Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

February 6, 2023
3:00 PM

Town Council Chambers

Chair: Hailey Morton Levinson

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: https://us02web.zoom.us/j/88341295140?pwd=SG1rYWpXTFhRMmxaMTdCRStjS0VCdz09
If the link does not work, join at zoom.com with Webinar ID **883 4129 5140** Password: **83001**

or join by phone **+1 253 205 0468** with Webinar ID **883 4129 5140** and Password: **83001**

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

A. Meeting Minutes

   1. January 9, 2023 Joint Information Meeting Minutes

B. Special Restriction Templates (Stacy Stoker)

V. DISCUSSION/ACTION ITEMS

A. Sustainable Destination Management Plan Consideration (Tyler Sinclair)

B. Recreation Center Operational Plan - Fees, Cost Recovery & Affordability (Steve Ashworth)

VI. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VII. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

3/6 - START JPA (Tyler Sinclair)
4/10 - Transportation Work Plan (Charlotte Frei)
4/10 - Housing Supply Plan & Housing Department Work Plan (April Norton)
4/10 - Long Range Planning Indicator Report and Work Plan (Ryan Hostetter)

VIII. EXECUTIVE SESSION

Recess or Adjourn to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii).

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.

IX. ADJOURN

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

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

JANUARY 9, 2023 **JACKSON, WYOMING**

The Jackson Town Council and the Teton County Board of County Commissioners met in a regular joint information meeting (JIM) in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present at 3:00 p.m.:

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, and Jim Rooks. Jonathan Schechter arrived at 3:03pm. *Absent:* Jessica Sell Chambers.

COUNTY COMMISSIONERS: Chairman Luther Propst, Natalia Macker, and Greg Epstein. *Via Zoom*: Wes Gardner. *Absent*: Mark Newcomb.

STAFF: Tyler Sinclair, Lea Colasuonno, Floren Poliseo, Carl Pelletier, April Norton, Riley Taylor, April Norton, Charlotte Frei, Keith Gingery, and Alyssa Watkins.

PUBLIC COMMENT. Tana Toly and Marty Camino made public comment.

CONSENT CALENDAR. On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Jim Rooks to approve consent calendar items A-B as presented with the following motions. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to approve consent calendar items A-B as presented with the following motions. No public comment was given on the Consent Calendar.

A. **Meeting Minutes.** To approve minutes of the November 28, 2022 Special Joint Information Meeting and December 5, 2022 Joint Information meeting.

B. **Consideration of Thank You Latter to WYDOT Director for WYO 22 and HOV Processes.** To approve the letter to Director Reiner, as presented in the attachment to this staff report.

On behalf of the Town, Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried for the Town.

On behalf of the County, Chairman Propst called for the vote. The vote showed all in favor with Mark Newcomb absent. The motion carried for the County.

Matters from Council, Commissioners and Staff. None.

Executive Session. On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried for the Town.

On behalf of the County, a motion was made by Natalia Macker and seconded by Greg Epstein to adjourn to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). Chairman Propst called for the vote. The vote showed all in favor with Mark Newcomb absent. The motion carried for the County.

The meeting adjourned at 3:09 p.m. Minutes:rt

TOWN OF JACKSON

____
Hailey Morton Levinson, Mayor

ATTEST:

____
Riley Taylor, Town Clerk

TETON COUNTY

____
Luther Propst, Chairman

ATTEST:

____
Maureen Murphy, County Clerk

Publish JH News & Guide: January 18, 2023

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

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

MEETING DATE: February 6, 2023

SUBJECT: **Standard Deed Restriction Template Update**

STATEMENT/PURPOSE

The Town Council ("Council") and Board of County Commissioners ("Board") will consider changes to the Standard Deed Restriction Template for Affordable, Workforce, and Housing Preservation Units.

BACKGROUND/ALTERNATIVES

The Jackson/Teton County Workforce Housing Action Plan adopted November 2015 requires that Standard Restrictions be adopted for use on all new and existing restricted housing units. Standard Restriction Templates were adopted on December 3, 2018, and updated July 22, 2019, and December 7, 2020, to ensure consistency with the Housing Department Rules and Regulations.

Housing Department Staff and Town and County Legal Staff have reviewed the restrictions and have made some recommended changes to the restriction templates.

The recommended changes are as follows:

Global Changes to all Restriction Templates:

- The Template is reformatted and designed to allow whoever is drafting it to add or remove text boxes based on what type of property will be restricted (Affordable, Workforce, or Housing Preservation).
- The Title of the restriction was changed to Deed Restriction for Property Located at "Address of Property".
- Owner (capitalized referring to the original owner or developer) was changed to Declarant for clarity.
- The following rule specifics were removed from the restriction and the wording now states they are to be in compliance with the Housing Department Rules and Regulations.
    - Definition of Local Business
    - Ownership of Residential Real Estate
    - Asset Limitations
    - Occupancy Rule (A minimum of 10 months per year for ownership and 80% of lease for rental).
    - Reporting Requirements
    - Insurance Requirements
    - Capital Improvements
    - Guests
    - Business Activity
- Default was changed to Breach which is defined, and the following breach remedies were added or clarified:
    - Administrative Process
    - Court Enforcement
    - Purchase Option
    - Forced Sale

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 Special Restrictions govern the workforce housing and provide the ability to enforce them to ensure that the units are being used as the community intends.

Workforce Housing Action Plan – The Special Restriction update aligns with Initiative 3.b of the Workforce Housing Action Plan *Housing Management Plan,* which requires the Housing Manager to consistently review new restrictions to ensure efficient management of workforce housing.

STAKEHOLDER ANALYSIS

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

FISCAL IMPACT

No fiscal impact.

STAFF IMPACT

Housing Department staff have spent approximately 8 hours working on changes to the templates and writing the staff report. Town and County legal spent time creating and editing the templates and reviewing the staff report.

LEGAL REVIEW

K. Gingery and L. Colasuonno

ATTACHMENTS

- Standard Deed Restriction Template for Affordable, Workforce, and Housing Preservation Units

RECOMMENDATION

Staff recommends approval of the changes as presented.

SUGGESTED MOTION

I move to approve the changes to the Standard Deed Restriction Template for Affordable, Workforce, and Housing Preservation Units as set forth in this staff report and consistent with any modifications to those changes discussed today.

Deed Restriction for Property
Located at Click here to enter Name of Dev. and/or address.

This Deed Restriction ("Restriction") is made and entered into this ___ day of _____________________, 20__, by the undersigned owner of the property ("Declarant") and Choose an item., Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Choose an item., Wyoming, and more specifically described as follows:

Click here to enter Legal Description
PIDN: _________________("Land")

CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPENDING ON WHICH PROGRAM THE UNITS FALL WITHIN. Also note, if the developer was required to build a complex – i.e., apartments – then the whole thing is described and it will also simply be called Residential Unit (avoiding over tailoring) and nothing changes in these boxes.

Insert this in the Affordable Restriction.

WHEREAS, Declarant developed the Land for a ___________square foot insert appropriate description - retail/service/office/residential/etc. building, which generated the obligation to provide housing, and said obligation being set as a condition of approval for Permit No. Insert number, and to place an Affordable Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). Declarant is restricting:

- Unit __________, with ________ number of bedrooms with Income Range_________.
- Unit __________, with ________ number of bedrooms with Income Range_________.
- Unit __________, with ________ number of bedrooms with Income Range_________.

(together or individually "Residential Unit").

The Income Ranges are defined in the Rules and Regulations.

Insert this in the Workforce Restriction.

WHEREAS, Declarant developed the Land for a ___________square foot insert appropriate description - retail/service/office/residential/etc. building, which generated the obligation to provide housing and said obligation being set as a condition of approval for Permit No. Insert number, and to place a Workforce Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). Declarant is restricting:

- Unit __________, with ________ number of bedrooms.
- Unit __________, with ________ number of bedrooms.
- Unit __________, with ________ number of bedrooms.

(together or individually "Residential Unit").

Insert this in the Housing Preservation Program Restriction.

WHEREAS, Declarant voluntarily participated in the Housing Preservation Program (or a like successor), pursuant to which in exchange for restricting the Land and the insert appropriate description of the unit being restricted ("Residential Unit") with a Workforce Program restriction in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). Declarant received Housing Preservation Funds, all as more specifically set forth in the Rules and Regulations; and

Insert this when incentive tool is used:

WHEREAS, Declarant participated in the Choose an item. (or a like successor) pursuant to which in exchange for restricting the Land and the Residential Unit defined herein with a Choose an item. In accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"), Declarant received Choose an item., all as more specifically set forth in the Rules and Regulations. Being a condition of approval for Choose an item., in which Declarant received _______ Choose an item. , Declarant is restricting:

- Unit _________, with _______ number of bedrooms with Income Range_____ (delete income range if Workforce).
- Unit _________, with _______ number of bedrooms with Income Range_____ (delete income range if Workforce)..
- Unit _________, with _______ number of bedrooms with Income Range_____ (delete income range if Workforce)..

(together or individually "Residential Unit").

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

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. insert number, and consistent with the Choose an item. Click or tap here to enter text.'s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and Choose an item. Click or tap here to enter text., Wyoming. Furthermore, Declarant hereby declares that where the term "Declarant" is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. insert number, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I
OWNERSHIP

CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPDNING ON WHETHER WORKFORCE OR AN AFFORDABLE PROJECT.

Insert this in the Affordable Restriction

1.1 Qualified Household. The ownership of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations ("Qualified Household").

1.1.2 Employment. At time of purchase and in perpetuity during ownership, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Income Limit. At time of purchase, the Qualified Household's gross income must be between insert appropriate income range of the median family income in Teton County, Wyoming, as established in the applicable year's United States Department of Housing and Urban Development's median family income chart for Teton County, Wyoming.

1.1.4 Residential Real Estate. At time of purchase and in perpetuity during ownership, 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) real estate except as set forth in the Rules and Regulations.

1.1.5 Asset Limit. At the time of purchase of the Residential Unit, the maximum allowed value of assets shall be as set forth Rules and Regulations.

Insert this in the Workforce Restriction

1.1 Qualified Household. The ownership of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations ("Qualified Household").

1.1.6 Employment. At time of purchase and in perpetuity during ownership, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.7 Income Limit. At time of purchase and in perpetuity during ownership, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations. .

1.1.8 Residential Real Estate. At time of purchase and in perpetuity during ownership, 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) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

Insert this in the Workforce and Affordable Restriction

1.3 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit. If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not required to be a Qualified Household. However, Declarant understands and agrees that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations and no later than receipt of a certificate of occupancy for the Residential Unit.

Insert this in the Preservation Program Restriction

1.3 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit. If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not required to be a Qualified Household; provided, such exception applies only until, the earlier of, Declarant's death, transfer, or sale of the Residential Unit. Declarant understands and agrees that Declarant i) may only sell and transfer the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations and ii) should any portion of the Residential Unit be rented it may only be rented to a Qualified Household.

If this is for the DOWNPAYMENT ASSISTANCE Preservation Program Restriction

There is no 1.3 and 1.4 below gets renumbered 1.3.

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

ARTICLE II
OCCUPANCY, IMPROVEMENT, AND USE

2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.

2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.

2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.

2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and

Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.

2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.

2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.

2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.

2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.

2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPENDING ON WHETHER RENTAL OR NOT

2.10 Renting. The Residential Unit, nor any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may not be rented. Neither shall the same be otherwise occupied by persons other than as permitted in this Article.

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may only be rented for a minimum period of 31 days.

2.11 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may be rented for a minimum period of 180 days.

CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPDNING ON WHETHER RENTAL OR NOT

2.11 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations.

