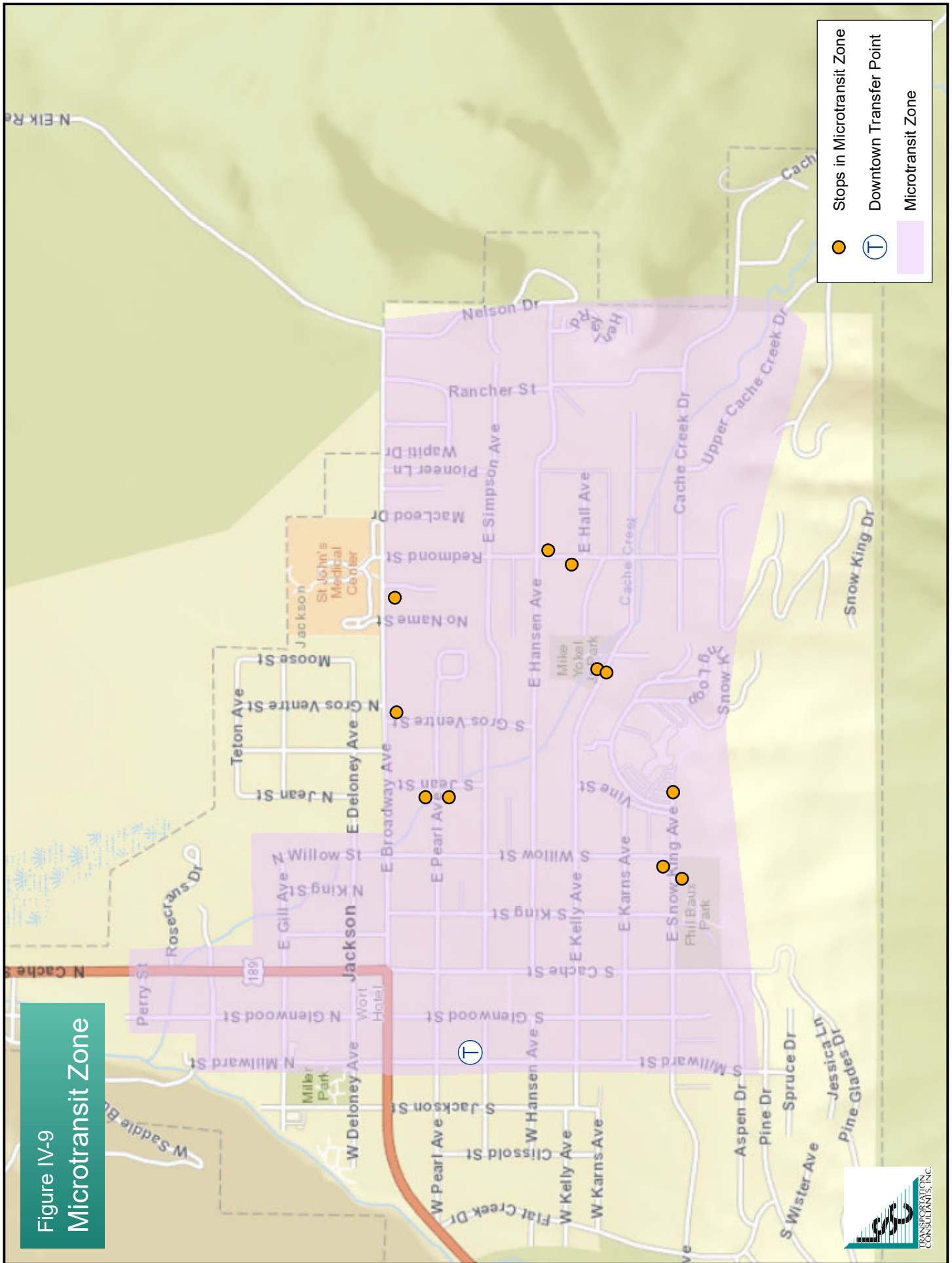


Figure IV-10
Star Valley Commuter Service

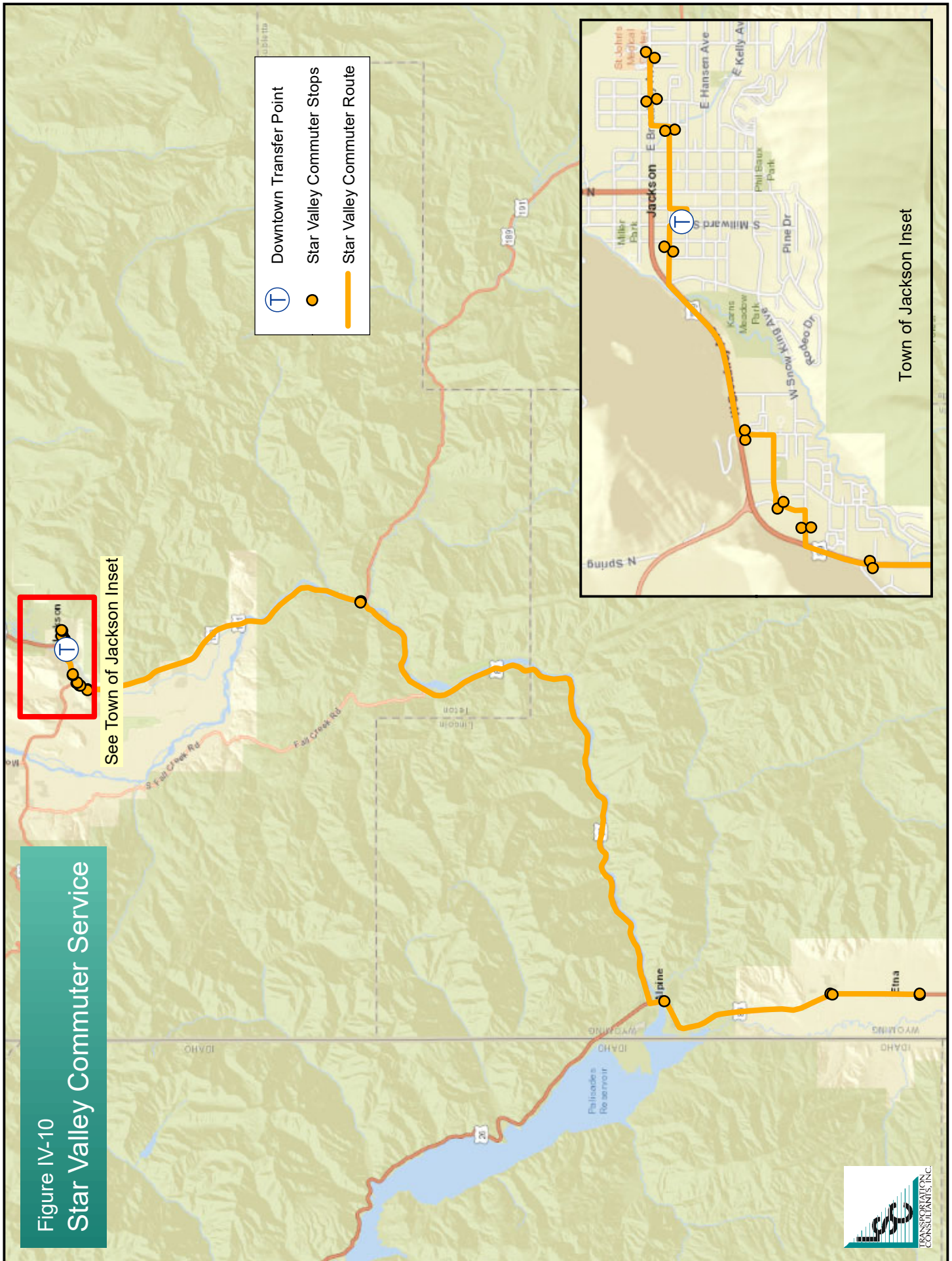


Table IV-8: Schedule for Star Valley Commuter Route														
Bus Stop				Eight roundtrips per weekday										
Towards Jackson (AM)	98	Etna / Star Valley Community Center	5:30 AM	6:15 AM	6:45 AM	7:15 AM	8:15 AM	X	X	X				
	96	County Road 106 & Highway 89	5:35 AM	6:20 AM	6:50 AM	7:20 AM	8:20 AM	X	X					
	94	Alpine / KJ's Super Store	5:45 AM	6:30 AM	7:00 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM					
	92	Hoback Market	6:10 AM	6:55 AM	7:25 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM					
	58	Broadway & Huff	6:25 AM	7:10 AM	7:40 AM	8:10 AM	9:10 AM	10:10 AM	11:10 AM					
	56	Kmart	6:27 AM	7:12 AM	7:42 AM	8:12 AM	9:12 AM	10:12 AM	11:12 AM					
	54	Buffalo Way & Alpine	6:28 AM	7:13 AM	7:43 AM	8:13 AM	9:13 AM	10:13 AM	11:13 AM					
	49	Lodge	6:30 AM	7:15 AM	7:45 AM	8:15 AM	9:15 AM	10:15 AM	11:15 AM					
	36	49er	6:33 AM	7:18 AM	7:48 AM	8:18 AM	9:18 AM	10:18 AM	11:18 AM					
	New	Downtown Transfer Point	6:34 AM	7:19 AM	7:49 AM	8:19 AM	9:19 AM	10:19 AM	11:19 AM					
Towards Alpine/Etna (PM)	18	Pearl & Jean	6:35 AM	7:20 AM	7:50 AM	8:20 AM	9:20 AM	10:20 AM	11:20 AM					
	14	Broadway & Gros Ventre	6:37 AM	7:22 AM	7:52 AM	8:22 AM	9:22 AM	10:22 AM	11:22 AM					
	10	Broadway & Stormy Cr. (Hospital)	6:38 AM	7:23 AM	7:53 AM	8:23 AM	9:23 AM	10:23 AM	11:23 AM					
	11	St. John's Hospital	3:35 PM	4:35 PM	5:05 PM	5:35 PM	6:35 PM	7:35 PM	8:35 PM					
	15	Broadway & Gros Ventre	3:36 PM	4:36 PM	5:06 PM	5:36 PM	6:36 PM	7:36 PM	8:36 PM					
	19	Pearl & Jean	3:38 PM	4:38 PM	5:08 PM	5:38 PM	6:38 PM	7:38 PM	8:38 PM					
	New	Downtown Transfer Point	3:39 PM	4:39 PM	5:09 PM	5:39 PM	6:39 PM	7:39 PM	8:39 PM					
	35	Pearl & Jackson	3:40 PM	4:40 PM	5:10 PM	5:40 PM	6:40 PM	7:40 PM	8:40 PM					
	50	Scott & Broadway	3:43 PM	4:43 PM	5:13 PM	5:43 PM	6:43 PM	7:43 PM	8:43 PM					
	53	Albertsons	3:45 PM	4:45 PM	5:15 PM	5:45 PM	6:45 PM	7:45 PM	8:45 PM					
Towards Alpine/Etna (PM)	55	Hampton Inn	3:46 PM	4:46 PM	5:16 PM	5:46 PM	6:46 PM	7:46 PM	8:46 PM					
	57	Maverick	3:48 PM	4:48 PM	5:18 PM	5:48 PM	6:48 PM	7:48 PM	8:48 PM					
	92	Hoback Market	4:03 PM	5:03 PM	5:33 PM	6:03 PM	7:03 PM	8:03 PM	9:03 PM					
	94	Alpine / KJ's Super Store	4:28 PM	5:28 PM	5:58 PM	6:28 PM	7:28 PM	8:28 PM	9:28 PM					
	96	County Road 106 & Highway 89	4:38 PM	5:38 PM	6:23 PM	6:38 PM	7:38 PM	8:38 PM	9:38 PM					
	98	Etna / Star Valley Community Center	4:43 PM	5:43 PM	6:28 PM	6:43 PM	7:43 PM	8:43 PM	9:43 PM					
	X = stop not served at this time													
	Source: LSC, 2020.													

Figure IV-11
Teton Valley Commuter Service

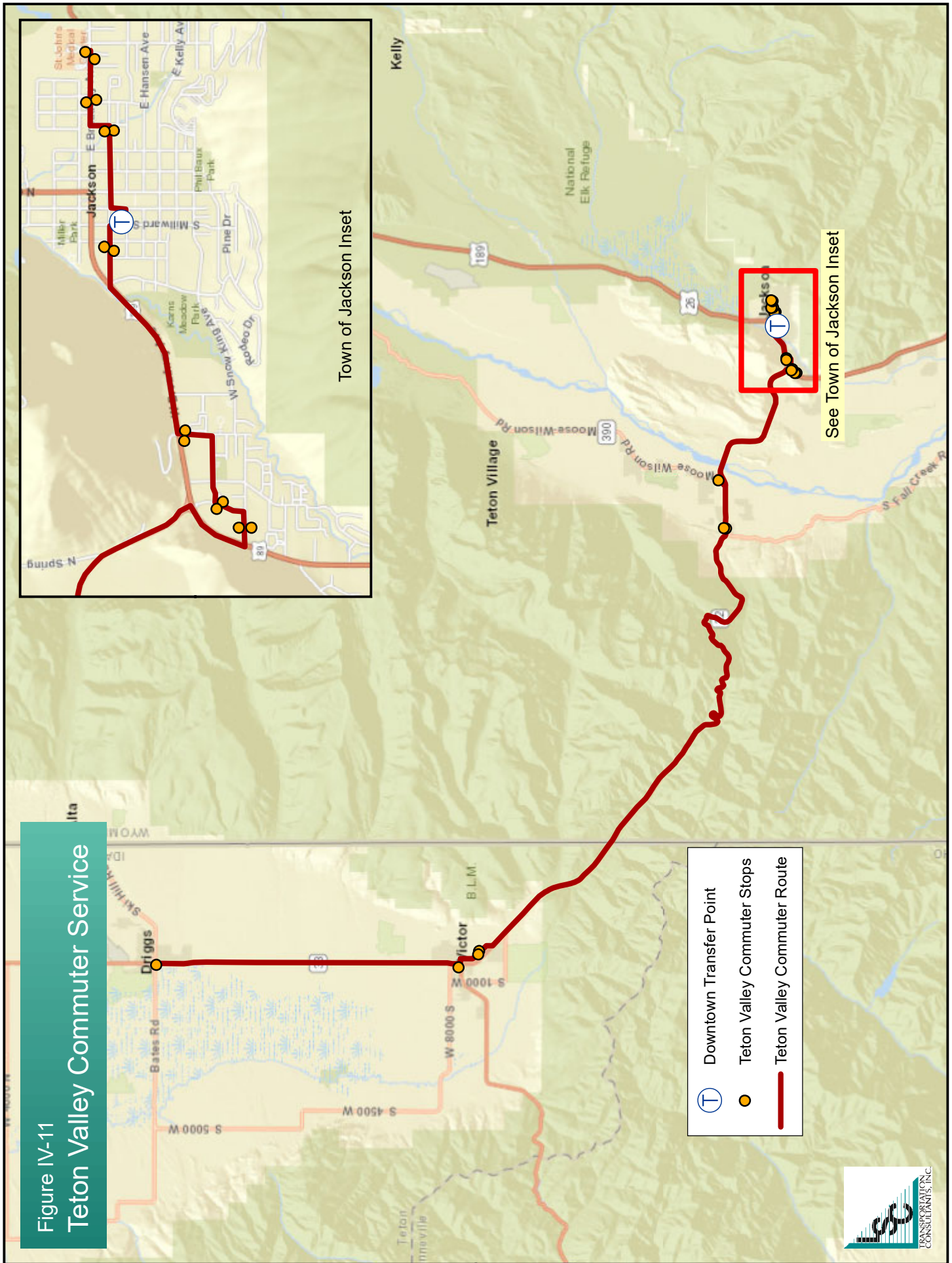


Table IV-9: Schedule for Teton Valley Commuter Route												
Bus Stop			Eight roundtrips per weekday									
Towards Jackson (AM)	78	Driggs Community Center	5:30 AM	6:15 AM	6:45 AM	7:15 AM	7:45 AM	8:45 AM	X	X		
	76	Victor Depot	5:42 AM	6:27 AM	6:57 AM	7:27 AM	7:57 AM	8:57 AM	X	X		
	74	Victor Transit Center	5:46 AM	6:31 AM	7:01 AM	7:31 AM	8:01 AM	9:01 AM	10:01 AM	11:01 AM		
	72	Wilson / Nora's	6:12 AM	6:57 AM	7:27 AM	7:57 AM	8:27 AM	9:27 AM	10:27 AM	11:27 AM		
	70	Village Rd. Transit Center	6:15 AM	7:00 AM	7:30 AM	8:00 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM		
	56	Kmart	6:25 AM	7:10 AM	7:40 AM	8:10 AM	8:40 AM	9:40 AM	10:40 AM	11:40 AM		
	54	Buffalo Way & Alpine	6:26 AM	7:11 AM	7:41 AM	8:11 AM	8:41 AM	9:41 AM	10:41 AM	11:41 AM		
	49	Lodge	6:28 AM	7:13 AM	7:43 AM	8:13 AM	8:43 AM	9:43 AM	10:43 AM	11:43 AM		
	36	49er	6:31 AM	7:16 AM	7:46 AM	8:16 AM	8:46 AM	9:46 AM	10:46 AM	11:46 AM		
	New	Downtown Transfer Point	6:32 AM	7:17 AM	7:47 AM	8:17 AM	8:47 AM	9:47 AM	10:47 AM	11:47 AM		
Towards Driggs (PM)	18	Pearl & Jean	6:33 AM	7:18 AM	7:48 AM	8:18 AM	8:48 AM	9:48 AM	10:48 AM	11:48 AM		
	14	Broadway & Gros Ventre	6:34 AM	7:19 AM	7:49 AM	8:19 AM	8:49 AM	9:49 AM	10:49 AM	11:49 AM		
	10	Broadway & Stormy Cr. (Hospital)	6:35 AM	7:20 AM	7:50 AM	8:20 AM	8:50 AM	9:50 AM	10:50 AM	11:50 AM		
	11	St. John's Hospital	3:35 PM	4:35 PM	5:05 PM	5:35 PM	6:35 PM	7:35 PM	8:35 PM	9:35 PM		
	15	Broadway & Gros Ventre	3:36 PM	4:36 PM	5:06 PM	5:36 PM	6:36 PM	7:36 PM	8:36 PM	9:36 PM		
	19	Pearl & Jean	3:37 PM	4:37 PM	5:07 PM	5:37 PM	6:37 PM	7:37 PM	8:37 PM	9:37 PM		
	New	Downtown Transfer Point	3:38 PM	4:38 PM	5:08 PM	5:38 PM	6:38 PM	7:38 PM	8:38 PM	9:38 PM		
	35	Pearl & Jackson	3:39 PM	4:39 PM	5:09 PM	5:39 PM	6:39 PM	7:39 PM	8:39 PM	9:39 PM		
	50	Scott & Broadway	3:42 PM	4:42 PM	5:12 PM	5:42 PM	6:42 PM	7:42 PM	8:42 PM	9:42 PM		
	53	Albertsons	3:44 PM	4:44 PM	5:14 PM	5:44 PM	6:44 PM	7:44 PM	8:44 PM	9:44 PM		
Towards Driggs (PM)	55	Hampton Inn	3:45 PM	4:45 PM	5:15 PM	5:45 PM	6:45 PM	7:45 PM	8:45 PM	9:45 PM		
	70	Village Rd. Transit Center	3:55 PM	4:55 PM	5:25 PM	5:55 PM	6:55 PM	7:55 PM	8:55 PM	9:55 PM		
	71	Wilson / Hungry Jack's	3:58 PM	4:58 PM	5:28 PM	5:58 PM	6:58 PM	7:58 PM	8:58 PM	9:58 PM		
	74	Victor Transit Center	4:24 PM	5:24 PM	5:54 PM	6:24 PM	7:24 PM	8:24 PM	9:24 PM	10:24 PM		
	76	Victor Depot	4:28 PM	5:28 PM	5:58 PM	6:28 PM	7:28 PM	8:28 PM	9:28 PM	10:28 PM		
	78	Driggs Community Center	4:40 PM	5:40 PM	6:10 PM	6:40 PM	7:40 PM	8:40 PM	9:40 PM	10:40 PM		

X = stop not served at this time
Source: LSC, 2020.

X = stop not served at this time
Source: LSC, 2020.

SEASONALITY

START operates a seasonal system with service levels that vary significantly by time of year, with highest service level in the winter and summer and less service in the spring and fall. The final service plan adds more year-round service, but there is still considerable seasonal variation, as shown in Table IV-10.

Table IV-10: Level of Service by Season				
Route	Season			
	Spring	Summer	Fall	Winter
Town Shuttles	20-Minute Frequency, 7 Days per Week, 6 AM - 10 PM	20-Minute Frequency, 7 Days per Week, 6 AM - 10 PM	20-Minute Frequency, 7 Days per Week, 6 AM - 10 PM	20-Minute Frequency, 7 Days per Week, 6 AM - 10 PM
Teton Village Local	30-Minute Frequency, 7 Days per Week, 6 AM - 8 PM	30-Minute Frequency, 7 Days per Week, 6 AM - 8 PM	30-Minute Frequency, 7 Days per Week, 6 AM - 8 PM	30-Minute Frequency, 7 Days per Week, 6 AM - 8 PM
		60-Minute Frequency, 7 Days per Week, 5-6 AM, 8 PM - Midnight		60-Minute Frequency, 7 Days per Week, 5-6 AM, 8 PM - Midnight
Teton Village Express				20-Minute Frequency, 7 Days per Week, 7-8 AM, 5-7 PM 10-Minute Frequency, 7 Days per Week, 8 AM - 5 PM
Teton Village South Jackson				45-Minute Frequency, 7 Days per Week, 7 AM - 6 PM
Stilson to Teton Village Peak Express				15-Minute Frequency, 7 Days per Week (Mid-December - End of February Only), 7:30-10 AM, 2:30-4 PM
Rafter J-Melody-South Park Route	30-Minute Frequency, Year-round, Weekdays, 6-10 AM, 2-6 PM			
Microtransit	1-2 Vans, 7 Days per Week, 7 AM - 8 PM	1-3 Vans, 7 Days per Week, 7 AM - 8 PM	1-2 Vans, 7 Days per Week, 7 AM - 8 PM	2-4 Vans, 7 Days per Week, 7 AM - 8 PM
Star Valley Commuter	8 Roundtrips, Year-round, Weekdays, 5:30 AM - 10:45 PM			
Teton Valley Commuter	8 Roundtrips, Year-round, Weekdays, 5:30 AM - 10:40 PM			

Source: LSC, 2020.

TRANSFERS AND COORDINATION

The route plan is designed to facilitate coordination among the various routes and services. The downtown transfer point is designed to facilitate activity at top of the hour and :30 after the hour, as well as at :10, :20, :40, and :50 after the hour for more frequent routes such as Teton Village Express and Town Shuttle.

Commuter routes are designed to get employees to work for shifts that start at the top of the hour or :30 after the hour. They also coordinate with other routes through timed transfers at the downtown transfer point.

Another transfer point is at the Albertsons and Kmart stops where the new version of Teton Village South Jackson, the new Rafter J-Melody Ranch route, the new Town Shuttle, and commuter routes can interact.

FUTURE SERVICE INVESTMENTS

The routes and associated service levels presented in this plan fit largely in the existing total service hours, and thus represent a resource-constrained plan with a small amount of service hour and budget growth in the next five years. However, START should be considering how it will grow beyond the next five years and how it would invest if new or additional resources were to come available.

If new funding were to materialize, START would have to answer a fundamental question:

Do you invest in improvements to the service concepts in the final route plan or do you invest in additional/new services?

Table IV-11 shows the estimated costs and performance associated with the investments for the final service plan and for new services that were identified as potential needs but not included in the final plan.