2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in

the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPDNING ON WHETHER CAN BE OWNER OCCUPIED OR NOT

2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

2.12 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant 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 extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III
SALE

CHOOSE ONE OF THE BELOW DEPENDING ON THE PROGRAM THE UNIT FALLS UNDER

Insert this for the following FOUR Restrictions:
- Affordable Rental Apt and Condo
- Workforce Rental Apt and Condo

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

Insert this in the Affordable Ownership Restriction.

3.1 Sale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.

3.2 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

Insert this in the Workforce Ownership Restriction

3.1 Initial Sale of Residential Unit. At the time of sale from Declarant to a new owner ("Initial Sale"), the Residential Unit may only be sold to a Qualified Household at a purchase price as Declarant and prospective buyer may determine and subject to this Restriction. After Declarant and a prospective buyer enter into an agreement for the purchase and sale of the Unit, and at least 30 days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. All subsequent sales shall be executed in accordance with Article 3.2.

3.2 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.

3.3 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale

Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV
TERMINATION, AMENDMENT, CORRECTION

CHOOSE ONE OF THE BELOW DEPENDING ON THE PROGRAM THE UNIT FALLS UNDER

Insert this in the Affordable Ownership or a Workforce Ownership (i.e., it tracks with Qualified Mortgage and Transfer).

4.1 Termination by insert the Town of Jackson or Teton County, Wyoming. This Restriction may be terminated after a determination by insert the Town of Jackson or Teton County, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.

4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.
- 4.2.2 JTCHA did not exercise its rights as provided in Article IV Qualified Mortgage.
- 4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.
- 4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.
- 4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article IV, Qualified Mortgage. If JTCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.
- 4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.

4.3 Amendment. This Restriction may be amended by a signed, written amendment executed by both insert the Town of Jackson or Teton County, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.

4.4 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

Insert this for the following FOUR Restrictions:
- Affordable Rental Apt and Condo
- Workforce Rental Apt and Condo

4.1 Termination by insert the Town of Jackson or Teton County, Wyoming. This Restriction may be terminated after a determination by insert the Town of Jackson or Teton County, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.

4.2 Amendment. This Restriction may be amended by a signed, written amendment executed by both insert the Town of Jackson or Teton County, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.

4.3 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

*ONLY INCLUDE ARTICLE IV AND V **ONLY IF** AN AFFORDABLE OWNERSHIP OR A WORKFORCE OWNERSHIP OTHERWISE 1) DELETE IT IN ITS ENTIRETY AND 2) DELETE THIS INTRODUCTION*

ARTICLE V
QUALIFIED MORTGAGE

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

5.1.1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, as long as such mortgage has a maximum loan to value ratio of 100%; and

5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

5.1.3.1 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

5.1.3.2 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

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

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

5.1.3.5 the provider of a loan as described in Article4.1.

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

5.2.1 be deemed unsecured; and

5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

5.2.3 Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a Breach hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale.

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

5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.

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

5.3.3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to this Restriction.

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

ARTICLE VI
TRANSFER

6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.2 and 3.3, and only or transferred as follows:

6.1.1 Divorce. The provisions contained in this Article 3.1.1 apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department may consent to the transfer of the Residential Unit to the spouse, 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.

6.1.2 Death. The provisions contained in this Article 3.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of Declarant, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of the deceased, 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.

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

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

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

6.1.3.3 A Nonqualified Transferee shall comply with this Restriction, the Rules and Regulations, the Covenants, Conditions & Restrictions, zoning, and all laws governing the ownership, occupancy, use, development, improvement, and transfer of the Residential Unit.

6.1.3.4 A Nonqualified Transferee may only occupy the Residential Unit with the prior written consent of the Housing Department.

ARTICLE XX (this will either be V or VII)
GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.

5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.

5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.

5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.

5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:

5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]…Purchase Price x .50.

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:
FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to JTCHA;
SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;
SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to Declarant.
If there are insufficient proceeds to satisfy the foregoing, Declarant shall remain personally liable for such deficiency.

5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.

5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds insert the Town of Jackson or Teton County, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of insert the Town of Jackson or Teton County, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and insert the Town of Jackson or Teton County, Wyoming.

5.5 Notices. All notices required to be served upon Declarant and insert the Town of Jackson or Teton County, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

With a Copy to:
insert the Town of Jackson or Teton County, Wyoming.
Attn: Clerk
P.O. Box Insert 1687 for Town or 3594 for County.
Jackson, WY 83001.

Declarant
To the Address on file with the Teton County Clerk's Office

5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

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

5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

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

5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

5.14 Governmental Immunity. Neither insert the Town of Jackson or Teton County, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the ______ day of ________, 20__ (the "Effective Date").

OWNER:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _________ day of _________ 20____, the foregoing Restriction was acknowledged before me by _____________ as ______________________ of ______________________.

Witness my hand and official seal.

(Seal)

Notary Public

Insert Town of Jackson or Teton County

Insert Mayor or BCC Chair, Insert Mayor or Board Chair

ATTEST:

____

Insert name of Town or County Clerk, Insert Town or County Clerk

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

TETON COUNTY WYOMING BOARD OF COUNTY COMMISSIONERS

TOWN OF JACKSON WYOMING TOWN COUNCIL

SUBMITTING DEPARTMENT: Town & County Administration **PRESENTER**: Tyler Sinclair

MEETING DATE: February 6, 2023

SUBJECT: Jackson Hole Sustainable Destination Management Plan Overview

STATEMENT/PURPOSE

The Jackson Town Council and Teton County Board of County Commissioners will be presented by the Jackson Hole Travel and Tourism Board (TTB) their recently approved Jackson Hole Sustainable Destination Management Plan (SDMP).

BACKGROUND/ALTERNATIVES

The Town and County have been invited to participate in the development of the Sustainable Destination Management Plan (SDMP) since the fall of 2021 with formal membership on the 18-member steering committee consisting of representatives from key community stakeholder groups tasked with guiding the plan development process. In addition, many hours have been spent by elected officials participating in the many public and elected official briefings during this time.

The central question the TTB sought to answer through the SDMP process was:

> *How will Jackson Hole ensure that the power of travel and tourism contributes to the health and well-being of our community and our environment without degrading it?*

The TTB recently approved the Jackson Hole SDMP, concluding the plan develop phase. The 75-page Plan includes the following components:

- **The Introduction** lays the groundwork for understanding the purpose of the plan, the process and methodology that was practiced, and the levels and types of community involvement that took place. It outlines the data collection methods and how a baseline was established. This baseline was an important part of the process because, although many assumptions could have been made about tourism in Teton County, these situational analysis reports and surveys validated and deepened our understanding.
- **The Current Situation** provides an overview of tourism in Teton County. You can read the full Situation Analysis Report by visiting visitjacksonhole.com/sdmp to better understand the foundation that the SDMP was built on.
- **The Strategy** paints a picture of the collective vision, values, and guiding principles that shaped the SDMP. These principles were developed based on feedback from community members during the community engagement sessions. These are your words. This is your voice.
- **The Action Plan** is the meat of the SDMP. Here are the specific goals and implementation frameworks that have been identified for Jackson Hole. Within each of the eight goals are initiatives, objectives, priority actions, and a suggested timeline. This is our road map for how to get from where we are to where we want to be.
- **The Governance and Implementation Plan** is where the rubber meets the road. It provides recommendations for how to turn this vision into reality.

Attached to this report is the JHSDMP Snapshot along with a link to the complete SDMP document provided here. TTB members and staff will provide an overview of the plan at the meeting along with being available to answer any questions and join in a discussion of next steps.

In addition, the TTB has approved the formation of the Destination Stewardship Council (DSC) to serve as the interim advisory body to the TTB for implementation of the SDMP. The DSC will be composed of a network of individuals and organizations that are critical to implementation of the SDMP's strategic initiatives, and the network will help maintain momentum and foster shared responsibility for SDMP implementation. Please see attached the DSC Terms of Reference for more information. The TTB has invited both the Town and County to be a member of the DSC. TTB members and staff will provide additional information, answer questions, and join in a discussion of the role of this group at the meeting. At separate future meetings the Town and County will decide whether to accept this invitation and if so, who should be the representative(s). The boards may want to consider and discuss with the TTB whether the Town/County representative roles are more suited for an elected official or staff member.

STAKEHOLDER ANALYSIS
Stakeholders include the residents of Teton County and the Town of Jackson and all visitors to our community.

FISCAL IMPACT
No fiscal impact.

STAFF IMPACT
Should staff be placed on the DSC, time would need to be dedicated to prepare for and attend meetings as needed.

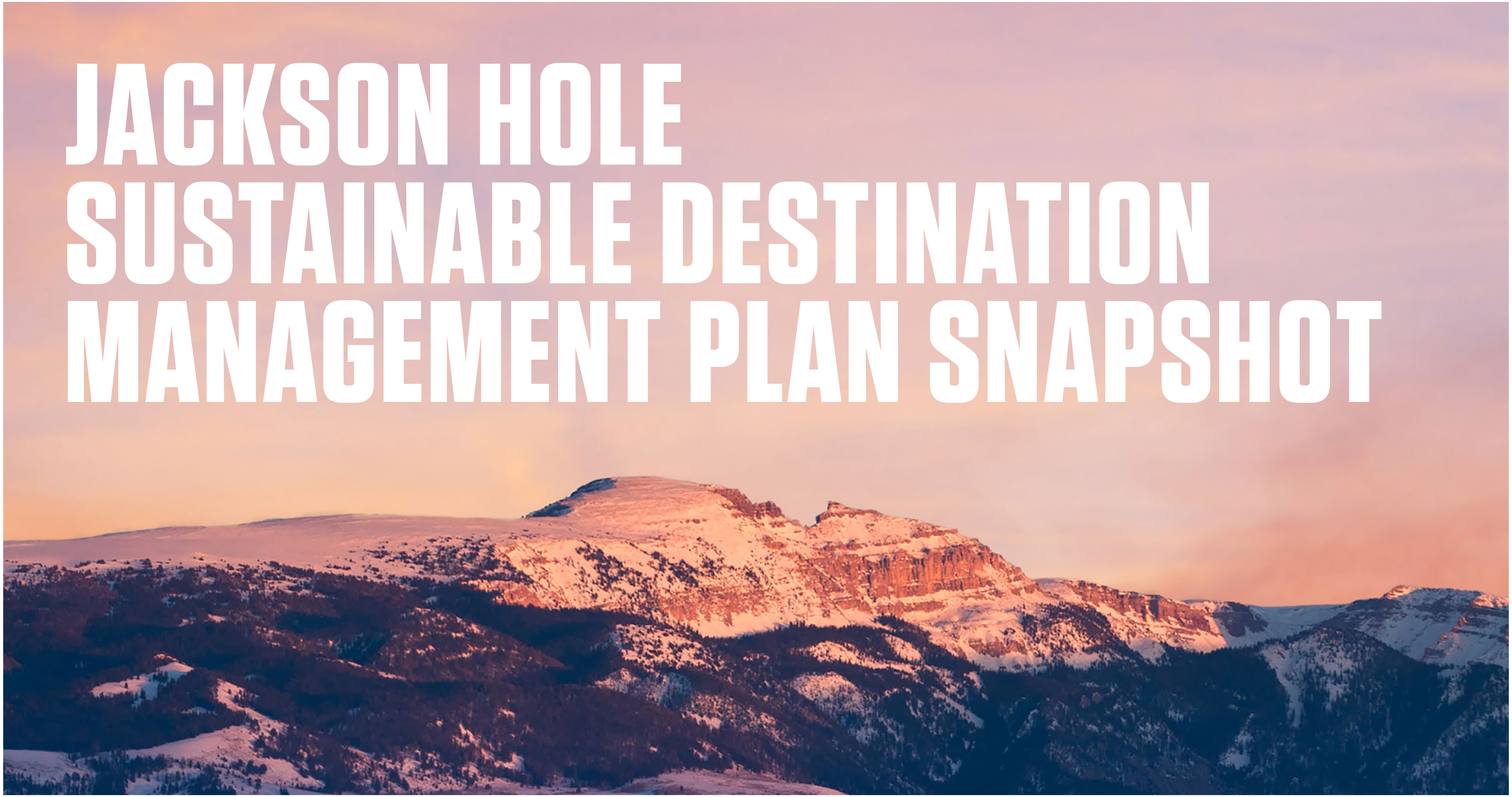
LEGAL REVIEW
K. Gingery and L. Colasuonno

ATTACHMENTS
- Jackson Hole Sustainable Destination Management Plan Snapshot
- Teton County Destination Stewardship Council (DSC), Terms of Reference, 2023
- Invitation to Participate in the DSC Core Team

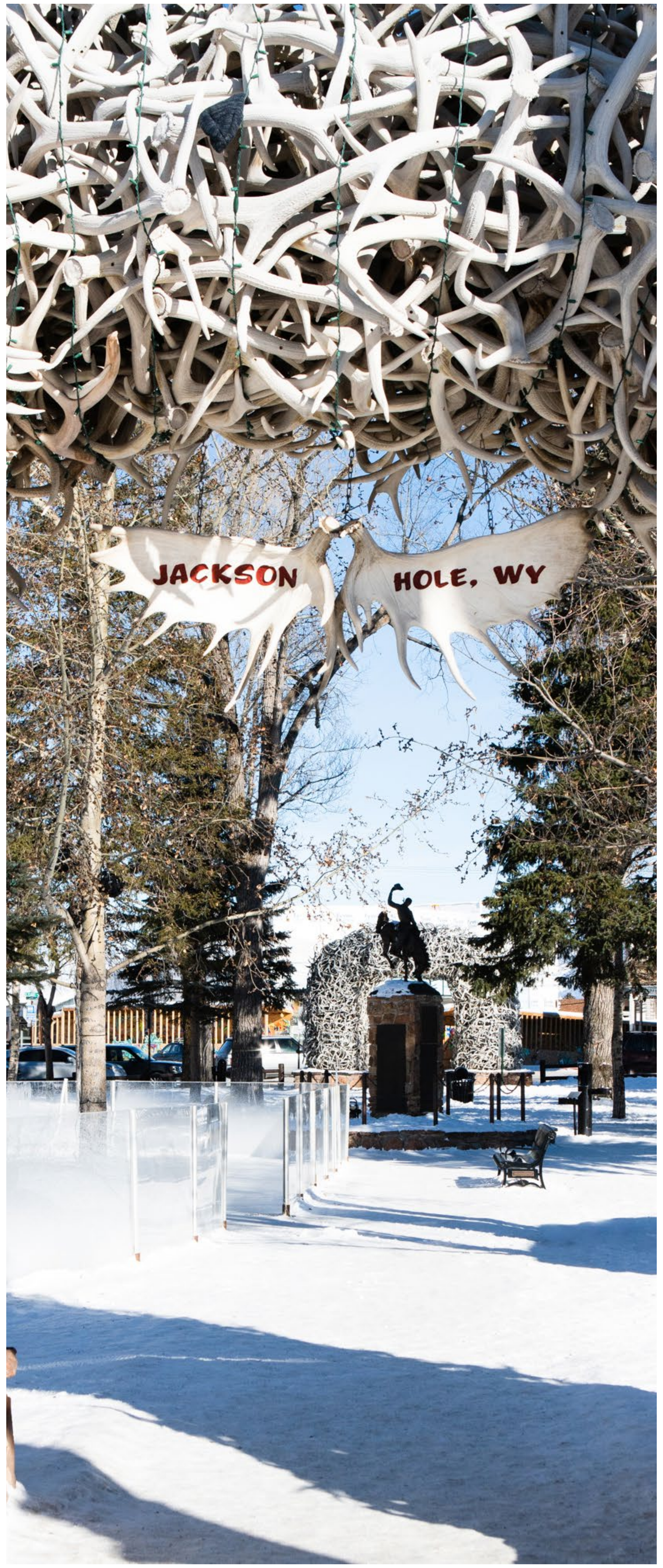
RECOMMENDATION
The SDMP is a product of the TTB and thus the Town and County will not formally adopt it, therefore no recommendation or motion is needed. Today's action is informational in simply receiving the plan produced.

SUGGESTED MOTION
None.

JACKSON HOLE SUSTAINABLE DESTINATION MANAGEMENT PLAN SNAPSHOT



CONTENTS



INTRODUCTION

Travel and tourism is responsible for more than 50% of Jackson Hole's economic activity. It is an economic force. How will Jackson Hole ensure that the power of travel and tourism contributes to the health and well-being of our community and our environment without degrading it?

That was the central question the Jackson Hole Travel & Tourism Board (JHTTB) sought to answer through the Sustainable Destination Management Plan (SDMP) process.

The timing of the SDMP process was fortuitous, as the events of summer of 2021 made clear what the future would bring without a proactive, inclusive strategy to manage visitation to the greatest benefit of our economy, our residents, and our surrounding environment.

In all-too-real terms, the community felt the impacts that unmitigated visitation can inflict on the human and natural resources that are the pillars of Jackson Hole's destination economy, with second-order effects diminishing the visitor experience and, ultimately, the quality of life for the community at large.

The timing of the SDMP combined with the obvious acute need for a strategy was the impetus behind the unprecedented interest in and participation from the Jackson Hole community. Led by George Washington University and Confluence Sustainability, and supported locally by the JHTTB and an 18-member steering committee representing a diverse array of community stakeholder groups, our community embarked on a year-long project that included 8 focus groups with more than 150 tourism leaders, 12 working sessions with 50 community stakeholders, and 4,777 resident respondents to a tourism sentiment survey, the largest resident survey in Teton County's history.

The 75-page SDMP should be approached and viewed as a comprehensive strategic analysis of the opportunity we have before us and as a future-facing framework to achieve the balance and prosperity the Jackson Hole community seeks. It is a road map with clear directions, milestones, actions, assignments, and success metrics designed to guide the continued evolution and health of Teton County's largest economic engine.

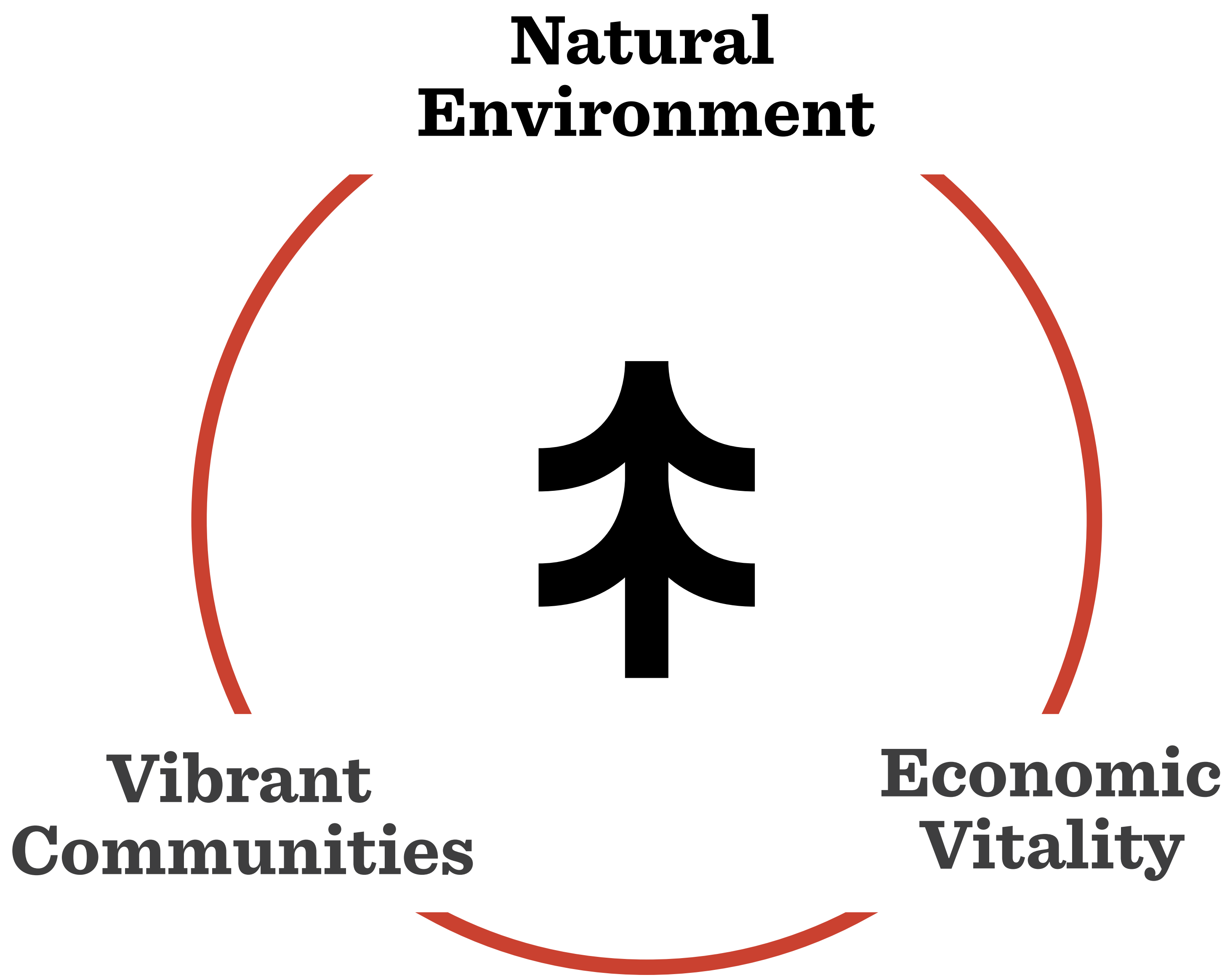
The following 11-page summary captures the key elements of the plan for easy accessibility and understanding. This framework allows us, as a community, to build out and act on goals, strategies, and metrics to better anticipate and respond to the dynamic nature of the tourism industry, capturing the greatest benefits for our businesses, our community, and our environment.

The JHTTB is proud to present the Sustainable Destination Management Plan, and we are grateful for the efforts and contributions of the Jackson Hole community. We thank George Washington University, Confluence Sustainability, the steering committee members, our partners, and the many individuals in our community who lent their time, their resources, and their thoughts to this process.

WHAT TO EXPECT

The SDMP is a five-year road map guiding Teton County toward a sustainable future. For Teton County, sustainability means balancing the aspirations and needs of community members, businesses, and visitors with the protection of the public lands that are core to the county's heritage, culture, and economy. The purpose of the SDMP is to ensure that tourism is a positive force for people, nature, and the economy. The SDMP is the result of a year-long participatory planning process spearheaded by the JHTTB and guided by an 18-member steering committee.

To achieve true sustainability, all three sectors—environmental, economic, and social—must live in harmony with each other.



The SDMP is a 75-page framework divided into five sections: Introduction, Current Situation, Strategy, Action Plan, and Governance and Implementation Plan.

The Introduction lays the groundwork for understanding the purpose of the plan, the process and methodology that was practiced, and the levels and types of community involvement that took place. It outlines the data collection methods and how a baseline was established. This baseline was an important part of the process because, although many assumptions could have been made about tourism in Teton County, these situational analysis reports and surveys validated and deepened our understanding.

The Current Situation provides an overview of tourism in Teton County. You can read the full Situation Analysis Report by visiting **visitjacksonhole.com/sdmp** to better understand the foundation that the SDMP was built on.