Table IV-11: Future Service Investments										
Service Description	Additional Peak Vehicles Required	Total Annual			Annual Operating Days	Annual Operating Cost	Annual Ridership	Cost per Passenger	Passengers per Rev Hour	
		Revenue - Miles	Revenue - Hours	Total Hours						
INVESTMENTS IN IMPROVEMENTS TO FINAL ROUTE PLAN										
Teton Village Express - Add Summer Service	Operate Teton Village Express during the summer, 8am-4pm 20-minute frequency	0	73,200	2,928	3,514	122	\$278,000	73,200	\$3.80	25.0
Stilson to Teton Village Peak Express - Expanded Hours	Operate Stilson to Teton Village Express all day 7:30am - 4:30p, filling in midday gap, with 15-minute frequency (mid-Dec to end of Feb)	0	38,808	693	832	77	\$66,000	20,790	\$3.17	30.0
Teton Village South Jackson - Add Summer Service	Operate the new route connecting Smiths in South Jackson to the Village during the summer, daily from 7am-6pm with 45-minute frequency.	0	46,116	2,562	3,074	122	\$243,000	56,364	\$4.31	22.0
Rafter J-Melody-South Park Route - Add Midday Service	Operate the new route connecting Melody Ranch and Rafter J with Jackson all day, filling in the midday gap so that 30-minute frequency runs from 6am to 6pm weekdays.	0	37,084	1,460	1,752	365	\$139,000	17,520	\$7.93	12.0
Commuter Routes - Add More Weekday Service	Add two more weekday roundtrips to both commuter routes.	2-4	85,608	1,305	1,566	261	\$129,000	15,660	\$8.24	12.0
Commuter Routes - Add Weekend Service	Add two roundtrips on Saturday and one roundtrip on Sunday to both commuter routes.	0	25,584	343	412	52	\$34,000	3,432	\$9.91	10.0
INVESTMENTS IN NEW SERVICES										
Airport Service	New route connecting the airport to Jackson with six roundtrips per day during the summer and winter seasons.	1	4,644	903	1,084	258	\$86,000	9,030	\$9.52	10.0
Grand Teton National Park Service	New route connecting the airport to Jackson with Moose and Jenny Lake in GTNP with five roundtrips per day in the summer only	2	5,124	915	1,098	122	\$87,000	7,320	\$11.89	8.0

Source: LSC 2020.

Source: LSC 2020.

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Chapter V: Implementation

Chapter V presents activities associated with implementing the 2020-2025 START Route Plan including the five-year operating and capital plan, phasing, supporting infrastructure, and implementation steps.

FINANCIAL PLAN

Operating, Startup, and Capital Expenses

Table V-1 presents the five-year operating and capital expenses for the final plan. A 3.5 percent annual inflation rate is assumed and operating costs are shown with individual costs for each route – these route and service costs are fully burdened in that they contain all overhead and administration costs allocated proportionally. The required capital expenses are presented including microtransit startup costs, basic bus stop improvements for new stops, park and ride improvements for commuter service and the new Rafter J route, and costs associated with creating a new downtown transit hub, which is discussed in more detail later in this chapter.

The financial plan also shows one-time implementation costs associated with an accelerated startup and implementation within six to nine months of plan adoption. As shown in Table V-1, the most expensive startup costs are associated with inefficiencies of the first few years operating the service. This line item provides a buffer against likely expenses associated with making a large-scale change to the START routes and operations – startup costs for inefficiency includes items such as extra driver training, extra revenue and non-revenue operating hours associated with learning the new routes and making adjustments to route timing/schedules, extra standby drivers, and other contingency costs.

Additional marketing, above what START currently spends, is also included to support community/rider education about how the new routes operate and overall promotion of the new system. Finally, there is organizational capacity building included to help give START more resources to support implementation – in year one this is for consulting support of development of operational resources such as driver schedules, as well as internal transit planning. Beyond year one, \$25,000 is allocated towards part-time transit planning support, perhaps shared with other entities (more detail on this is included later in this chapter).

Revenue Sources

To support the final Route Plan, existing funding sources are estimated to remain the same with proportional growth among the various revenue sources. The historical revenue sources are shown in Table V-2. It should be noted that the final Route Plan costs presented in Table V-1 include allocations for Town of Jackson administration of START, which aren't reflected in Table V-2.

Other Potential Revenue Sources

START currently accesses a variety of funding sources for operating and capital expenses, including FTA 5311, 5339, and Low-No Emission Buses grant programs, as well as local funding from the Town of Jackson, Teton County, Teton Village Association, Jackson Hole Mountain Resort, and system fares. START has also utilized Special Purpose Excise Tax (SPET) to fund capital projects. While there is always

opportunity to increase these existing funding sources, the opportunities for significant growth in existing funding may be limited.

Table V-1: Final Route Plan - Operating and Capital Plan					
	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Expenses					
Town Shuttles	\$1,109,000	\$1,148,000	\$1,188,000	\$1,230,000	\$1,273,000
Teton Village Routes	\$2,715,000	\$2,810,000	\$2,908,000	\$3,010,000	\$3,115,000
Rafter J-Melody-South Park Route	\$198,000	\$205,000	\$212,000	\$219,000	\$227,000
Microtransit	\$633,000	\$655,000	\$678,000	\$702,000	\$727,000
Star Valley Commuter	\$419,000	\$434,000	\$449,000	\$465,000	\$481,000
Teton Valley Commuter	\$460,000	\$476,000	\$493,000	\$510,000	\$528,000
ADA*	\$300,000	\$311,000	\$322,000	\$333,000	\$345,000
Bikeshare	\$75,000	\$78,000	\$81,000	\$84,000	\$87,000
Grand Targhee	\$122,000	\$126,000	\$130,000	\$135,000	\$140,000
Operating Expenses Subtotal	\$6,031,000	\$6,243,000	\$6,461,000	\$6,688,000	\$6,923,000
Implementation Capital Expenses (excludes ongoing capital projects and fleet replacements)					
Downtown Transfer Point	\$10,000	\$10,000			
Bus stop improvements for new stops	\$10,000	\$10,000			
Stilson improvements	\$100,000	\$75,000			
Park and ride lot improvements	\$25,000	\$25,000	\$25,000		
Microtransit start-up costs	\$40,000				
Capital Expenses Subtotal	\$185,000	\$120,000	\$25,000	\$0	\$0
Startup Expenses (for accelerated implementation in 6-9 months after plan adoption)					
Years 1-2 inefficiencies	\$225,000	\$100,000			
Additional marketing, education, outreach	\$50,000	\$20,000			
Consulting support, staff capacity building	\$65,000	\$25,000	\$25,875	\$26,781	\$27,718
Startup Expenses Subtotal	\$340,000	\$145,000	\$25,875	\$26,781	\$27,718
Total Expenses	\$6,556,000	\$6,508,000	\$6,511,875	\$6,714,781	\$6,950,718
<i>Note: Assumes 3.5% annual inflation rate.</i> <i>* ADA estimate includes \$275,000 from FY2020 plus \$25,000 for Rafter J</i> <i>Source: LSC, 2020.</i>					

Table V-2: START Revenues by Source				
Description	Fiscal Year			
	FY 2018 Actual	FY 2019 Amended	FY 2019 Estimated	FY 2020 Recommended
Electronic Fare System Grant	--	\$183,000	\$178,400	--
SLIB START Grant (County)	--	\$110,000	--	\$467,460
FTA Wyoming 5311 Grant	\$1,588,610	\$2,000,000	\$2,000,000	\$2,000,000
FTA/WYDOT - Bus Replacement	--	--	--	--
ITD-FTA 5339 Capital	--	\$172,000	--	--
FTA Idaho 5311 Grant	\$70,472	\$171,230	\$171,230	\$171,230
FTA Idaho 5311 Grand Targhee Grant	--	\$116,598	\$116,598	\$116,598
FTA 5339/Wyoming Capital	\$23,363	\$1,715,702	--	\$2,320,000
Low - No Grant	--	--	--	\$2,290,000
Bus Shelter Grant	--	--	--	\$168,000
Route Plan RFP	--	--	--	\$80,000
Bike Share- Capital	--	--	--	--
Teton County Grant - Operations	\$461,757	\$584,423	\$584,423	\$782,657
Teton County Grant - Capital	--	--	--	\$727,703
Total Intergovernmental Revenue	\$2,144,202	\$5,052,953	\$3,050,651	\$9,123,648
START Transit Fares	\$273,557	\$275,000	\$282,500	\$291,000
START Fares - Star Valley Passes	\$98,908	\$87,541	\$90,000	\$92,700
START Fares - Star Valley Ticket	\$18,879	\$17,778	\$19,000	\$19,600
START Fares - Teton Valley Pass	\$70,036	\$76,825	\$77,000	\$79,300
START Fares - Teton Valley Ticket	\$39,952	\$38,475	\$38,475	\$39,600
START Bus - Commuter Subsidy	--	--	--	--
START Transit Contract Fares	\$275,367	\$315,000	\$315,000	\$315,000
START Advertising	\$11,100	\$8,000	\$8,000	\$8,000
Bike Share - Member Revenue	\$7,403	\$22,000	\$15,000	\$15,000
Teton Village Area 2 1% Transfer Fee	\$419,400	\$450,000	\$263,565	\$385,000
Short Term Rental Impact Fee	\$10,913	\$30,000	\$4,137	\$30,000
Total Charges for Services	\$1,225,515	\$1,320,619	\$1,112,677	\$1,275,200
Miscellaneous Revenue	\$37,621	\$4,500	\$452,064	\$13,000
Transfers In	\$377,801	\$430,914	\$430,914	\$1,235,748
Total START Bus System Fund	\$3,785,139	\$6,808,986	\$5,046,306	\$11,647,596

Source: Town of Jackson Town Manager's Recommended Budget FY2019-20.

In terms of new, stable funding sources, the best option would be a dedicated funding source from a tax mechanism. As discussed in Interim Report #1, the only current option for dedicated funding is through creation of a Regional Transportation Authority (RTA) but the current Wyoming statute is very limiting in terms of the maximum mill rate (current statute states that annual levy not to exceed one-half mill on the dollar of assessed valuation of the county or municipality, which would raise less than \$1 million annually) and the fact that funding must be renewed every four years by voter approval.

The best possibility would be a dedicated funding source for transit with long-term stability and higher taxation rates than currently afforded by the existing RTA statute – this would require a change to Wyoming state law to allow such a new funding source.

START should stay engaged in all local and state efforts to create a dedicated transit funding source, as well as continuing to maximize all existing local, state, and federal funding sources for operating and capital projects.

Fares

START is proactively analyzing its fare structure to balance ridership and revenue. START should continue to develop creative bulk discount programs for commuter passes supported by employers, as well as private and public sector partnerships for fares and passes.

PHASING

The potential timing and phasing of the final recommended Route Plan could follow one of three implementation paths:

Path 1 - All at once	Path 2 - Commuter/regional first	Path 3 - Town Shuttle first
•Implement all route and service changes together in first year •May require 1-2 years of pre-planning	•Focus on implementing regional and commuter service recommendations first including changes to Star/Teton Valley, new Rafter J, and Teton Village •Would keep Town Shuttles the same for 1-2 years, which would be more expensive short-term, but pushes off decision about how to serve East Jackson	•Focus on implementing changes to Town Shuttles and East Jackson, given that these are the most significant changes, plus likely add Rafter J •Would allow Town changes to be worked out before other changes are implemented

However, given how interrelated the options are and how the final Route Plan is designed to be a functioning system with all routes working together, Path 1 is the recommended implementation path.

SUPPORTING INFRASTRUCTURE

Downtown Transit Hub

To facilitate implementation of the final Route Plan, a downtown transfer point is envisioned and included in capital financial requirements. The recommended location of this facility is one full block of Pearl Ave. between Millward St. and Glenwood St., as well as the block face on Millward St. that is directly across from the downtown parking garage. This location is recommended because it is:

- Proximate to the core of downtown activities and primary rider origin and destination points
- Easy to access on foot or by bike
- Operationally efficient for buses without requiring undue time
- Located near long-term parking opportunities and public facilities such as a public restroom

This new downtown transfer point will utilize existing street infrastructure to consolidate the two existing bus stops east and west of this location along Pearl Ave. to facilitate six bus pullout locations along the existing curb face and will involve relatively simple improvements including:

- Using street markings and paint to indicate where bus stops are
- Signage and dedicated locations for particular routes going in different directions
- Benches and customer information
- Incorporating into public street right-of-way in the vicinity of the existing downtown parking structure
- Possibly using the stairwell entryway of the parking structure on the northwest corner of the building as a passenger waiting area
- Designating the curb face along Millward, directly across from the parking garage, as the spot where microtransit vehicles pickup and drop-off

The development of this downtown transit hub could be incremental and start with these modest street improvements described above, and develop over time into a more robust facility with a long-term vision of more of a mobility hub concept.