The Strategy paints a picture of the collective vision, values, and guiding principles that shaped the SDMP. These principles were developed based on feedback from community members during the community engagement sessions. These are your words. This is your voice.

The Action Plan is the meat of the SDMP. Here are the specific goals and implementation frameworks that have been identified for Jackson Hole. Within each of the eight goals are initiatives, objectives, priority actions, and a suggested timeline. This is our road map for how to get from where we are to where we want to be.

The Governance and Implementation Plan is where the rubber meets the road. It provides recommendations for how to turn this vision into reality.

You can read the full SDMP plus all supporting documents and reports at **visitjacksonhole.com/sdmp**.

PROCESS AND METHODOLOGY

The SDMP kicked off in fall of 2021 with the establishment of an 18-member steering committee consisting of representatives from key community stakeholder groups. The committee was tasked with guiding the plan development process.

The Situation Analysis Report consolidated data, information, and insights from a wide range of sources and key stakeholder groups, including local and state governments, public land managers, elected officials, the business community, residents, immigrant communities, and the civic sector. It serves as the most comprehensive baseline assessment of tourism in Teton County to date, and is the foundation for this plan.

A Resident Sentiment Towards Tourism Survey was deployed in spring 2022 and provided a snapshot in time of our community's feelings on tourism. A total of 4,777 residents completed the survey, which provided a baseline to compare future resident sentiment. This level of response is similar to voter turnout on election day in November 2022 (4,944). Eleven percent of these respondents (525) own a local business. Of respondents who work in Teton County, 40% (1,911) indicated that they work in the tourism industry.

To view the full Situation Analysis Report and Resident Sentiment Towards Tourism Survey report, visit **visitjacksonhole.com/sdmp**.

SDMP PROGRESS TIMELINE

PHASE 1: INVENTORY OF EXISTING CONDITIONS

Winter 2021

Launch Steering Committee
Develop Stakeholder Engagement Plan and Communications Strategy
Create Resident Tourism Sentiment Survey
Review Comprehensive Analysis of Existing Destination Data, Including Prior Visitor Input
Draft Situation Analysis Report

PHASE 2: ON-SITE ASSESSMENT

Spring 2022

Launch Resident Tourism Sentiment Survey
Lead Community Meetings for Process Introduction and Initial Feedback Collection
Host 1:1 Interviews and Focus Groups With Elected Officials, Land Managers, Business and Civic Leaders
Validate Situation Analysis Report

PHASE 3: PARTICIPATORY VISIONING AND PLANNING

Summer 2022

Lead In-Person Community Visioning and Planning Workshops
Host Stakeholder Focus Groups
Share Workshop Outcomes Report
Develop SDMP Initiatives With Stakeholder Groups

PHASE 4: PLAN DEVELOPMENT AND VALIDATION

Fall–Winter 2022

Draft SDMP
Publication of the Resident Survey Research
Present Key Stakeholder Findings
Share Final SDMP and Other Research Outcomes
Confirm Research and Implementation Toolkit

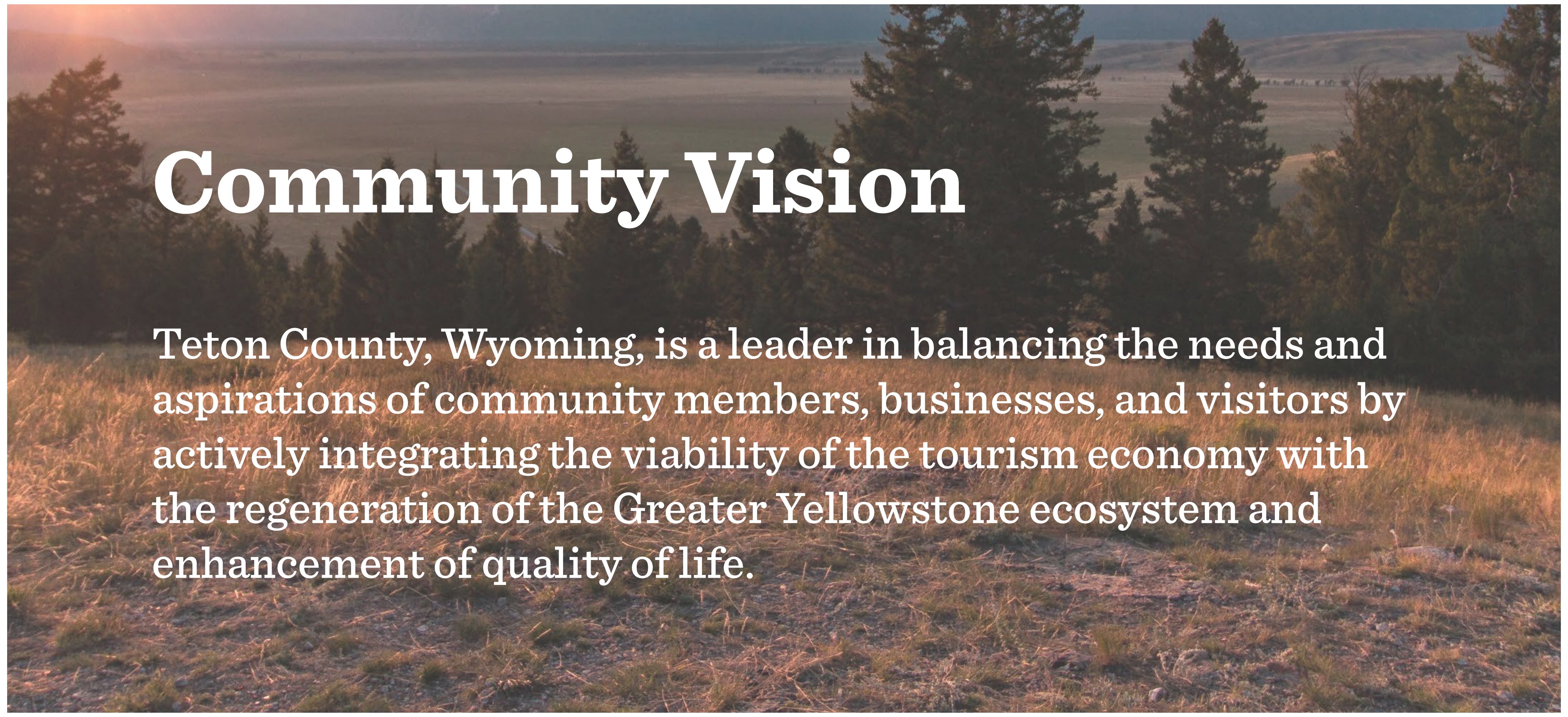
PHASE 5: PLAN LAUNCH

Winter–Spring 2023

Launch the SDMP to Shape the Future of Tourism

VISION AND PILLARS

The community identified five pillars as the most significant in terms of building and maintaining a happy community and healthy economy. As the community begins adopting the framework and implementing the goals outlined, we may discover additional KPIs, partners, or outcomes that should be added. The SDMP is a living document that we can continue to add to and amend as Jackson Hole evolves. Engagement and feedback were key to the SDMP's design and will continue to drive future goals.



Community Vision

Teton County, Wyoming, is a leader in balancing the needs and aspirations of community members, businesses, and visitors by actively integrating the viability of the tourism economy with the regeneration of the Greater Yellowstone ecosystem and enhancement of quality of life.

01 Our Natural Environment

02 Quality of the Economy and Work

03 Quality of Life

04 Quality of Visitor Experience

05 Foundations of Success

01 OUR NATURAL ENVIRONMENT

Outcome 1

The wildlife, waters, wildlands, and ecological processes integral to what makes the Greater Yellowstone ecosystem globally significant are protected and continue to thrive. Climate change risk factors are monitored and reduced. Waste reduction, water quality, and other key environmental indicators and commitments are fully resourced.

Key Performance Indicators

- Establishment of a formal carbon-neutrality goal in Teton County and carbon emission reduction targets aligned with the Town of Jackson and neighboring public land agencies.
- Measurement scope 1, 2, and 3 emissions for the tourism industry and reduction in carbon emissions to meet short-term targets and carbon-neutrality goals.
- A working group within the Teton Climate Action Partnership consisting of tourism-climate stakeholders that meets regularly and secures funds for tourism-climate projects.
- Teton County zero-waste diversion goal by 2030.
- Preservation and enhancement of surface water and groundwater quality.
- Collaboration among all public, private, and civic stakeholders across jurisdictional boundaries to advance the shared goal of preserving and restoring the habitats, species, and ecological processes of the Greater Yellowstone ecosystem.

02 QUALITY OF THE ECONOMY AND WORK

Outcome 2

Responsible and sustainable growth management in tourism results in long-term prosperity for tourism and other local industries. Tourism businesses support a stable, diverse, and thriving workforce.

Key Performance Indicators

- Number of businesses that participate in sustainability/triple-bottom-line programs and pursue third-party certification.
- Percentage of tourism businesses experiencing service interruptions and other operational disruptions year over year.
- Employment statistics for the tourism industry.
- Employee retention rates.
- Employee turnover rates.
- Average wages for key occupations in the tourism industry.
- Number of sustainable workforce programs that support the needs of the tourism workforce.

03 QUALITY OF LIFE

Outcome 3

More mobility hubs, transit options, and pathways have led to reduced single occupancy vehicle traffic and congestion. Quality year-round jobs are readily available. Affordable and attainable workforce housing is available within Teton County to reduce commuting. Equitable access to health and human services. Harmony has increased among historically adversarial groups.

Key Performance Indicators

- Improvement in community sentiment toward tourism per resident and tourism stakeholder surveys.
- Improvement in community stakeholders with the balance of resident needs and visitor expectations.
- Minimum of 65% of workforce is able to live in Teton County.
- Per capita reduction in vehicle miles traveled in Jackson Hole: 525 million by 2024, ≤560 million by 2035.
- Increased START transit ridership: >1.8 million by 2024, ≥3.6 million by 2035.
- Increased active transportation mode share (e.g., bikes and boots): ≥18% by 2024, ≥20% by 2035.

04 QUALITY OF VISITOR EXPERIENCE

Outcome 2

Education campaigns encourage residents to lead by example and visitors to be more responsible and respectful. Destination management, collaboration, seasonal visitor dispersal, and product diversification ease strains and resulted in a warmer welcome for diverse visitors.

Key Performance Indicators

- Development and implementation of a collaborative visitor management strategy (focused beyond public lands).
- Mitigation of negative visitor impacts on local quality of life, quality of work, and quality of environment.
- Highly positive visitor satisfaction trends and addressing of persistent issues related to cost of destination and value for money.
- Seamless mobility and management of visitor flows through all jurisdictions of Teton County.

05 FOUNDATIONS OF SUCCESS

Outcome 3

A permanent tourism governance structure facilitates ongoing collaboration among greater Teton area stakeholders across all communities and lands, and it continuously relies on data to monitor tourism's effects as well as publicly reports findings. Confidence and trust in participatory planning makes it possible to integrate all community voices and contributions in the collaborative management of tourism and stewardship of all Teton County lands.

Key Performance Indicators

- Increased volume of educational communication impressions that reach the community (residents and tourism stakeholders).
- Certification as a globally recognized sustainable destination.
- Improved coordination and collaboration across all jurisdictions (public lands, Jackson, Teton County) and all communities (private sector, public sector, civic sector, and the wider community).
- Regular communication by the destination management structures communicate regularly with the private sector, public sector, civic sector, and the wider community to manage change and expectations about destination management outcomes.
- High level of buy-in for the SDMP from the private sector, public sector, civic sector, and the wider community.

SDMP COMMUNITY VALUES

These values were shaped by the Jackson Hole community and validated by your peers during community workshops throughout 2022. They are integral to the plan and its implementation, and are embedded in all elements of the SDMP.