Transit Prioritization

According to the *Transit Improvements Assessment for the Jackson-Wilson Road (Snake River Bridge) Draft Final Report (Kimley Horn, October 2019)*, transit prioritization strategies applied in and around the Stilson facility could yield operational savings for relatively small infrastructure investments, as shown below in Table 11 from that report.



Table 11: Criteria Screening Results

	Recommendation	Capital Cost	Annual Operations/ Maintenance Savings
1A	Construct a traffic signal on WYO 390 at the existing boat launch access road along with a transit-only access roadway to Stilson Ranch Road/Beckley Park Way with a northbound left-turn lane for buses only (Strategy 6)	\$300,000	\$87,500
	OR		
1B	Construct a traffic signal at the existing intersection of WYO 390 and Stilson Ranch Road/Beckley Park Way (Strategy 8)	\$210,000	\$64,200
2	Relocate transit stops to WYO 390 consistent with the Stilson Master Plan	\$165,000	\$184,700
3	Implement system-wide TSP*	N/A*	\$18,100**

* Cost depends on the number of signals where TSP is implemented as well as the number of buses where communication devices are installed; therefore, a system-wide cost cannot be estimated at this time.

**Savings as a result of implementing TSP could only be calculated for the WYO 22/WYO 390 intersection. Implementation across the whole Teton Village route would result in a higher corridor travel time and operations/maintenance benefit.

The report doesn't analyze the impact that shoulder running buses or a full BRT concept using an HOV lane might have on operational efficiency, but LSC recommends that a full analysis be conducted to understand and quantify the possible benefits. A simple, "back of the envelope" calculation yields:

If a BRT/HOV lane (or bus on shoulder operations) between Jackson and Teton Village provided an average travel time benefit of 10% overall, applied to the 28,292 total revenue hours for the Teton Village Route for the final Route Plan, this yields an annual savings of 2,829 hours that would create an annual operational savings of approximately \$260,000.

Stilson Transit Center and Park and Ride

The Stilson Transit Center and Park and Ride is an asset to the START system that should be improved over time, in partnership with Jackson Hole Mountain Resort (JHMR) and Teton County, who jointly operate the facility. The facility currently provides all-day parking for skiers and JHMR employees with a basic bus stop and passenger waiting area.



In the future, this facility should be improved to allow for easier and quicker transit access, more comfortable passenger waiting facilities, and dedicated parking for general public park and ride designed to capture commuters traveling from points west and north of Stilson to points within Jackson.

Examples from Other Resort Communities

Many other resort communities have developed and improved over time similar transit facilities in places such as Park City, UT; Avon, CO; Tahoe City, CA; and Vail, CO.



Characteristics of other facilities include:

- Dedicated bus-only access lanes and pull-outs
- Space for 4-8 buses, depending on location and route demands
- Architecture that matches the community
- Safe and accessible pedestrian environment
- Comfortable and inviting passenger waiting areas with bathrooms, transit information, information desks, real-time digital information boards, and plenty of seating

Park and Ride Intercept Lots

Other park and ride lots need to be developed to support the final Route Plan. Locations for park and ride improvements include:

- Upgrades and formalization (through written agreements) of existing park and ride locations along the commuter routes
- New park and ride at Rafter J to support the new Rafter J-Melody Ranch route
- Minor upgrades and memorandum of understanding with Teton County for the existing parking lot at the corner of County Rd. 221 and US Hwy. 191 at the entrance to Melody Ranch
- Formalization (through written agreements) of parking in either the KMART or Albertson's lots, where many people are already parking to catch START buses



A small amount of capital funding is included in the plan to support upgrades such as signage, simple bus shelters or benches, paved or concrete landing pads, and grading or paving of existing lots.

ORGANIZATIONAL CAPACITY

START will need additional organizational capacity to implement the final Route Plan – this capacity is included in the financial plan:

- In Year 1, this organizational capacity includes consultancy support for implementation as well as one third of a transportation planner
- In Years 2 and beyond, the time to support one-third of a transportation planner is included and continues throughout the five years of the plan

The funding shown to support transportation planning functions is envisioned to be shared by the Town of Jackson, Teton County, and other possible partners. This transportation planning function may not be housed at START and may ultimately be a Town or County employee, or possibly an employee of a new entity such as a Regional Transportation Planning Organization (RTPO). An RTPO has been discussed as part of the Integrated Transportation Plan (ITP) development process – it is recommended to help support implementation of the ITP and should be leveraged to also support implementation of this plan.

IMPLEMENTATION STEPS

Once this Route Plan is adopted, there are many steps to be taken to move towards implementation and route/service operations of the new system. These steps would happen between plan adoption and the start of transit operations under this Route Plan.

1. Financial
 - a. Finalize FY2021 budget according to the financial plan.
 - b. Make necessary service adjustments if final budget is lower or higher than expected (implementation may need to be delayed or slowed if budget is much lower than requested).
2. Organizational and Internal
 - a. Prepare for winter 2020-2021 hiring and beyond to support the final Route Plan.
 - b. Develop RFP for consulting support, release, and award.
 - c. Work on internal systems (scheduling, run cutting, work assignments, etc.) to support transit operations.
 - d. Refine and make final adjustments to service plan for each route.
3. Microtransit
 - a. Develop RFP for turn-key operations, release, and award.
 - b. Finalize service area boundaries.
 - c. Determine policies and procedures, as well as service rules.
4. Marketing
 - a. Develop RFP for marketing support, release, and award.
 - b. Create messaging, marketing collateral, and strategy for promotion and public education.
 - c. Implement marketing strategies and continue to market throughout the first few years of new route operations.
5. Infrastructure
 - a. Prioritize bus stop and downtown transfer point improvements; develop implementation plan.
 - b. Coordinate necessary park and ride improvements with local government entities, as well as private business, and seek required approvals such as encroachment permits or operating agreements.
 - c. Apply for appropriate grants according to application timeframes.
 - d. Construct infrastructure improvements needed for transit service.
 - e. Work on long-term development strategy for larger projects such as Stilson improvements, BRT/HOV, and transit prioritization infrastructure.
6. Partnerships and Long-term Funding Strategies
 - a. Refine years 2-5 operating and capital budgets and communicate with local funding partners on long-term needs and funding scenarios.
 - b. Prepare and submit grant applications for vehicles, facilities, and operating funds.
 - c. Create long-term funding vs. service allocation strategy with input from all partners.
 - d. Lead discussion with local business community on funding partnership possibilities.
 - e. Investigate innovative and unique funding opportunities.
 - f. Communicate proactively with elected officials and all partners on progress, challenges, opportunities, and adjustments.
 - g. Pursue RTPD or other organizational structures that meet long-term transit goals.

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Chapter VI: Summary of Previous Work Products

Chapter VI presents a summary of previous work products, including Interim Report #1, Interim Report #2, the PowerPoint on the Preliminary Service Alternatives, and the PowerPoint on the Preferred Service Alternatives. Please visit the following link to view each of the previous work products discussed in this chapter: <https://www.lsctrans.com/start-deliverables>.

INTERIM REPORT #1

Interim Report #1 was the first deliverable completed as part of the START Bus 2020-2025 Route Plan planning process. The report was available in October 2019 and contained the following eight chapters:

Chapter I provided an introduction with the project overview, purpose, and context.

Chapter II presented an overview of the demographics and visitor statistics of the study area as they relate to transit, as well as transit demand estimations and local travel patterns. While the population for the Town of Jackson and Teton County has remained relatively stable over the last 10 years, like many mountain resort communities, the Town of Jackson's relatively low year-round population of approximately 10,500, swells to over 50,000 people during peak times, which poses unique challenges in providing public transportation. Visitation statistics include:

- **Overnight Lodging Visitation** – In 2017, Teton County welcomed over 1.8 million overnight visitors to the area.
- **Skier Days** – During the 2018-2019 season, the Jackson Hole Mountain Resort recorded a record number of 715,100 skier days.
- **Park Visitation** – Recreational visitors to Grand Teton National Park have remained fairly steady over the last five years, with a strong summer peak (795,725 in July 2019) and winter lows (43,913 in February 2019).
- **Enplanements** – The number of enplanements at Jackson Hole Airport has grown substantially from 284,397 in 2009 to 383,178 in 2018, representing a 34.7 percent increase in the last decade.

Chapter III reviewed the progress made on the Integrated Transportation Plan's (ITP) goals to date. The ITP established a combination of actions to reduce the growth in Vehicle Miles Traveled (VMT) by almost half by 2035 versus a status quo approach. At the heart of the Plan Scenario is a doubling of transit ridership from 2013 to 2024, then a redoubling from 2024 to 2035, as well as an additional five percent shift from single occupant vehicle trips to non-driving modes (walk, bike, transit) by 2035.

Chapter IV provided an overview of the public outreach plan, which contained five phases:

- Phase 1 – Stakeholder Interviews, Community Familiarization
- Phase 2 – Rider Survey, Focus Groups, Driver Meeting, General Community Survey
- Phase 3 – Route Options Workshop
- Phase 4 – Community Survey on Route Options
- Phase 5 – Draft Presentation

Chapter V contained an analysis of START's four existing routes, including route structure, fare structure, ridership, and performance. Individual route profiles were also included at the end of the chapter. During FY 2019:

- The Teton Village Route provided almost 534,000 passenger trips, averaged approximately 17.6 passengers per hour, had an average cost per hour of \$69.17, and had an average cost per passenger-trip of \$3.93.
- The Town Shuttles provided almost 483,000 passenger trips, averaged approximately 19.2 passengers per hour, had an average cost per hour of \$61.83, and had an average cost per passenger-trip of \$3.22.
- The Star Valley Commuter Route provided over 32,000 passenger trips and averaged approximately 11.4 passengers per hour. The Teton Valley Commuter Route provided over 33,000 passenger trips and averaged approximately 11.4 passengers per hour. Combined, the two commuter routes had an average cost per hour of \$166.75 and had an average cost per passenger-trip of \$7.25.

Chapter VI presented a budget and financial analysis, including revenues, expenditures, and a cost allocation model.

Chapter VII discussed current infrastructure needs for park-n-rides, bus roadway improvements, and a transit hub.

Chapter VII concluded the report with a summary, as well as a discussion of possible evaluation criteria and next steps. LSC identified an initial list of criteria for evaluation of the initial service delivery alternatives, including:

- Total Ridership
- Productivity
- Efficiency and Effectiveness
- Segment Cost
- Passenger Cost
- Compatibility with START Service Objectives and Board Goals
- Financial Sustainability
- Environmental Benefits
- Traffic and Congestion
- Ease of Use for Passengers
- Ease of Implementation
- Impact on Applicable ADA Regulations

POWERPOINT ON THE PRELIMINARY SERVICE ALTERNATIVES

LSC was onsite in November 2019 to present the preliminary service alternatives. The presentation contained a recap of the rider survey results, a summary of the online community survey results, a review of mobility trends and transit planning best practices, and discussion on the five preliminary system alternatives. The review of emerging mobility trends included:

- **Microtransit** – a form of demand response transit using a smartphone app to match trip requests in real-time to dynamic/flexible routes. Microtransit is successful 1) with a smaller

service area, usually connected with transit center, with urban, near urban density; 2) ability to group trips to/from key destination at similar times; 3) fare structure that balances convenience and ridership; and 4) extensive marketing. Microtransit can be contracted turn-key or agency operated with technology. Productivity is generally lower than fixed-route bus (three to six passengers per hour) and may cost more per hour due to the need for multiple vehicles. Vehicles for microtransit are smaller than fixed-route service, such as vans or even small electric shuttles.

- **Transportation Network Company (TNC) Partnerships** - generally used to enhance existing service, as well as provide first-mile last-mile solutions and extend paratransit service. TNC partnerships work best for short trips, usually non-work, in non-rural areas. They can have a lower upfront cost, but success is not guaranteed. TNC partnerships must define subsidy limits and eligibility, address accessibility and drug testing, may not be eligible for federal funding, require a supply of available drivers, and run the risk of lack of control over service consistency, availability, fares, and ridership data.
- **Mobility Hubs** – an evolving concept that takes dedicated space and a bike-pedestrian environment. Mobility hubs are seamless and interconnected with a technology focus, including: 1) single-point, app-based ticketing and trip planning; 2) real-time information across modes; and 3) smart infrastructure.
- **E-Bikes and E-Scooters (Micro-Mobility)** - E-bikes are electric-assist bike-share bikes and in Park City, e-bikes connect with battery electric buses. Scooters have recently surpassed bike-share in total trips taken, but they create right-of-way and safety challenges. Scooters are not yet present in many mountain resort communities.
- **Bus on Shoulder / Bus Rapid Transit (BRT)** – BRT provides a dedicated lane or corridor that is quicker than car travel with transit prioritization. The service has limited stops with train style platforms and provides headways of 15 minutes or less. Bus on shoulder uses existing or slightly expanded shoulder at least 11' wide, where buses bypass traffic by using shoulder combined with transit prioritization. Bus on shoulder creates operational efficiency and motivation to use the bus, and is much cheaper than BRT systems.