01

Environmental and Economic Stewardship

We recognize that our economic future depends on the protection of our natural environment—wildlife, waters, wildlands, and ecological processes—and believe that environmental and economic sustainability go hand-in-hand.

02

Managed Growth

We understand that seasonal visitation management is a key to sustainability and quality of life of our communities.

03

Quality of Life for All

We know that for Teton County to be sustainable, it must address community infrastructure, housing, and transportation challenges.

04

Education and Engagement

We know that communication of our history, challenges, values, and goals is critical to shaping visitor and resident attitudes and behaviors.

05

Accessibility and Inclusion

We welcome everyone who shares our respect and admiration for Teton County.

06

Collaboration and Harmony

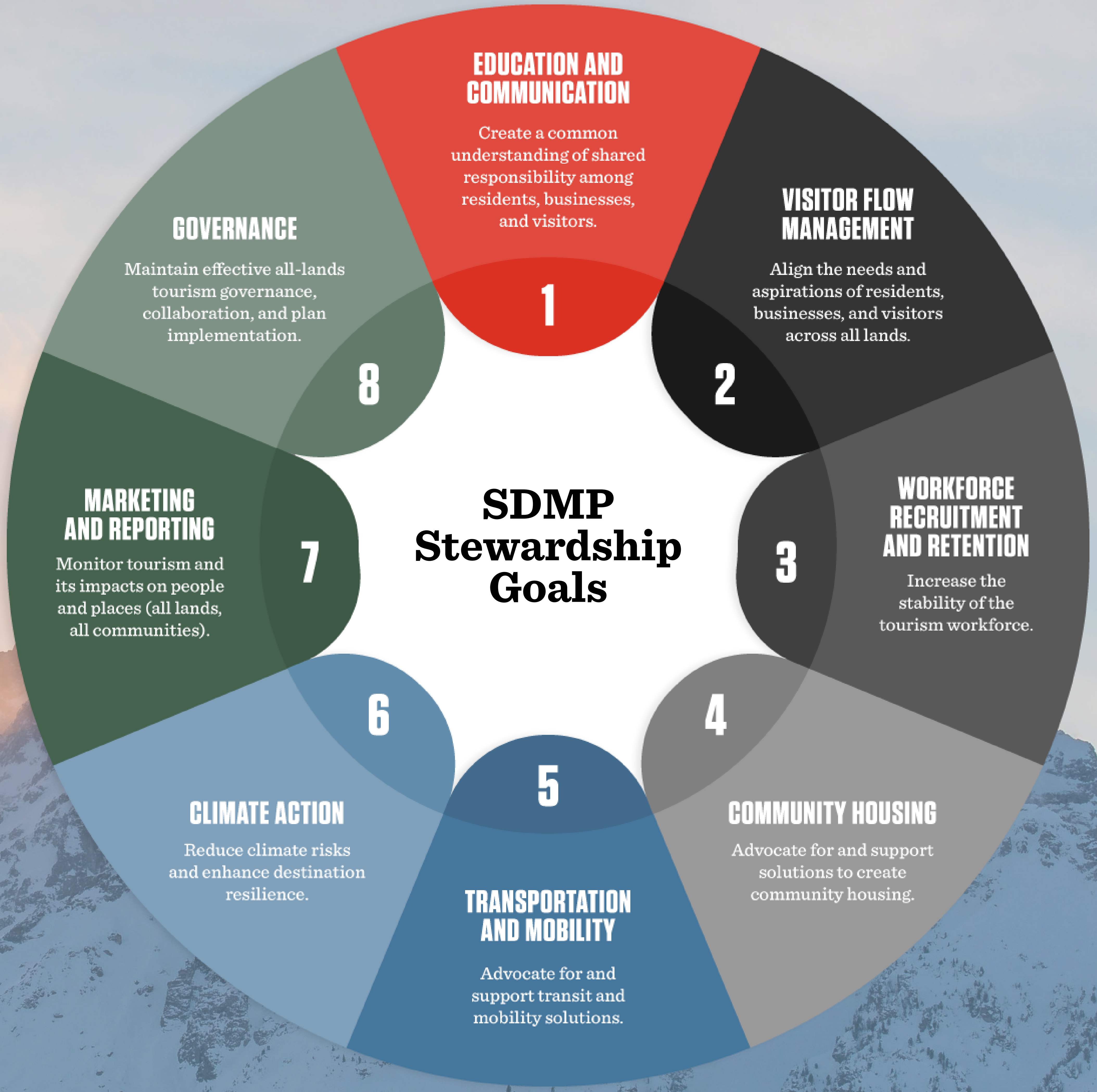
We understand that sustainability begins with community agreement on a plan for the future.

STEWARDSHIP GOALS

The SDMP is a community plan, and its successful implementation requires involvement and leadership by all stakeholder groups—the public sector (town, county, state), businesses, public land managers, the civic sector, and community members.

Together, Teton County stakeholders have the opportunity to rethink how the visitor economy works and to deliver social, cultural, economic, and environmental benefits through tourism while providing exceptional visitor experiences.

The SDMP framework includes a five-year implementation schedule for strategic initiatives and a more detailed work plan of priority actions. Collective action is the backbone of the SDMP, and a phased approach to implementation is outlined beginning on page 60 of the plan.



SDMP Stewardship Goals

SUPPORTING INITIATIVES

1: Education and Communication

Create a common understanding of shared responsibility among residents, businesses, and visitors.

- Maintain community programs in tourism.
- Expand existing programs that promote sustainable operating practices.
- Devise a visitor education strategy that influences responsible behavior at the destination.

2: Visitor Flow Management

Align the needs and aspirations of residents, businesses, and visitors across all lands.

- Establish a visitor management action team.
- Establish community-defined acceptable thresholds for change.
- Develop a collaborative visitor management strategy to manage spaces and mitigate impact across all lands.

3: Workforce Recruitment and Retention

Increase the stability of the tourism workforce.

- Build a robust and diverse tourism workforce pipeline.
- Improve recruitment and retention of the workforce.
- Prioritize workforce development.

4: Community Housing

Advocate for and support solutions to create community housing.

- Advocate for funds to develop workforce housing.
- Advocate for and expand incentives and resources to allocate land and repurpose infrastructure for housing.
- Incentivize employers to provide seasonal and year-round housing.

5: Transportation and Mobility

Advocate for and support transit and mobility solutions.

- Support expansion of affordable public transit around mobility hubs.
- Support development of transit planning applications (mobility app) and broader integration with advanced trip planning.
- Support evaluation and potential resourcing of public transit to the airport, Grand Teton National Park, and key attractions.

6: Climate Action

Reduce climate risks and enhance destination resilience.

- Demonstrate Teton County's leadership in reducing tourism's carbon footprint.
- Establish science-based reduction targets for the tourism economy aligned with net-zero climate goals.
- Educate visitors and residents about carbon emissions and create actionable opportunities to collectively reduce their carbon footprint.
- Guide, support, and incentivize tourism businesses to reduce their carbon footprint.

7: Marketing and Reporting

Monitor tourism and its impacts on people and places (all lands, all communities).

- Establish an accessible and regularly updated destination data bank.
- Publish an annual indicator report.

8: Governance

Maintain effective all-lands tourism governance, collaboration, and plan implementation.

- Establish an interim destination stewardship council to guide SDMP implementation in the near term.
- Establish a permanent governance structure for destination management and SDMP implementation.
- Raise awareness and understanding of the plan among all key stakeholder groups.

IMPLEMENTATION AND SHARED RESPONSIBILITY

The core purpose of the SDMP is to recognize and realize the full value of tourism by ensuring that tourism is a positive force for people, nature, and the economy. The ultimate aim is to create lasting, net-positive impacts. It is designed as a framework that will evolve over time to provide strategies and measure success to guide tourism management and its impacts on our community.

However, the stewardship of all lands requires an all-hands approach. Page 61 of the SDMP outlines 18 implementation priorities alongside the key implementation organization for year 1. Appendix A, beginning on page 64, presents year 2 and year 3 priority actions.

The JHTTB is committed to utilizing the SDMP as a strategic framework from which to guide the actions and decision-making surrounding tourism marketing and management into the future. A destination stewardship council will be formed by the end of Q1 2023 to continue the momentum behind SDMP implementation.

The JHTTB may be in a position to fund projects, events, or initiatives that fall within the Wyoming Statutes, which determine what can and cannot be funded through the lodging tax. However, full implementation and full funding of initiatives will require cross-sectional and collaborative approaches and leadership spearheaded by many of the partners suggested in the framework of the SDMP.

The JHTTB believes that Teton County, WY can balance the needs and aspirations of its community members, businesses, and visitors while both protecting and celebrating its natural and cultural riches.

FOR MORE DETAILS

View the full SDMP at visitjacksonhole.com/sdmp.

DISCOVER MORE »

Teton County Destination Stewardship Council

Terms of Reference, 2023

1. Purpose

The Teton County Destination Stewardship Council (DSC) will serve as the interim advisory body to the Jackson Hole Travel & Tourism Board (JHTTB) for implementation of the Sustainable Destination Management Plan (SDMP). The DSC will be composed of a network of individuals and organizations that are critical to implementation of the SDMP's strategic initiatives, and the network will help maintain momentum and foster shared responsibility for SDMP implementation.

2. Background

Establishing a permanent organizational structure for destination management will take time. While that work proceeds, the interim network can maintain momentum created by the SDMP participatory planning process as well as communicate with and engage key stakeholder groups. A destination stewardship council will serve as the bridge to a permanent destination management and marketing organization.

3. Council Composition

A critical consideration in determining the ideal slate of DSC participants and optimal size of this network is that all key organizations needed for implementation of SDMP year one priority actions should participate in the DSC. The DSC participants may change from year to year based on evolving SDMP implementation requirements. Term limits for DSC participants will be reviewed on an annual basis by the Core Team composed of action team leaders who are intimately involved in implementation of priority actions and strategic initiatives. The Core Team will make recommendations to the JHTTB.

The DSC will start out as a Core Team, composed of key destination partners. The Core Team will be responsible for building out the full DSC group of approximately 18 members as the first task. There are advantages to this approach. The Core Team has a broad spectrum of community-specific expertise and members have a good understanding of the issues, which can make it easier for them to agree, act, and establish implementation methods and boundaries. Furthermore, the Core Team is composed largely of individuals and organizations that participated in the SDMP process as members of the Steering Committee. Their unique knowledge of this process and their organization's role in the community makes them uniquely qualified to form the foundation of this working group.

The DSC will consist of participants from the tourism industry as well as representatives from community stakeholder groups–such as additional subject matter experts, community leaders and organizational leaders who can guide implementation.

DSC participants will organize into action teams to assist with implementation on key SDMP focus areas. These smaller action teams are designed to work efficiently through action items identified by the DSC as target areas of quick wins for the community.

DSC participants may nominate an alternate from their own agency/organization as their representatives on the DSC, or as permanent replacements, subject to the approval of the Core Team. Representatives at meetings should be appropriately briefed and able to act as authoritative representatives of their respective organizations.

DSC participants may make a request to the Chairperson that guests–both within and external to the tourism industry, community, and public sector–be invited into meetings on an *ad hoc* basis to provide specific input/advice. This is especially helpful for those subject-matter areas for which the DSC has limited in-depth knowledge.

This interim nature of the DSC offers the JHTTB and the community an opportunity to identify areas of concern before creating a longer-term governance structure for destination management. The key job of the interim network will be to develop a plan to establish the long-term destination management governance structure and to clearly communicate that plan and its benefits to tourism stakeholders and the wider community.

The value of the DSC may extend beyond the establishment of the permanent destination management and marketing organization contingent on its initial success. For instance, the DSC can serve as an advisory group to a permanent destination management and marketing organization. A final decision about the ideal time horizon of this network will need to be made by the JHTTB, DSC participants and other key stakeholders.

4. Network Development & Design

The Destination Stewardship Council will initiate through the invitation to the Core Team organizations selected by the JHTTB as key stakeholders in tourism and destination management. The Core Team organizations will designate a representative and those representatives will develop a list of organizations to invite to be Council participants. Each organization must designate a representative and/or an alternative in case of absence.

The key design elements of the DSC are outlined below.

- **The DSC** will be convened and chaired by the **JHTTB**. A co-chair (individual or organization) can be selected. The JHTTB will convene and facilitate all DSC meetings and manage all communications with DSC participants through a Destination Management Coordinator. The DSC will provide the JHTTB with monthly updates via the Destination Management Coordinator and can provide the Board with recommendations for SDMP implementation. Decisions affecting the JHTTB or requiring JHTTB oversight or direction will need to be approved by the JHTTB. Decisions or recommendations made outside of the scope of the JHTTB will be presented to the appropriate decision-makers outside of the JHTTB.

- **The Destination Management Coordinator** will be contracted to manage and coordinate the DSC. This entity will be in consistent communication with DSC participants and between the DSC and the community and stakeholders. The role will also support the Core Team, network participants and the action teams in carrying out the purpose of the network. The Destination Management Coordinator will help the DSC convene, connect, communicate, coordinate, and collaborate around its shared purpose. The primary goal will be to coordinate communications, build trust among participants and ensure an efficient working group environment.

- **The Core Team** will be a committee composed of seven to ten DSC participants, including the JHTTB and the main leaders of the action teams, who will meet monthly and additionally as needed. The Core Team will establish and maintain the DSC membership. The Core Team will work closely with the Destination Management Coordinator and JHTTB to expedite decision-making, manage the network, and provide fiscal recommendations for SDMP implementation.

- **The Full DSC Team** will come together regularly to share information, coordinate, and collaborate across SDMP focus areas. The frequency of meetings will be defined based on feedback from DSC participants. Network participants will contribute significant investments of time through action teams to support the quick-win priority actions and initiatives.

- **Action Teams** composed of network participants will be formed based on agreed upon quick-win priority actions and initiatives. Action teams will meet as frequently as needed. At times, participants may be asked to join more than one action team to work through concurrent projects.

- **Ex-Officio Participants** will include strategic partners from the State and Regional areas, including but not limited to the Wyoming Office of Tourism, Wyoming legislators, and other governmental and non-governmental entities.

5. Roles and Responsibilities

The primary role of the DSC will be to guide implementation and monitoring of the SDMP in the near-term. It will establish annual priorities based on SDMP recommendations. The SDMP includes a detailed implementation plan for the first three years which can be used by the DSC to define annual priorities.

The DSC will select and prioritize quick-win SDMP action items and identify a functional role, when applicable, for the JHTTB for those action items. This approach will demonstrate tangible and measurable results within the first year. These quick wins will be key to building support for more complex initiatives. Specific suggestions for Year 1 quick-win priority actions are outlined in the SDMP.

In addition to the quick win priority actions, the DSC will provide input and guidance to the JHTTB and partners for the establishment of a permanent structure for destination management and SDMP implementation.

The DSC will foster trust and ensure transparency through frequent communications with tourism stakeholders and the wider community about progress and challenges.

The DSC will ideally have the key organizations needed for implementation of the agreed-to priority actions and DSC participants will recruit missing organizations and encourage them to engage with and participate in the network. This will ensure adequate involvement and representation of key stakeholder groups.

The DSC participants will support knowledge sharing and learning among network participants in order to build trust and strengthen relationships among network participants. All council members will be active, working members of the volunteer council and will share an equal workload. Members that are routinely not able to attend, or not able to effectively contribute to the council, will be removed from the council in order to ensure equal workload among all participants.

Finally, the JHTTB and DSC will remain accountable for SDMP implementation. The DSC will review its progress on a semi-annual basis and provide feedback to the JHTTB to ensure steady progress toward agreed upon quick win priority actions and initiatives. Furthermore, it will provide guidance on emerging issues and agree on possible countermeasures and responses to specific issues and risks.

6. Meetings

Initially meetings will be convened monthly or as needed, with appropriate notice. Agenda documents and other materials relevant to the meeting will be circulated to network participants at least five days prior to the scheduled meeting date, when possible. Resolutions associated with the implementation of priority actions and strategic initiatives may be passed by DSC participants on a consensus basis. When this is not possible, a vote may take place with the Chairperson having both a deliberative and deciding vote in instances of a tie. In the absence of a clear consensus, the Chairperson may determine that an action item requires more input and consideration before moving ahead. Council members will be asked to evaluate action items as they relate to the greatest benefit to the community, while also providing insights according to their scope of expertise.

7. Key Performance Indicators

Potential DSC Key Performance Indicators are outlined below.

- **Leadership**: confidence that DSC leadership (Core Team and Destination Management Coordinator) has the capacity to garner the commitment of all needed stakeholders and help to secure required funding to work toward SDMP goals; speed of response to requests and complaints made by DSC participants; mechanism for evaluating DSC participant satisfaction and level of DSC participant satisfaction.
- **Participation**: representation and involvement by all key stakeholder groups; shared understanding of the DSC structure and participants' roles and responsibilities; contributions made by each DSC participant; participation of public and private sector in funding DSC priority actions; DSC

includes minorities and marginalized groups; equal workload is shared among Core Team and DSC participants in the form of working action teams, all members of the DSC similarly engaged.

- **Effectiveness**: total number of priority actions implemented in a year and quality of results; achievement of or progress toward objectives and results planned for each action; total funding and diversity of funding sources secured for quick-win priority actions; projects implemented by DSC are aligned to SDMP strategic initiatives; DSC projects are implemented as per work plans established by the DSC.
- **Value Creation**: DSC has a mechanism for evaluating the results and impacts of its projects on an annual basis; degree to which DSC projects are achieving tangible and measurable results (see KPIs for strategic initiatives in SDMP); degree to which DSC projects are positively impacting network participants and the destination.
- **Accountability**: existence of basic systems for managing the network including but not limited to supporting implementation of priority action projects and holding action teams accountable for implementation of agreed to projects; guidelines for ensuring ongoing communications, cooperation and collaboration among DSC participants.
- **Transparency**: DSC participants have accurate, relevant and timely information about the network's projects and resources; periodic public reporting about DSC projects, resources, results and impact.

From: Timothy O"Donoghue
To: Hailey Morton Levinson
Cc: Tyler Sinclair; Tanya Anderson; Arne Jorgensen; Crista Valentino; Lodging Tax
Subject: Invitation to Participate in the DSC Core Team
Date: Thursday, January 26, 2023 12:21:02 PM
Attachments: Destination Stewardship Council TOR.pdf

Dear Mayor Morton-Levinson,

The Jackson Hole Travel and Tourism Board (JHTTB) approved the formation of the Destination Stewardship Council (DSC) in today’s JHTTB special meeting in addition to formally adopting the Sustainable Destination Management Plan (SDMP).The DSC will serve as the interim advisory body to the JHTTB for implementation of the SDMP. The DSC will be composed of a network of individuals and organizations that are critical to implementation of the SDMP’s strategic initiatives, and the network will help maintain momentum and foster shared responsibility for SDMP implementation.

The first step in the formation of the DSC is to establish the Core Team as described in the attached DSC Terms of Reference (TORs). We would like to invite the Town of Jackson to join as a Core Team member, recognizing the importance the Town Council, Tyler, and Tanya have played in this process and your continued commitment to making Jackson Hole a sustainable community and destination for both residents and visitors. If you’re unable to join us, we’d appreciate you suggesting an alternative in your place. Among the initial activities of the Core Team will be to work with the JHTTB to establish the remainder of the DSC membership in the coming weeks.

We sincerely hope that the Town of Jackson will take this opportunity to lead this important initiative as a Core Team member. Please contact Crista Valentino (copied here), JHTTB Interim Executive Director, at crista.valentino@gmail.com and lodgingtax@tetoncountywy.gov with your reply or any questions that you may have.

Sincerely,

Tim

Timothy O'Donoghue
Riverwind Foundation
www.riverwindfoundation.org
PO Box 13190
Jackson, WY 83002
+ 1 (307) 690-3316

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Parks and Rec **PRESENTER**: S. Ashworth

MEETING DATE: 2/6/23

SUBJECT: **FY24/25 Recreation Center Fee Proposal and Discount Program, & Recreation Center Operations Budget Update**

STATEMENT/PURPOSE
Review proposed Recreation Center fees for FY24/25 and draft fee reduction program.

BACKGROUND/ALTERNATIVES
In 2019 the voters of Teton County and Town of Jackson approved a SPET measure to renovate and expand the Recreation Center. The ballot language is as follows:
$22,000,000 for designing, planning, engineering, construction and equipping the renovation and expansion of the Teton County/Jackson Recreation Center. The renovation and expansion include an additional gymnasium, indoor walking/jogging track, indoor climbing gym, wellness and fitness opportunities, outdoor aquatics splash pad, general youth-to-senior recreation amenities, associated building infrastructure, King Street extension, storm water management systems, and associated site parking, multimodal circulation, and landscaping. Any unexpended funds, including any unused contingency funds, shall be placed into a designated account, the principal and interest of which shall be used for operations and maintenance of the Teton County/Jackson Recreation Center. This project is sponsored by Teton County.

In May of 2022 the Board of County Commissioners and Jackson Town Council awarded a Guaranteed Maximum Price contract to GE Johnson Construction in the amount not to exceed $33,663,002 for base bid items and alternate bid items to include Splash pad, extension of the elevator to the roof, synthetic turf play court, asphalt paved muti-modal pathway, and facility monument sign, with the contribution of $6,510,768.75 from the Town of Jackson General Fund, $463,543 from the appropriate restricted utility funds, $325,000 from the 2010 King Street Extension SPET Fund, and $129,000 from the Town of Jackson Public Works Storm Water Treatment DEQ-319 Grant.

Construction began on the project in June of 2022 and is scheduled to be substantially complete February of 2024 with public opening in April 2024. Staff has developed a comprehensive operations plan which provides funding projections for the next two fiscal years. In FY24 the department will incur approximately 60% of the increased operating expenses, however, will only realize approximately 20% of the revenue. This is the result of the department's need to bring staff on board, train, and implement systems to effectively operate the facility prior to the facility's opening. In the FY25 budget projections staff looks to realize full expenses and revenues.

In order to project revenues, staff has developed a comprehensive facility and fee program for the enhanced facility. Along with the projected fee program, staff and the Parks and Recreation Board has developed a draft fee reduction program to ensure accessibility to the facility for our low and moderate income residents. The proposed fee schedule utilized regional and mountain resort community comparators to establish a market rate cost for each service. This fee comparison also included local for-profit businesses within Teton County.

The proposed operations plan is expected to significantly increase cost recovery, from a current rate of 18% to approximately 46-48%. This increase however does not fully account for all increases in operations cost due to staffing growth, maintenance, and general operations.

The base level of service proposed in the draft operations budget reflects the new hours of operation listed in the staff impact section of the report, and setting service levels for the new facility consistent with that of current operations. The highest variable level of service is within the climbing gym area, and the expectation of route setting expertise and frequency. The current assumption in the budget reflects monthly re-route setting of the facility by local route setters, and twice a year route setting and cleaning by regional professionals. The estimated cost of these services is $60,000 annually for services and $20,000 annually for hold replacement.