The goal of the preliminary alternatives was to provide potential ideas to spur discussion and input. LSC created five preliminary system alternatives, including:

- #1: Expand System Coverage by Adding New Routes
- #2: Maximize Fixed Route Frequency with Microtransit
- #3: Maximize Fixed Route Frequency without Microtransit
- #4: Reduce Regional Traffic Congestion, BRT/HOV
- #5: Balanced Approach

INTERIM REPORT #2

Interim Report #2 was available in January 2020. It contained five chapters organized with a recap of input received on the draft service options presented in the previous Interim Report #1, followed by a preferred transit system and implementation. The five chapters included the following:

Chapter I provided an introduction with a review of the work completed to date, as well as a previous of Preferred Alternative 1A and 1B, explored in detail later in the report.

Chapter II reviewed the five preliminary system alternatives and summarized input from the START Board of Directors, the Advisory Committee for this study, and critical stakeholders from meetings and presentations conducted during November 2019. Key themes included:

- Alternatives 4 and 5 were the most preferred options, with Alternative 5 being the most highly rated.
- Microtransit is a concept that is interesting but comes with trade-offs; there was discussion of including preferred alternatives with and without microtransit for East Jackson.
- An express version of Teton Village route seems to be needed.
- South of Jackson is a high priority for new service.
- Service to/from the airport might need to come at a later point.
- Investments in increased commuter service with more roundtrips per weekday should be a part of the preferred/final alternative – timing should be filled in throughout the day to provide more commuter options for non-traditional work shifts.
- A new version of Teton Village route connecting to Smiths could work well in winter season.
- There should be an improved year-round level of service for Teton Village for what is currently the Green route variation – the addition of service in the summer of 2019 to improve frequency to every 30 minutes should be considered.
- Consider START for operations of the current JHMR contracted extra transit service to/from Stilson Transit Center.
- We have to work within existing resources, but we also need to be aspirational and identify growth opportunities.
- The need for a centrally located downtown transit hub is understood and supported but exact location needs further consideration and evaluation.

Chapter III presented the two preferred alternatives and associated service plan details.

Chapter IV contained the implementation plan, including the operating and capital requirements necessary to implement the preferred alternatives. In addition, initial ideas for potential timing and phasing of the final recommended Route Plan were presented.

Chapter V concluded the report with a review of key strategic questions, a discussion of details to come in the Final Report, and an overview of the next steps for soliciting community input and refining the preferred alternative. The key strategic questions included:

- How does East Jackson receive service? Microtransit (Alternative 1A) or fixed route bus (Alternative 1B)?
- What is the appropriate level of service for the Teton Village route variations? Do the route versions and service levels proposed in both Alternative 1A and 1B meet community goals and expectations?
- With an increase of up to eight roundtrips per day in commuter service proposed in both alternatives, does this represent enough of an increase in commuter service?
- Is the community willing to accept possibly walking a little further, or a transfer, in order to access much more direct and higher frequency service?
- What is the exact routing and service level of the new Rafter J/Melody Ranch route?
- What additional resources are needed to support the preferred alternative?

- How can the final service plan be refined to help maximize financial resources; for example, having less evening service during the off-seasons during the first couple of plan years?
- If new funding resources become available, what are the top priorities for additional investments? Do we invest in additional service for the routes and services defined in the preferred alternatives or should other new services be proposed? A prioritized “wish list” should be developed.
- How does the final service plan impact existing funding partners and how can the impacts be addressed or mitigated?
- Where exactly should the proposed Downtown Transit Hub be and what is the scale and timing of this major capital project?
- How would the preferred alternative benefit from any roadway improvements that prioritize transit operations?
- Should a fare-free concept be instituted system-wide? What would be the ridership and capacity impacts? And how would current fare revenue be replaced?

POWERPOINT ON THE PREFERRED SERVICE ALTERNATIVES

Following input received on the initial alternatives, the LSC team developed two preferred service alternatives, Alternative 1A and Alternative 1B. Both of the Preferred Alternatives are based on a few key concepts, including:

- More efficient and direct routing overall
- Higher frequency to maximize ridership
- Reducing Vehicle Miles Traveled (VMT) within Teton County, WY
- Increased commuter and regional services
- Adding a new route to connect to points south of the Town of Jackson
- Considering microtransit as a possible service delivery model for one of the preferred alternatives

Alternative 1A and 1B are the same, except that Alternative 1A serves East Jackson with microtransit and Alternative 1B uses a fixed route to serve East Jackson and areas south of Jackson.

Both Preferred Alternatives provide:

- More direct Town Shuttles with improved frequency
- Simplified Teton Village routes, along with a new high frequency express route and a route version from Smiths, and improved year-round frequency
- Provide increased service on commuter routes with more direct routing
- New connectivity to areas south of Jackson (Melody Ranch, Rafter J) via a new fixed route
- Revised service in East Jackson (either microtransit with 1A or fixed route with 1B)



Town Council & Board of County Commissioners

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: June 30, 2020
MEETING DATE: July 6, 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.



Purpose:

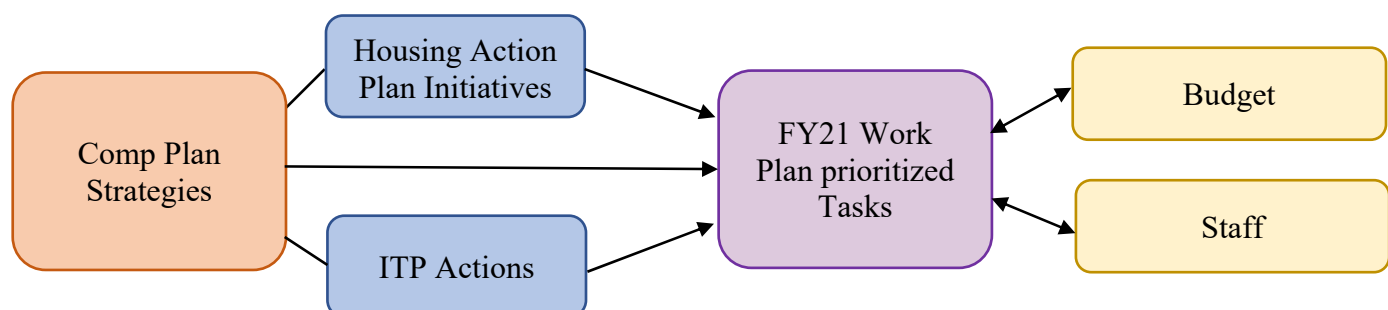
The purpose of this item is to prioritize LDR Updates, Comprehensive Plan administration, transportation projects and Housing Department projects for fiscal year 2021. Staff uses the approved Work Plan to allocate fiscal and staff resources toward those priorities. This is the opportunity for the Board 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 has been 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. Due to additional time spent on the Comp Plan update at previous JIM meetings where the FY21 Work Plan was scheduled to be set, this item has been postponed until now. Values from the draft FY21 Teton County budget approved June 30, 2020 and the FY21 Town of Jackson budget which was approved on June 15 have been incorporated into an updated FY21 Work Plan draft dated June 29, 2020 and attached to this report. Some ongoing tasks that have been delayed beyond the end of FY20 have been updated with delayed completion dates and resources still required in FY21.

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 the annual Work Plan typically is prior to annual budget approval for the fiscal year, but due to postponements of this item, the FY21 Town and County budgets will be approved by the time this Work Plan is considered for adoption. Preliminary budget numbers from the FY21 Town and County budgets have been incorporated as updates to the previous draft of this Work Plan. This Work Plan can be revisited and revised jointly throughout FY21 as necessary if availability of staff or fiscal resources change.

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, 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. Joint tasks also provide a balance of jurisdictional oversight on issues that bridge legal boundaries to affect the community valley-wide.

Effectiveness of these joint efforts are demonstrated in past achievements and accomplishments. 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 Long-Range Planning for FY 21 (July 2020 – June 2021):

JOINT:

- Growth Management Program Review & Comp Plan Update (ongoing)
- Joint ITP Technical Update (ongoing)
- Indicator Data Standardization (ongoing)
- Northern South Park Neighborhood Plan (Subarea 5.6)
- Revisit Workforce Housing Mitigation LDRs

TOWN:

- Town Square Zoning & Historic Preservation LDRs (ongoing)
- Hillside LDRs update (ongoing)
- Flat Creek Corridor
- LDR Cleanup
- Sign Standards

COUNTY:

- Cell Standards LDRs update (ongoing)
- Update Aspens Subarea 12.2 Zoning
- Update Hog Island Subarea 7.2 Zoning

Planning Staff will facilitate discussion of alternatives for the Northern South Park neighborhood plan task at the July 6th JIM meeting prior to adoption of the FY21 Work Plan.

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 FY21 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.
- 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 specific to the Work Plan 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 based on forthcoming or recent adoption of the FY21 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 (June 29, 2020)

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. The April 23, 2020 draft has been updated June 29, 2020 to reflect actual budget allocations for these items.

SUGGESTED MOTIONS

Town Council: I move to **approve** the proposed FY 21 Implementation Work Plan dated June 29, 2020.

Board of County Commissioners: I move to **approve** the proposed FY 21 Implementation Work Plan dated June 29, 2020.



Jackson Teton County



FY 21 Comprehensive Plan Work Plan

Comp Plan | ITP | Housing Action Plan DRAFT #2: 6/30/2020

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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. This 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 the annual Work Plan typically is prior to annual budget approval for the fiscal year, but due to postponements of this item, the FY21 Town and County budgets will be approved by the time this Work Plan is considered for adoption. Preliminary budget numbers from the FY21 Town and County budgets have been incorporated as updates to the previous draft of this Work Plan. This Work Plan can be revisited and revised jointly throughout FY21 as necessary if availability of staff or fiscal resources change or priorities change.

Planning Staff Capacity

This proposed FY 21 Work Plan is designed to accommodate existing 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:

- **Growth Management Program Review & Comp Plan Update (ongoing)**
- **Joint ITP Technical Update (ongoing)**
- **Indicator Data Standardization (ongoing)**
- **Northern South Park Neighborhood Plan (Subarea 5.6)**
- **Revisit Workforce Housing Mitigation LDRs**

TOWN:

- **Town Square Zoning & Historic Preservation LDRs (ongoing)**
- **Hillside LDRs update (ongoing)**
- **Flat Creek Corridor**
- **LDR Cleanup**
- **Sign Standards**

COUNTY:

- **Small Cell Facility LDRs update (ongoing)**
- **Update Aspens Subarea 12.2 Zoning**
- **Update Hog Island Subarea 7.2 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/Comp Plan Update.



Ecosystem
Stewardship



Growth
Management



Quality of Life



Achieving Our
Vision

Fiscal Year 2020 to Complete County LDR Cleanup			
Progress	85%		
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 nearly completed a 2020 LDR Cleanup, with the Board of County Commissioners hearing scheduled for July 7, 2020. Specific County clean-up items will include campground standards and levee standards. This task is currently underway and will be completed shortly after we transition to FY21 without further allocation of fiscal resources and with minimal staff time.

FY21 Recommended Tasks

These tasks are either currently underway or are recommended to be taken up for completion by the end of the 2021 Fiscal Year. The bulk of fiscal resources and staff time will be directed to these tasks over the course of the coming fiscal year.

Joint GMP Review & Comp Plan Update				
Progress		90%		
Timeframe		May 2019 – Sept. 2020		
Task Lead		Long-Range Planning		
Resources	FY19	FY20	FY21	Total
Consulting Services (joint)	\$ 0	\$ 119,692.62	\$36,529.38	\$ 156,222
Long-Range Planning	100 hrs.	900 hrs.	200 hrs.	1200 hrs.
County Planning Director	160 hrs.	160 hrs.	150 hrs.	470 hrs.
County Planning	20 hrs.	20 hrs.	10 hrs.	50 hrs.
Town Dev. Director	160 hrs.	160 hrs.	150 hrs.	470 hrs.
Town Planning	20 hrs.	20 hrs.	10 hrs.	50 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 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. In consideration of COVID-19 impacts, the anticipated completion date for this task is pushed back to September 2020.