Staff arrived at the fee portion of cost recovery through an extensive comparator analysis and vetting through the P&R Board. Staff was challenged to find true apples to apples comparison facilities, but we believe the data we received provides a strong basis for comparison. Utilizing the data, staff and the Board chose to set fees for services at the median point of comparators. The average high to low range however is very small, reflecting for example a low of $18 per day/adult to a high of $26 per day/adult. Increasing the fee to the high end would increase the cost recovery, however may price some users out of access to cost, unless the fee reduction program was altered as well. It is important to note that that the fee comparison data reflected access rates to fitness and aquatic facilities or fitness and climbing facilities. We were unable to identify a comparable facility with all three amenities. Staff does feel the data is relevant as the primary users will typically only use two of the amenities. The proposed fee rate for the new facility provides access to all facilities within the expanded recreation center.

In order to additionally ensure the facility is accessible to all members of the community, staff is proposing a fee reduction program for members of our community under 80% of Teton County median family income. This would provide a discount rate towards monthly, 3 month and annual passes. The goal of this program is to maintain a more market or comparable driven fee as the baseline, while making a discount available for those community members in need. This is a new approach for the department, as we have traditionally set base fees at the discounted rates to ensure access, and as a result provided higher subsidy to individuals and families with high financial means.

In order to move forward with vetting the fee proposal staff would like to seek direction and/or clarification on the following questions:

1. The current proposal reflects an anticipated 46-48% cost recovery for the facility in FY25 (The current FY23 budget reflects an anticipated 18% cost recovery). Based upon the fee rates and utilization assumptions, is this the appropriate cost recovery range expectation?

2. Facility fee rates are set at the median cost per public aquatic/fitness facilities and private climbing/fitness gyms. These rates provide for all-day access to the entire facility, and assume primary use is for two of the three components. Is the median comparable price point the appropriate fee placement strategy?

3. Should the base day-use fee be all-encompassing of resident and non-resident, or should there be a separate day-use fee for non-residents? The current proposal recommended has one day use fee, and resident fee discounts are available in the monthly, 3-month, and annual passes. This method has become the industry norm for public facilities.

4. The proposed fee schedule also looks to address facility fees for youth non-profit groups. Currently we are significantly below our peer providers and increasing fees by approximately 100% would bring us in alignment and represent an approximate 35% cost recovery for the service/facility use. To reach the 45-50% cost recovery mark would require close to an additional 100% cost increase on top of the proposed fee recommendation. Staff is recommending moving towards the cost recovery goals in increments, and only moving towards the 35% cost recovery for FY24 and FY25 and re-evaluate these fees for potential increases in FY26.

5. Per the recently updated Teton County School District Agreement, school sanctioned swim teams are exempt from fees for the facility use. This was an agreement made in 1994 when the Town/County exchanged land with the school for the development of the facility. At the time, the only school sanctioned program was girls high school swimming. Since that time middle school swim team and just this year boys high school swim team have been added. We have also added several years ago the elementary learn to swim program. Staff is looking for confirmation from the Council and Commission as to their ongoing support of this agreement and the no-fee relationship.

STAKEHOLDER ANALYSIS

Staff has worked through the Parks and Recreation Board in the development of proposed fees and the reduction program. Upon direction of the Council and Commission, staff will publish the proposed fees for a formal 45 day public comment period, and receive public comment through the May 2023 Parks and Recreation Board meeting. Staff will present a recommendation to the Council and Commission in June of 2023 for formal adoption.

FISCAL IMPACT

In the development of the fiscal impact analysis, staff utilized 2019 recreation center user/patron data as a user quantity base. Staff then increased the user numbers by 30% for new service offerings. Staff recognizes that the 30% number is very conservative considering the new offerings for the facility triple (i.e., climbing gym, fitness amenities, splash pad). Due to ongoing staffing challenges, as well as limited comparitor data for future revenue, we felt it was most responsible to project conservative revenues. We also recognize that these numbers can and will be modified annualy based upon previous year actuals.

With the new addition, the facility will grow from approximately 32,000sf to 74,000sf. Services will increase by approximatley 3 times, and hours for facility operations will increase by 25%. As a result, the projected fees and revenues are projcetd to result in the following:

	Ops. $/SF	%$ Recovery	General Fund $	
Current FY23	$44.28	18%	$1,416,996	
[Projected]				Gen. Fund $ Annual Increase
FY25	$26.63	48.6%	$2,116,960	$553,877
FY25 w/Discount	$29.28	46.2%	$2,397,006	$749,964

STAFF IMPACT

The operations plan for the new facility at full operations will require an additional 9 Full-time benefited staff in the recreation center and 1 Full-time benefited staff in Administration. Additionally, the department projects adding 4.25 Part-time FTEs in the Recreation Center. The original operations estimate at the time of the 2019 SPET consideration was 10-12 Full-time Benefited, and 4 Part-time FTEs. During the schematic design phase of the project staff presented to the boards a design that utilized on control entry desk with the goal of reducing redundant staffing. This has helped bring down staffing required, however the increase in size of the climbing facility resulted in the addition of one FTE due to safety and client monitoring and support.

Projected facility hours would increase with expansion opening to the following:

a. Fitness- Sunday 8-9
   Monday-Friday 6-9
   Saturday 8-9
b. Climbing Gym- Sunday – Saturday 10-9
c. Aquatics- Sunday 10-8
   Monday – Friday 6-8
   Saturday 10-8
d. Daycare- Sunday 8-12

Monday-Friday 7-11 and 4-8
Saturday 8-12

LEGAL REVIEW

NA

ATTACHMENTS

Draft Fee Schedule
Draft Reduced Fee Program
Projected FY24 & FY25 Revenue and Expense Summary

RECOMMENDATION

Staff and the Parks and Recreation Board recommend moving the draft fee schedule and the proposed fee reduction program forward to formal 45-day public comment for final consideration of fee and policy adoption in June of 2023, based upon the following policy direction questions:

SUGGESTED MOTION

Town of Jackson:
I move to support Teton County/Jackson Parks and Recreation Department to begin the Teton County 45-day public comment period for the proposed FY24/24 Recreation Center Fee Schedule and Fee Discount Program as discussed.

Teton County:
I move to authorize Teton County/Jackson Parks and Recreation Department to begin the 45-day public comment period for the proposed FY24/24 Recreation Center Fee Schedule and Fee Discount Program as discussed.

FY24/25 FEES

Code	Fee Description	Fee Subset	Fee	Estimated Annual QTY	Estimated Annual Revenue	Projected Discount ***	*FY23 Current Fee (Pool & Gym Only)*
		RECREATION CENTER FEE SCHEDULE- FY25					
601	Annual Pass	Adult 18-64	$840	50	42000	21000	*$405*
		Youth 3-17, 65+ & Active Military	$760	10	7600	3800	*$297*
		Family (max 3)	$1,150	50	57500	28750	*NA*
		Family add-on/child	$200	30	6000	3000	*NA*
					0	0	
602	3-Month Pass (Auto-pay required)/mo.	Adult 18-64	$225	500	112500	56250	*$126*
		Youth 3-17, 65+ & Active Military	$210	100	21000	10500	*$90*
		Family (max 3)	$510	60	30600	15300	*NA*
		Family addon/child	$75	15	1125	562.5	*NA*
602	Monthly Pass (Auto-pay required)/mo.	Adult 18-64	$85	1000	85000	42500	*$45*
		Youth 3-17, 65+ & Active Military	$70	200	14000	7000	*$33*
		Family (max 3)	$180	80	14400	7200	*NA*
		Family addon/child	$30	15	450	225	*NA*
603	Day-use, Single Entry	Under 3	Free		0		*Free*
		Youth 3-10	$8	5000	40000		*$5*
		Youth 11-17	$15	10000	150000		*$5*
		Adult 18-64	$22	15000	330000		*$7*
		Active Ager 65+ & Active Military	$17	8000	136000		*$5*
604	10 - Punch Card	Youth 11-17	$130	250	32500		*$25*
		Adult 18-64	$190	500	95000		*$34*
		Active Ager 65+ & Active Military	$150	250	37500		*$24*
606	Facility Rental- Meeting Room	By the Hour	$45	45	2025		*$20*
		By the Day	$250	12	3000		*NA*
606	Facility Rental- Aquatic Party Room (2 hour block)	10 youth/2 adults w/swim	$80	160	12800		*$50*
		Additional Child	$7	30	210		*$5*
606	Facility Rental- 1/2 Gymnasium	2 hour block, Youth Non-profit*	$125	24	3000		*$30*
		2 hour block, Adult	$175	15	2625		*$60*
		Full-day, Youth Non-profit*	$350	6	2100		*NA*
		Full-day, Adult	$485	2	970		*NA*
606	Facility Rental- Full Gymnasium	2 hour block, Youth Non-profit*	$175	24	4200		*$50*
		2 hour block, Adult	$230	10	2300		*$100*
		Full-day, Youth Non-Profit*	$575	8	4600		*NA*
		Full-day, Adult	$825	4	3300		*NA*
606	Facility Rental- Mezzanine Climbing	2 hour block	$275	24	6600		*NA*
	Full Climbing Gym **	2 hour block	$400		400		*NA*
606	Facility Rental- Aquatics Lap Lane/hour	Youth	$14	60	840		*NA*
		Adult	$18	100	1800		*$10*
		Teton County Youth USA WY Swim Clubs	$10		12000		*$5*
606	Thearpy Pool/Hour	Adult	$45	160	7200		*$25*
		Active Ager 65+	$30				*$25*
607	Equipment Rentals- Customer Service Counter	Locker	$1	4000	4000		*NA*
		Towel	$3	4500	13500		*$1*
607	Equipment Rentals- Climbing Gym	Chalk Bag	$5	260	1300		*NA*
		Harness, Youth	$3	10500	31500		*NA*
		Shoes, Youth	$3	4500	13500		*NA*
		Harness, Adult	$6	10500	63000		*NA*
		Shoes, Adult	$6	4500	27000		*NA*
	ESTIMATED FEE REVENUE TOTAL				**1436945**	196087.5	
DROP-IN DAYCARE							
	Single Drop-in (Max 2 hours)	2 to 6 yrs of age	$10	1200	6000		NA
	10 Punch Drop-in (Max 2 hours/punch)	2 to 6 yrs of age	$70.00	480	18000		NA
STAFF	Head Lifeguard	By the Hour	$50	64	3200		$30
	Lifeguard	By the Hour	$40	64	2560		$24
	Front Desk	By the Hour	$40	64	2560		$24
	Slide Attendant	By the Hour	$35				$20
FACILITY	Lap Pool	By the Hour	$135				$80
	Liesure Pool	By the Hour	$100				$60
	Splash Pool	By the Hour	$85				$30
	Aquatic Area **	By the Hour	$400				$100
	Aquatic Area, TC Youth USA WY Swim Club**	By the Hour	$200	32	6400		$100
	Fun Run Inflatable	By the Hour	$85				$40
					38720		

* Youth Non-profit rates require proof of 501C3 status

** Rental of entire Aquatic area, full Lap pool or entire Climbing area requires additional staffing charges per staff hourly rates

*** See Discount Program Policy for terms and eligibility

Comparitors	Adult Pricing	
	mo.	daily
Aspen Rec Center		25
Park City Municipal	70	15
Eagle Climb & fit	85	20
High Alttitude Hailey	80	
Wood River YMCA	75	20
Vail Raquet Club	115	
Vail Fit	108	
JH Fitness	85	20
White Buffalo	95	
Spot Boulder Climbing	89	25
Boulder Rock Club	81	25
Steamboat climbing	75	17
Momentum SLC		22
The Front SLC		29
Rock Gym Rexburg	52	15
edge climbing idaho falls	75	18
commons climbing boise	74	18
asana climbing boise	80	17
Boise YMCA	46	13.25
elvation climbing logan	94	19
glenwood springs rec center	100	13
Movement Climb and Fit Golden	91	26
Bend Rock Gym	95	22
Blue Granite Lake Tahoe	70	22
Spire Climb and Fit Bozeman	79	20
ascent climb and fit ft collins	83	23
Whetstone Climbing ft collins	79	20
	80.5	20 Median

Discount Program		60%	30%
	MFI	0-50%	50-80%

Median Family Income/TCHD Rules and Regulations Affordibility Ranges

Note: Eligibilty requires proof of residency within 70 miles

REDUCED FEE PROGRAM

Did you know the Teton County/Jackson Parks and Recreation Department offers reduced fees for income-qualified participants? The goal of the reduced fee program is to minimize financial barriers for low and moderate income residents to participate in programs and access facility amenities.