Joint ITP Technical Update				
Progress	80%			
Timeframe	Jul. 2019 – Sept. 2020			
Task Lead	Transportation Advisory Committee (TAC)			
Resources	FY 19	FY 20	FY21	Total
Consulting Services (joint)		\$ 47,895	\$11,370	\$ 59,265
Town CD Director	20 hrs.	60 hrs.	40 hrs.	120 hrs.
County Planning Director	20 hrs.	20 hrs.	30 hrs.	70 hrs.
Public Works	20 hrs.	60 hrs.	40 hrs.	120 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 will work with Charlier Associates to complete this project, after completion of the Comp Plan Update.

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	\$0	\$59,000	\$59,000
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 place. 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 (TRAKiT) and implementing similar standardization measures as the County.

Town Square Zoning and Historic Preservation LDRs				
Progress	85%			
Timeframe	March 2019 – Sept. 2020			
Task Lead	Town Planning			
Resources	FY 19	FY 20	FY21	Total
Consulting Services (Town)	\$0	\$ 104,899	\$25,536	\$ 130,435
Consulting Services (County)	\$0	\$ 8,399.08	\$ 0	\$ 8,399.08
Town Planning	50 hrs.	450 hrs.	20 hrs.	520 hrs.
Long-Range Planning	10 hrs.	40 hrs.	20 hrs.	70 hrs.
Town Planning Director	50 hrs.	450 hrs.	50 hrs.	550 hrs.
Town CD Director	50 hrs.	150 hrs.	10 hrs.	210 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, policies 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.

Town Hillside LDRs						
Progress	80%					
Timeframe	July 2018 – August 2020					
Task Lead	Long-Range Planning					
Resources	FY 17	FY18	FY 19	FY20	FY21	Total
Consulting Services (Town)	\$ 0	\$ 0	\$ 0	\$23,144	\$30,856	\$54,000
Long-Range Planning	20 hrs.	40 hrs.	110 hrs.	70 hrs.	50 hrs.	290 hrs.
Town Planning Director	0 hrs.	0 hrs.	20 hrs.	20 hrs.	20 hrs.	60 hrs.
Town Planning	0 hrs.	0 hrs.	20 hrs.	0 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 consultant group has provided draft hillside development regulations and a hazard map for consideration. The next step is gathering responses to the draft regulations and map from the stakeholder group comprised of local geological and engineering technical experts and then the text amendment proposal will be considered by the Town Planning Commission and Town Council.

County Cell Standards Update				
Progress	70%			
Timeframe	July 2019 – September 2020			
Task Lead	Long-Range Planning			
Resources	FY 19	FY 20	FY21	Total
<i>Consulting Services (County)</i>	\$ 0	\$ 3,625	Budget amendment of \$3,625 to complete contract	\$ 7,250
<i>Long-Range Planning</i>	30 hrs.	45 hrs.	45 hrs.	120 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. The County is under contract with Cityscape Consultants and a first draft of updated regulations have been provided. Half of the \$7,250 contract has been billed in FY20 and the other half will be billed in FY21. Public hearing dates for consideration of adoption of the updates have not yet been scheduled.

Town & County Neighborhood Plans		
Progress	0%	
Timeframe	July 2020-June 2021	
Task Lead	Long-Range Planning	
Resources	FY21	Total
Consulting Services (County)	\$250,000	\$250,000
Consulting Services (Town)	\$150,000	\$150,000
Long-Range Planning	960 hrs.	960 hrs.
County Planning Director	200 hrs.	200 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

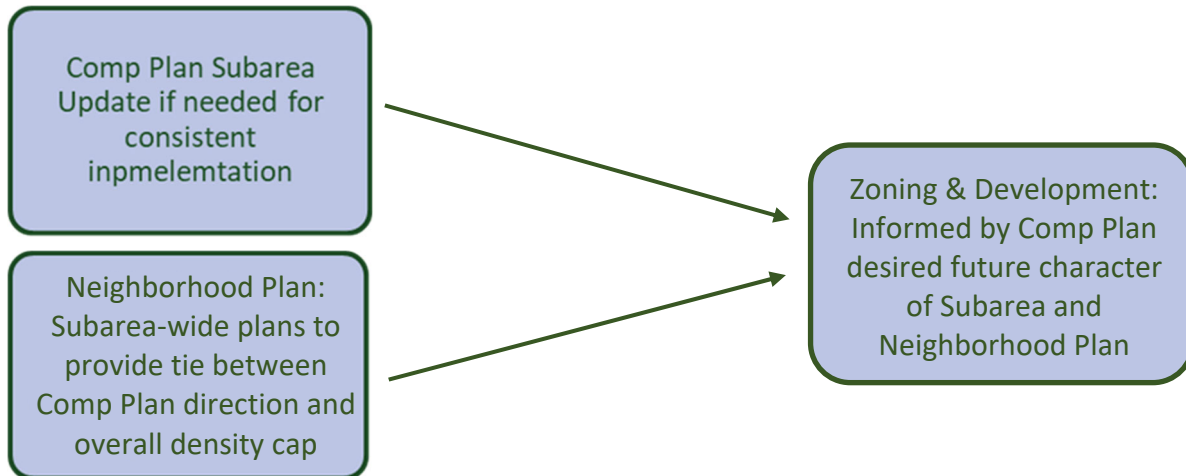
Comp Plan Strategies:

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.

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



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 Flat Creek Corridor

Progress	0%		
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.

Town LDR Cleanup

Progress	0%		
Timeframe	July 2020 - December 2020		
Task Lead	Town Planning Director		
Resources		FY21	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.

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.

County Aspens Zoning Update: Subarea 12.2

Progress	0%	
Timeframe	September 2020-March 2021	
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.

County Hog Island Zoning			
Progress	0%		
Timeframe	January 2021-June 2021		
Task Lead	Long-Range Planning		
Resources	FY 20	FY21	Total
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 after Aspens rezone has been completed.

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	\$800,000	\$1,130,000
Transport Planning			0 hrs.	0 hrs.
Long-Range Planning	40 hrs.	30 hrs.	20 hrs.	90 hrs.
County Planning Director	40 hrs.	60 hrs.	40 hrs.	140 hrs.
Town CD Director	20 hrs.	30 hrs.	40 hrs.	90 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.

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

<i>Town Planning Director</i>	<i>Ongoing</i>		<i>Ongoing</i>
<i>County Engineering</i>	<i>Ongoing</i>		<i>Ongoing</i>

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. They will be considered at the time the FY22 Work Plan is set.

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 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.

Town Streetscapes/Right of Way				
Progress	5%			
Timeframe	July 2021-June 2022			
Task Lead	Pathways			
Resources	FY 20	FY21	FY22	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.

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						
<i>Progress</i>	80%					
<i>Timeframe</i>	To be determined prior to FY22					
<i>Task Lead</i>	County Planning					
<i>Resources</i>	<i>FY 17</i>	<i>FY 18</i>	<i>FY 19</i>	<i>FY 20</i>	<i>FY21</i>	<i>Total</i>
<i>Consulting Services (Town)</i>	\$ 3,000	\$7,000	\$0	\$0	\$0	\$ 10,000
<i>Consulting Services (County)</i>	\$ 22,000	\$ 43,000	\$0	\$0	\$0	\$ 65,000
<i>Long-Range Planning</i>	100 hrs.	200 hrs.	200 hrs.	0 hrs.	0 hrs.	500 hrs.
<i>Planning Director</i>	20 hrs.	80 hrs.	80 hrs.	0 hrs.	0 hrs.	180 hrs.
<i>County Planning</i>	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, and until the Joint Principal Long-Range Planner position is filled.

Town Natural Resource LDRs			
<i>Progress</i>	0%		
<i>Timeframe</i>	To be determined prior to FY22		
<i>Task Lead</i>	Long-Range Planning		
<i>Resources</i>	<i>FY 20</i>	<i>FY 21</i>	<i>Total</i>
<i>Long-Range Planning</i>	0 hrs.	0 hrs.	0 hrs.
<i>Town Planning Director</i>	0 hrs.	0 hrs.	0 hrs.
<i>Town Planning</i>	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 Local East-West Connection Capital Project Group 4 Charter/Concept Design

Progress	20%		
Timeframe	Jul. 2022 – Jan. 2024		
Task Lead	Transportation Planning		
Resources	FY 21	FY22	Total
County Pro. Services			
ToJ Pro. Services			
Transport Planning			
Long-Range Planning			
County Planning Director			
Town CD Director			
County Engineering			

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.

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

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 which was 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	
<i>Progress</i>	Annual
<i>Timeframe</i>	Dec. – Mar. Annually
<i>Task Lead</i>	Housing Department
<i>Resources</i>	<i>FY21</i>
<i>Housing Department</i>	80 hrs.
<i>Long-Range Planning</i>	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	
<i>Progress</i>	Ongoing
<i>Timeframe</i>	As Requested
<i>Task Lead</i>	Various
<i>Resources</i>	<i>FY 21</i>
<i>Long-Range Planning</i>	400 hrs.
<i>County Planning Director</i>	80 hrs.
<i>Town Planning Director</i>	40 hrs.
<i>Town CD Director</i>	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	
<i>Progress</i>	Ongoing
<i>Timeframe</i>	Ongoing
<i>Task Lead</i>	Long-Range Planning
<i>Resources</i>	<i>FY 21</i>
<i>Long-Range Planning</i>	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	
<i>Progress</i>	Ongoing
<i>Timeframe</i>	Ongoing
<i>Task Lead</i>	Housing Department
<i>Resources</i>	<i>FY21</i>
<i>Housing Department</i>	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	
<i>Progress</i>	Ongoing
<i>Timeframe</i>	As needed
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	<i>FY 21</i>
<i>Long-Range Planning</i>	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	
<i>Progress</i>	Ongoing
<i>Timeframe</i>	Ongoing
<i>Task Lead</i>	Housing Department
<i>Resources</i>	<i>FY21</i>
<i>Housing Department</i>	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 assist 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



TOWN
COUNCIL



BOARD OF COUNTY
COMMISSIONERS

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: July 1, 2020

MEETING DATE: July 6, 2020

SUBMITTING DEPARTMENT: Long-Range Planning

DEPARTMENT DIRECTORS: Tyler Sinclair & Chris Neubecker

PRESENTERS: Tyler Sinclair & Chris Neubecker

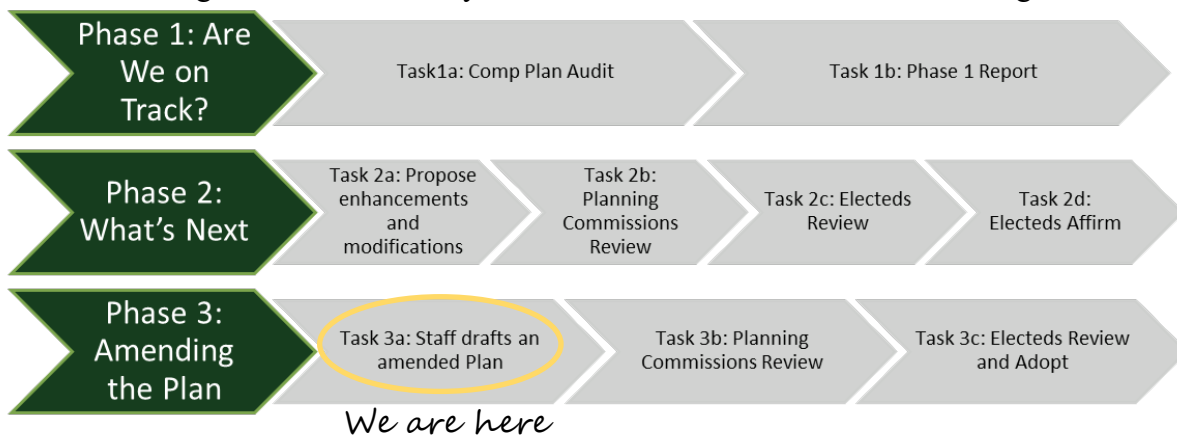
SUBJECT: Draft Update to the 2012 Jackson/Teton County Comprehensive Plan: Project Status and Next Steps (P19-129/AMD2019-0008)

PURPOSE/REQUESTED ACTION

The purpose of this item is to review the project status of the Comp Plan Update, provide an opportunity for the Town Council and Board of County Commissioners to review and revise their most recent motions on the project, and discuss joint priorities for moving forward.

BACKGROUND

This project began in May 2019, prompted by the Growth Management Program threshold for community growth, and is shared jointly between the Town of Jackson and Teton County. We are in the third and final phase of the Update to the 2012 Jackson/Teton County Comprehensive Plan with the goal of joint adoption of an updated Plan that recognizes the community's successes since 2012 and enhances our goals for the future.



Planning Staff and the consultant group for this project drafted an updated Plan based on community, stakeholder, Planning Commissions, Town Council and Board of County Commissioners direction provided in the first two phases of the project. The draft prepared by Planning Staff was released on March 20, 2020. In response to public meeting limitations due to COVID-19, the schedule for this project was revised for the Council and Board to define a 45-day public comment period on the draft and for Council and Board to make edits to the draft prior to the public review period. The Town Council and County Commissioners met jointly on May 4, May 18, and May 26, 2020 to discuss potential edits to be made, as applicants, to the draft prior to the public review period. On May 26, 2020, the Town Council passed the following motion in a 4-1 vote with Councilman Schechter opposed:

A motion on behalf of the Town was made by Councilwoman Morton Levinson and seconded by Councilman Jorgensen to begin the public comment period of the Proposed Amendments to the 2012 Jackson/Teton County Comprehensive Plan on June 3, 2020, 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 July 13, 2020 hearing date before the Jackson Planning Commission and an August 3, 2020 hearing date before the Town Council with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan directed at this meeting:

- 1. Edit the draft to replace Subarea 5.6 with the text provided in the redline included in the May 18, 2020 Staff Report with the following sentence removed: "An exception to the neighborhood plan requirement is the allowance for development when associated with provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea."*
- 2. Edit the draft to split Strategy 3.3.S.5 into two separate Strategies with one on Northern South Park and on the Fairgrounds site.*
- 3. Add a Strategy to identify locations in the County that may be appropriate for higher residential density to meet community-wide workforce housing goals.*

The same motion failed a County Commission vote at the May 26th joint meeting. However, at their June 2, 2020 regular meeting, the Board of County Commissioners approved the following motion:

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 date before the Board of County Commissioners with notice as required by Wyoming Statute §18-5-202 with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan directed at this meeting:

- 1. Edit the draft to replace Subarea 5.6 with the text provided in the redline included in the May 18, 2020 Staff Report with the following sentence removed: "An exception to the neighborhood plan requirement is the allowance for development when associated with provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea." (from 5/26/2020 JIM suggested motion)*
- 2. Edit the draft to split Strategy 3.3.S.5 into two separate Strategies with one on Northern South Park and one on the Fairgrounds site. (from 5/26/2020 JIM suggested motion)*
- 3. Add a Strategy to identify locations in the County that may be appropriate for higher residential density to meet community-wide workforce housing goals. (from 5/26/2020 JIM suggested motion)*
- 4. Remove the following language from Subarea 5.6: "One possible option to be considered is a future east-west connector between South Park Loop Road and Highway 89" and replace with: "The neighborhood plan will include options to improve transportation, circulation and connectivity within and around the Subarea." (from 6/1/2020 BCC meeting)*
- 5. Change language in Subarea 5.6 to specify that the neighborhood plan will be "completed by the County in consultation with the Town as a recommending body." (from 6/1/2020 BCC meeting)*

The substantive differences between the Board's June 2nd motion and the Council's May 26th motion are the addition of edits numbered four and five above. Both relate to the proposed text of Subarea 5.6 Northern South Park. In the Subarea 5.6 text below, proposed changes agreed upon by both Council and Board have been incorporated while changes in blue are only proposed by the Board of County Commissioners at this point. Strategy 3.3.S.5 text is also included below to demonstrate how requested edit #2 has been incorporated.

5.6: Northern South Park:

This TRANSITIONAL Subarea is identified as a location for future residential development at a similar density to the adjacent West Jackson Residential (Subarea 5.5) neighborhoods. While the priority of the community is to infill and redevelop other already developed Stable/Transitional Subareas to meet the

Growth Management goals of the Plan, this subarea is also a suitable location to meet those goals due to its close proximity to many Complete Neighborhood amenities. The subarea will be zoned and developed consistent with a neighborhood plan (referenced in Strategy 3.3.S.5) completed by the County ~~and in consultation with the~~ Town as a recommending body to comprehensively lay out the development of the entire Subarea. ~~One option to be considered is an east-west connector road between South Park Loop Road and Highway 89.~~ The neighborhood plan will include options to improve transportation, circulation and connectivity within and around the Subarea. An appropriate Flat Creek buffer will also need to be established to ensure the wildlife, natural and scenic values associated with this community resource are maintained.

Strategy 3.3.S.5: *Begin neighborhood planning (see Policy 3.3.c) Subarea 5.6 Northern South Park. The neighborhood plan should include:*

- An analysis of appropriate amount of development, 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); and*
- A resulting plan with enough detail to demonstrate and define how future development will optimize all 8 Chapter goals.*

Consideration of the Board's June 2nd motion was on the agenda for the Town Council's June 15, 2020 regular meeting but was postponed due to time constraints. The Town Council will be reviewing and discussing the Board's June 2nd motion in a special meeting immediately prior to this July 6th JIM meeting.

The draft Comp Plan Update has not yet entered the 45-day public comment period and hearing dates for joint Planning Commissions to make a recommendation on adoption and joint Town Council and Board of County Commissioners to consider adoption have not yet been set.

STAFF ANALYSIS

Staff has attached a memo previously provided to the Board of County Commissioners that reviews the practice and elements of neighborhood planning. This reference material may help in determining the roles of the Town and County in the neighborhood planning process for the Northern South Park Subarea.

The motions previously approved and those to be considered for approval at this JIM are to authorize release of the draft Plan update for public review; the motions do not constitute final approval of proposed updates or adoption of an updated Comp Plan. The Council and Board will have the opportunity to make additional changes to the draft Plan after review by the public and the Planning Commissions, prior to final adoption.

RECOMMENDATION

Staff recommends that the Board and Council consider the following options:

Option 1: Consider amending the previously approved but differing motions from Town Council and Board of County Commissioners to find consensus on the edits to be made to the draft prior to initiating the public comment period and on the hearing dates when the draft will be considered for adoption. If the Town Council is amenable to the two additional edits requested in the Board's approved motion (comprised of replacing the reference to an east-west connector roadway with more general language on transportation goals and limiting the Town's involvement in the neighborhood plan to a recommending body), the Council can make and vote on the same motion made by the County at their June 2nd meeting. Matching motions mean that,

- all five requested edits will be made in the draft Plan update,
- the 45-day public comment period will begin,
- a date will be set for Planning Commissions to make a recommendation on adoption of the draft Plan update, and

- a date will be set for the Board and Council to jointly consider adoption of the draft Plan.

Likewise, the Town or County may propose additional edits in a new motion for consideration jointly by both jurisdictions.

Option 2: Consider releasing the draft Comp Plan update with two different versions of Sub-area 5.6 included. This option could be considered if agreement on the proposed text for Subarea 5.6 cannot be made between Town and County. The draft Comp Plan update with two different options for Subarea 5.6 could be released for the 45-day public comment period with both proposed versions of Subarea 5.6 represented. Public feedback may shed light on the significance of the differences and provide more time to resolve the scope, design and process of the Northern South Park neighborhood plan prior to the Town and County taking final action at a later date.

In the time until an update to the 2012 Comprehensive Plan is approved by the Town and County, the 2012 Comprehensive Plan will remain in effect and continue to be used for future land use decisions for both jurisdictions.

ATTACHMENTS

Neighborhood Planning Process memo dated April 17, 2020 prepared for and distributed to the BCC.

STAKEHOLDER ANALYSIS

The entire Town of Jackson/Teton County community is a stakeholder of the Comp Plan 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 (subject to direction from the Board and Council) with press releases made on Town and County websites and social media outlets.

PUBLIC COMMENT

Prior to the joint Planning Commission hearing and joint Town Council and Board of County Commissioners hearing to consider adoption of the Comp Plan update, all written public comment received up to that point will be gathered and presented as attachments to the staff reports.

FISCAL IMPACT

Contract with Logan Simpson not to exceed \$156,222 for entire project. Preparation of this report and facilitation of this meeting item is performed by staff and does not incur additional costs.

STAFF IMPACT

Staff is serving in informational, facilitation, and support roles for this meeting.

LEGAL REVIEW

Town: None at this time.

County: Gingery

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 date before the Town Council with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan 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 date before the Board of County Commissioners with notice as required by Wyoming Statute §18-5-202 with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan directed at this meeting:

All proposed edits and additions including those previously approved in prior motions (listed below) should be incorporated into the motions above.

1. *Edit the draft to replace Subarea 5.6 with the text provided in the redline included in the May 18, 2020 Staff Report with the following sentence removed: “An exception to the neighborhood plan requirement is the allowance for development when associated with provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea.” (from 5/26/2020 JIM suggested motion)*
2. *Edit the draft to split Strategy 3.3.S.5 into two separate Strategies with one on Northern South Park and one on the Fairgrounds site. (from 5/26/2020 JIM suggested motion)*
3. *Add a Strategy to identify locations in the County that may be appropriate for higher residential density to meet community-wide workforce housing goals. (from 5/26/2020 JIM suggested motion)*
4. *Remove the following language from Subarea 5.6: “One possible option to be considered is a future east-west connector between South Park Loop Road and Highway 89” and replace with: “The neighborhood plan will include options to improve transportation, circulation and connectivity within and around the Subarea.” (from 6/1/2020 BCC meeting)*
5. *Change language in Subarea 5.6 to specify that the neighborhood plan will be “completed by the County in consultation with the Town as a recommending body.” (from 6/1/2020 BCC meeting)*

ATTACHMENT 1:



PLANNING & BUILDING

Building Division
Code Enforcement
Long-Range Planning
Planning Division

April 17, 2020

Teton County Board of Commissioners
Delivered via Email

Re: Neighborhood Planning Process

Dear Commissioners,

At your April 13, 2020 Voucher Meeting, you requested that Planning Staff prepare an informational memo on the process of neighborhood planning. This memo analyzes neighborhood plans as they are defined and described in the 2012 Jackson/Teton County Comprehensive Plan, and also provides a more general scope and description of neighborhood planning within the professional discipline of land use planning.

2012 Comprehensive Plan: The following excerpts identify all references to “neighborhood plans” or “neighborhood planning” within the 2012 Jackson/Teton County Comprehensive Plan currently in effect. Emphasis has been added to highlight use of these terms within the surrounding text.

“Neighborhood plans” are introduced in Policy 3.3.d to support *Principle 3.3 Manage growth predictably and cooperatively*:

*“Policy 3.3.d: Develop **neighborhood plans***

*Focused **neighborhood plans** may be developed where additional detail is necessary to implement the desired future character in a specific subarea. The Illustration of Our Vision chapter generally describes the desired character for all Character Districts, but there may be instances where implementation of certain strategies requires a more detailed, design oriented planning process for a specific subarea in order to ensure the desired future character is achieved.”*

This Policy can be put into action through the following Strategy:

*“3.3.S.4: Develop **neighborhood plans** for specific areas within Character Districts as necessary.”*

Neighborhood plans are also included as Strategies to implement growth management values in Town:

*“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.3: Initiate **neighborhood plans** for specific mixed use subareas.”*

*“4.3.S.1: Initiate **neighborhood plans** for Transitional Subareas.”*

Neighborhood planning is also referenced in the *Illustration of Our Vision* chapter of the Comprehensive Plan for Subarea 5.6 Northern South Park:

*“This TRANSITIONAL Subarea is identified as a possible location for future residential development at a similar density to the adjacent West Jackson Residential (Subarea 5.5) neighborhoods. While the priority of the community is to first infill and redevelop other already developed Stable/Transitional Subareas in order to meet the Growth Management goals of the Plan; if necessary, this subarea is a suitable location to meet those goals due to its close proximity to many existing Complete Neighborhood amenities. The subarea would not be developed in this manner until determined necessary by the community during a Growth Management Program review. An exception to this requirement would be the allowance for development when associated with an opportunity to provide meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea. Should development of the area be needed in the future, it should be the subject of a **neighborhood planning** effort that addresses traffic congestion along High School Road. One possible option to be considered is a future east-west connector road between South Park Loop Road and Highway 89. An appropriate Flat Creek buffer will also need to be established in order to ensure the wildlife, natural and scenic values associated with this community resource are maintained.”*

The introduction to the *Illustration of Our Vision* chapter provides some clarity on the intent and purpose of defining the future desired character of Subareas:

“Finally, for each subarea, Character Defining Features are described to ensure the desired character is illustrated. The Character Defining Features provide the greatest level of site specific detail; however the characteristics are still conceptual and will inform specific regulations, incentives and programs...”