WHO CAN APPLY?

Those with demonstrated financial need who are full-time residents within 70 miles of Teton County Wyoming.

HOW CAN YOU APPLY?

Utilizing the QR code or website link posted at the Teton County/Jackson Recreation & Wellness Center or on the Department's website, complete the application through our third-party verification partner. Discounts will be automatically applied to household accounts through December 31st of the current year. Participants will be required to re-apply annual to maintain discounts.

WHAT ARE THE BENEFITS?

- Discounted access to the Teton County/Jackson Recreation & Wellness Center through annual memberships and automatic payment 3-month or monthly passes.
- Discounted program fees for youth afterschool and summer camp programs.
- Discounted program fees for youth group swim lessons.

WHICH INCOME RANGE ARE YOU?

	Tier 1	Tier 2
How many in your household	0-50% of MFI	50-80% of MFI
[One]	[$43,050]	[$68,880]
[Two]	[$49,200]	[$78,720]
[Three]	[$55,350]	[$88,560]
[Four]	[$61,500]	[$98,400]
[Five]	[$66,420]	[$106,272]
[Six]	[$71,340]	[$114,144]
[Seven+]	[$76,260]	[$122,016]

Note: MFI = Median Family Income for Teton County, Wyoming

WHAT IS THE DISCOUNTED RATE PER TIER?

Tier 1	Tier 2
60%	30%

Note: Payment in full required for discounted purchases

WHAT IS REQUIRED FOR INCOME AND RESIDENCY VERIFICATION?

Income	AND Residency
- Most Recent Tax Return *(Total Household Income and Dependents)*	- Utility bill in your name or Three pieces of mail with your name and address

REDUCED FEE PROGRAM APPLICATION

Apply for: ___ Self only ___ Household ___Children under 18 only

Name ____

Date of Birth ______________________________ Gender (optional) _____________________________________

Address ____

Phone ________________________________ Email ____

Name of contact information of person assisting with application, if applicable

---

Additional house members applying for discount benefit

	Name	Date of Birth	Relationship	Gender	Grade
1.	________________________	___________________	____________________	____________	___________
2.	________________________	___________________	____________________	____________	___________
3.	________________________	___________________	____________________	____________	___________
4.	________________________	___________________	____________________	____________	___________
5.	________________________	___________________	____________________	____________	___________
6.	________________________	___________________	____________________	____________	___________
7.	________________________	___________________	____________________	____________	___________

VERIFICATION

Income:

____ Most Recent Tax Return
(Total Household Income and Dependents)
OR

Approved Proof of State or Federal Assistance

AND Residency

____ Utility Bill with name and address

OR

____ Three pieces of Mail with your name and address

Primary Applicant Signature (Adult Age 18+) Date

I verify the information stated on this application is true

Applicants must provide one of the following materials for proof of income.

- Proof of current State or Federal Assistance, including but not limited to:
    - Medicaid (we do not accept copies of Medicaid cards as proof of coverage)
    - SNAP (Supplementary Nutrition Assistance Program)
    - SSI (Supplementary Security Income)
    - SSDI (Social Security Disability Income)
    - Foster Care
- Social Security
    - If Social Security is the only form of income and not tax return is filed, you can submit a copy of your most recent FORM SSA-1099 or SSA-1042, this is the only acceptable proof of Social Security income.
- Tax Return
    - A copy of your most recent tax return (Form 1040)

How and when will I be notified if I qualify for the Reduced Fee Program?

- Once your application has been submitted, processing will take 7-10 business days. You will be notified of reduced fee eligibility via email.

CORPORARATE MEMBERSHIP PROGRAM

Healthy, happy people are good employees. Working parents need quality, safe childcare they feel good about. A well-rounded benefits package, one that includes a Teton County/Jackson Recreation & Wellness Center membership is attractive to current and potential employees.

An estimated 25-30% of companies' medical costs per year were spent on employees with excess, often preventable, health risks. Other benefits that companies see include:

- Increased morale
- Increased Productivity and retention
- Decreased absenteeism
- Reduced health care costs

CORPORATE MEMBERSHIP PLANS

Partnering with TCJPR can help improve your employees' well-being. We offer an employee wellness program with multiple options.

Option 1- Employees receive a 15% reduction in monthly non-reduced cost membership fees when companies promote the Teton County/Jackson Recreation & Wellness Center to their employees. This option requires a minimum of 8 membership sign-ups. These companies will allow the TCJPR onsite at their business once a year to promote memberships, programs and services.

Option 2- Companies willing to subsidize 20% of their employees annual non-reduced cost membership fees, will receive an additional 10% reduction in monthly membership frees from the Center. A 35% discount on monthly fees to your employees. This option requires a minimum of 8 membership sign-ups. These companies will allow TCJPR onsite at their location once a year to promote memberships, programs and services.

Option 3- Companies willing to subsidize 100% of their employees' annual membership fees will receive our largest discount. Companies will receive a 30% discount per employee non-reduced cost annual membership rate.
Additional benefits include:

- Free child watch for family memberships
- 20% discount on fee-based group exercise classes
- Free wellness appointment with a TCJPR Wellness Specialist to discuss achieving each individual's wellness goals

CORPRORARATE SPONSORHIP PROGRAM

OUR MISSION

To serve the community through safe and enjoyable parks and recreation opportunities

OUR VALUES

To be sustainable; Enriching; Inclusive and Leaders

OUR VISION

Through quality of life facilities and services we foster and promote social and cultural engagement, natural resource stewardship, and mental, physical and spiritual healthy lifestyles.

OUR CAUSE

Strengthening community! Every day, we work side-by-side with our neighbors and guests to make sure that everyone, regardless of age, income or background, has the opportunity to learn, grow and thrive.

FIND YOUR PASSION!

Our sponsorship program, aligned with our three pillars of focus, allows you to get more value for your support. When you choose a level in one (or more) of the categories listed below, you receive the benefits for ALL the events and/or programs listed below.

YOUTH DEVELOPMENT

Empowering young people to reach their full potential.

HEALTHY LIVING

Improving individual and community well-being

SOCIAL RESPONSIBILITY

Giving back and inspiring action in our community

LEVELS:

- PLATINUM – $10,000/year
  - Donnor Recognition Plaque (16"x16") on Recreation & Wellness Center Wall for 1-year
- GOLD - $5,000/year
  - Donor Recognition Plaque (10"x10") on Recreation & Wellness Center Wall for 1-year
- SILVER - $2,500/year
- BRONZE - $1,000/year
- COMMUNITY - $500/year

COMMUNITY SUPPORT LEVELS & BENEFITS	Platinum	Gold	Silver	Bronze	Community
Donor Recognition Plaque	x	x			
Company Logo/Name on Facility Monitors	x	x	x		
Company Logo/Name on Program Guide	x	x	x		
Company Logo/Name at Signature Running Events (x2)	x	x	x		
Sponsorship Announcements read during events	4x	2x	1x	1x	
Opportunity to provide promotional items at events	x	x	x	x	
Opportunity to have table at Annual Health Fair	x	x	x	x	
Company Logo/Name with link on Dept. Website	x	x	x	x	x

TETON COUNTY – TOWN OF JACKSON WELLNESS PROGRAM

Healthy, happy people are good employees. A well-rounded benefits package, one that includes a Teton County/Jackson Recreation & Wellness Center monthly membership is attractive to current and potential employees.

An estimated 25-30% of companies' medical costs per year were spent on employees with excess, often preventable, health risks. Other benefits that the employer can see include:

- Increased morale
- Increased Productivity and retention
- Decreased absenteeism
- Reduced health care costs

The Teton County – Town of Jackson Wellness Program provides discounted access to all Full-time and Part-time benefited employees at **60%** off monthly adult rates. In addition, for all Full-time benefited employees, their spouse can also receive **30%** off monthly adult rates.

Employees will be eligible to opt-in to the discount program annually at open enrollment or at time of initial hire. Employees are eligible to make changes to program participation annually during open enrollment period only.

By participating in the program, the employee will receive the following:

- Access to base facility use (Aquatics, Climbing & Fitness)
- Automatic monthly deduction from paycheck for membership
- 15% discount on fee-based group exercise classes
- Free wellness screening per year during open enrollment with a TCJPR wellness specialist partner.
- Free access to one TCJPR running event.
- For full-time benefited employees, two family day passes per year for drop-in day use for their entire dependent family, and for part-time benefited employees one family day pass per year for drop-in day use for the entire dependent family.

REVENUE & EXPENSE SUMMARY

EXPENSE	Description	FY 24 Request	FY 25 Request
19-4-019-100-003	Rec Center Salaries	1,449,102	2,035,613
19-4-019-151-000	FICA	110,856	155,274
19-4-019-152-000	Health Insurance	346,858	459,120
19-4-019-153-000	Retirement	164,622	221,817
19-4-019-154-000	Worker's Compensation	25,794	36,234
19-4-019-155-000	Employees Share	1,763	2,367
19-4-019-230-000	Bank Charges	0	0
19-4-019-300-000	Recreation Center Operations	347,380	474668
19-4-019-300-310	Travel	14000	16777
19-4-019-300-320	Training	6000	8263
19-4-019-300-330	Dues	1040	1040
19-4-019-300-400	Maintenance	178972	319,692
19-4-019-300-500	Supplies	99450	99450
19-4-019-300-800	Small Capital	22300	1800
	Discount on Fees	30817	196,087
EXPENSE TOTAL		**$2,798,954**	**$4,028,202**

REVENUE	Descritption	FY 24 Request	FY 25 Request
19-3-601-000-000	Annual Pass	2262	113100
19-3-602-000-000	Monthly Pass	55,815	279075
19-3-603-000-000	Day Use Fees	131200	656,000
19-3-604-000-000	Punch Cards	33000	165,000
19-3-606-000-000	Facility Fees	21738	108690
19-3-607-000-000	Equipment Rental	30760	153800
19-3-608-000-000	Retail Sales	16111	23268
19-3-610-000-000	Concession Sales	1242	4955
	RC Program Fees	101320	288970
19-3-613-000-000	Grants/Scholarships	2500	38384
19-3-614-000-001	Donated Funds	1000	5000
19-3-617-000-000	Sponsorships	5000	25000
19-3-689-000-000	Misc. Revenue		
REVENUE TOTAL		**$401,948**	**$1,861,242**

	Operations Cost/SF	% Cost Recovery	General Fund Cost	% Cost Recovery with Discount	General Fund Cost with Discount
Proposed FY25	$26.63/$29.28	48.6%	1,970,873	46.2%	2,166,960
Projected FY24			2,366,189		2,397,006
Current FY23	$44.28	18.0%	1,416,996		

Increased General Fund Cost from FY23 to FY24 ***949,193*** ***980,010***

Increased General Fund Cost from FY23 to FY25 ***553,877*** ***749,964***

TC - 54% **$529,205**

TOJ - 46% **$450,805**

TC - 54% **$404,980**

TOJ - 46% **$344,983**