In Land Use Planning: Within the general context of professional land use planning, neighborhood plans are broadly defined and may take various forms, processes and timelines. The American Planning Association provides the following policy guidance on neighborhood plans:

“The neighborhood plan is intended to provide more detailed goals, policies, and guidelines than those in the local comprehensive plan. Neighborhood plans often emphasize potential partnerships among government agencies, community groups, school boards, and the private sector—partnerships that can act to achieve neighborhood goals. These plans are often developed through highly

*collaborative processes involving citizens, businesses, nongovernmental organizations (NGOs), and the local government of the neighborhood” (Steiner, F. and K. Butler (2007). *Planning and Urban Design Standards*. John Wiley & Sons, Inc).*

“In many cases neighborhood plans function as extensions of an adopted local comprehensive plan. They refine the community’s vision for a subarea of the jurisdiction and provide more specific goals, policies, and implementation guidance. However, relatively few cities have a systematic neighborhood planning program that divides the entire geographic extent of the jurisdiction into neighborhood planning areas. Rather, most cities intermittently engage in neighborhood planning when particular areas are experiencing or anticipating dramatic changes” (Morley, D. (2016). “PAS Quick Notes: Neighborhood Planning”. American Planning Association).

Further direction on process indicates that neighborhood plans are most commonly completed prior to large rezones and manifest in zoning regulations tailored to implement the plan:

“The most common implementation tools for municipally adopted neighborhood plans are zoning codes and public investments. Cities often amend zoning regulations or design guidelines based on land-use and development recommendations in neighborhood plans. In some cases, cities translate these recommendations into new context-specific zoning districts. Similarly, cities often use neighborhood plan recommendations to guide infrastructure and programming investments” (Neighborhood Planning. (2020). Retrieved from <https://www.planning.org/knowledgebase/neighborhoods/>).

A brief summary of neighborhood planning published by the American Planning Association, is attached to this memo as a resource for further reading.

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

Although a formal Request for Proposals and bidding process has not yet been undertaken, Planning Staff has discussed general timeline and budget options for developing neighborhood plans for the following neighborhoods: Northern South Park, fairgrounds, and midtown. Estimated consultant fees would be around \$600,000 with over 800 work hours dedicated from Long-Range Planning Staff. Neighborhood planning could begin in fiscal year 2021 and could take a year or more to complete, depending on the detail of the plan and the level of community involvement. Discussion around options and alterations to this initial estimate can be focused on upcoming consideration of the Long-Range Fiscal Year 2021 Work Plan.

What is Zoning? In contrast to neighborhood plans which are advisory and help determine the desired vision for the future of the area, zoning is one of the legal tools to implement the plan. Zoning is the process of identifying the allowed uses, density, building size and location of structures within a designated area. Zoning is adopted through the Land Development Regulations (LDRs) and is the law that regulates land development (in addition to building and other safety codes). The LDRs (called a Zoning Code or Development Code in some communities) also specify the process that an applicant must follow to obtain permission (permit) to develop land or structures. Once adopted, zoning regulations must be followed to remain in compliance with local laws.

How do Neighborhood Plans and Zoning Work Together? In a timeline, neighborhood plans usually come before zoning. Once a neighborhood planning process is completed, zoning can be adopted to start the process of transforming or creating a neighborhood. The neighborhood plan may identify implementation steps necessary to change the zoning. For example, if multi-family dwellings are identified as a desired land use in a plan, but are not a permitted use, the zoning should be updated to add this as an allowed use. Similarly, if there are other uses currently allowed in a zone that are not desirable, such uses may be eliminated from the zoning. To ensure that the right mix of land uses is allowed in an area, a new zone district may need to be created. The new zone district could also include different building setbacks, heights and forms that are not standard in other zone districts. Zones can also be very specific to regulate the “form” of a structure, rather than the use inside, called Form Based Zoning.

The timeframe to adopt zoning will depend of the complexity of the new zone regulations and support from the community. Rezoning property to an existing zone with significant community support could take as little as to six (5-6) months, including Planning Commission and Board of County Commissioner hearings; creating a new zone and/or rezoning without community support would add time to the process.

I look forward to further discussion on these topics, and how they may be used to advance the future planning for the community.

Sincerely,

Chris Neubecker
Teton County Planning Director

Enclosed: Morley, D. (2016). "PAS Quick Notes: Neighborhood Planning". American Planning Association).ISSN 2169-1940

Cc: Keith Gingery, Deputy County Attorney

QUICKNOTES

Neighborhood Planning

Neighborhood plans present recommendations for a discrete, contiguous subarea of a city. Most neighborhood planning areas contain housing as well as commercial, institutional, and recreational uses that serve the local area. Some neighborhood plans cover a wide range of topics relevant to the plan area, while others focus more narrowly on topics of special opportunity or urgency.

Background

Planners have long viewed strong neighborhoods as the fundamental building blocks of healthy cities. Strong neighborhoods are not static. They are dynamic places where residents, institutions, and physical features all change over time. Strong neighborhoods are places where heritage and tradition are valued, and places where both new and long-term residents feel a collective sense of ownership and responsibility.

Neighborhood planning has its roots in the early 20th century concept of the neighborhood unit, popularized by Clarence Perry of the Regional Plan Association in 1929. In Perry's model the neighborhood unit was a predominantly residential district or section of a city centered on neighborhood institutions and ringed by neighborhood-serving shops and services. While few real-world neighborhoods match Perry's unit to a T, his idea influenced a wide range of neighborhood-scale planning initiatives in older cities across the United States in the second half of the 20th century, and has continued to provide inspiration for neighborhood-scale planning and development that aims to replicate traditional neighborhood design.

In many cases neighborhood plans function as extensions of an adopted local comprehensive plan. They refine the community's vision for a subarea of the jurisdiction and provide more specific goals, policies, and implementation guidance. However, relatively few cities have a systematic neighborhood planning program that divides the entire geographic extent of the jurisdiction into neighborhood planning areas. Rather, most cities intermittently engage in neighborhood planning when particular areas are experiencing or anticipating dramatic changes. Furthermore, many neighborhood planning initiatives are self-organized by residents and other neighborhood stakeholders, and the resulting plans may or may not have a formal relationship with the local comprehensive plan.

Defining the Neighborhood

While the term "neighborhood" is familiar to most people, it often takes on different meanings based on context. Planners and local officials may think of neighborhoods primarily as political subdivisions that make it easier to deliver services or analyze small-scale social or economic trends. And these neighborhoods may have relatively arbitrary boundaries (e.g., to ensure that all neighborhoods have roughly the same population), or their boundaries may be more "organic" (e.g., based on changes in land-use patterns, the character of the built environment, or demographic characteristics of residents).

In many cities, residents may have different ideas from local officials and from each other about what defines a neighborhood. They may think of their neighborhood primarily in terms of the spaces and institutions they visit or value the most. Alternately, they may be influenced by real-estate marketing or perceptions about cultural differences. Consequently, it's not uncommon for residents of the same block or even the same building to see different boundaries for their neighborhood.

For a neighborhood planning effort to be successful, all participants must first agree on neighborhood boundaries. Often the best ways to determine appropriate boundaries is to have residents as well as representatives from local government and social service providers draw their own boundaries on the same map. This can help identify areas of common, if not universal, agreement.

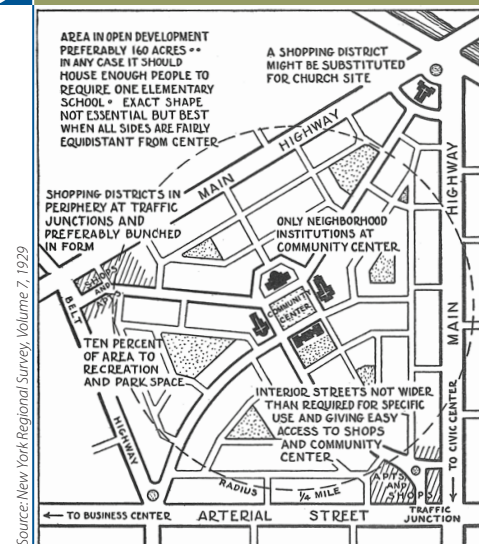


Diagram of Clarence Perry's neighborhood unit.



American Planning Association

Making Great Communities Happen

Defining the Scope

If the neighborhood plan is an extension of the local comprehensive plan, it makes sense to address all of the major functional elements or pertinent themes of the comprehensive plan in the neighborhood plan. In other cases, it may be beneficial to narrow the scope of the plan to a few topics or themes of special relevance or importance to the planning area.

The benefit of a more limited scope is that it can be easier to build support for action around a small set of pressing issues than it can be for a broad set of topics with varying levels of perceived neighborhood-level impacts. Another advantage of limiting the scope of the plan is that it generally makes it easier to go into greater depth on issues of top concern for residents and other stakeholders.

In addition to being more limited in geographic extent than the local comprehensive plan, neighborhood plans also typically have a shorter time horizon. While 20 to 30 years is common for a comprehensive plan, the implementation time frame for neighborhood plans is often between five and 10 years.

Setting Goals and Objectives

In the context of neighborhood planning, goals are general statements about desirable future conditions in the neighborhood, and objectives are measurable outcomes in furtherance of these goals. Often, planners, local officials, or neighborhood leaders use surveys and a combination of online and in-person visioning and goal-setting exercises to help identify potential goals for the planning area. Then, one or more stakeholder working groups may take on the task of refining these goals and establishing objectives. The most successful goals and objectives tend to be those with the broadest base of neighborhood support and the firmest grounding in economic reality.

Detailing Policies and Actions

Beyond goals and objectives, effective neighborhood plans typically include both specific policy statements and action steps. Policies are statements of intent with enough specificity to guide decision making, and actions are directives about capital investments, regulations, programs, or procedures intended to implement each policy. While goals and objectives may remain somewhat abstract, policy statements must suggest a specific course of action, and action steps should make it clear who will do what by when.

Conclusions

The limited geographic extent of a neighborhood plan has both advantages and disadvantages. The narrower focus of neighborhood planning and strong connections that many stakeholders feel to their neighborhoods can lead to a loss of objectivity in the neighborhood planning process. In these cases, neighborhood plans may make it difficult for cities to prioritize scarce resources. With that said, residents, business owners, and institutions may identify more with specific neighborhoods than with the city as a whole. For this reason, it can be easier to engage these stakeholders around planning initiatives that have obvious implications for their homes, businesses, and shared public spaces. Furthermore, neighborhood plans offer opportunities to be more specific about goals, objectives, policies, and actions to guide growth or change within a small area over a relatively short time period.

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FURTHER READING

1. Published by the American Planning Association

Gregory, Michelle. 1998. "Anatomy of a Neighborhood Plan: An Analysis of Current Practice." In *Modernizing State Planning Statutes*, Vol. 2. PAS Report No. 480/481. Chicago: American Planning Association. Available at planning.org/pas/reports/archive.htm.

Jones, Bernie. 1990. *Neighborhood Planning: A Guide for Citizens and Planners*. Chicago: American Planning Association. Available for purchase at planning.org/publications/book/9026753.

2. Other Resources

Colombo, Louis, and Ken Balizer. 2005. "Neighborhood Planning." Available at neighborhoodplanning.org.

Myerson, Deborah. 2004. *Involving the Community in Neighborhood Planning*. ULI Community Catalyst Report No. 1. Washington, D.C.: Urban Land Institute. Available at tinyurl.com/jug84mw.