

Special Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

June 3, 2019

1:30 PM

Town Council Chambers

Chair: Mayor Muldoon

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

I. CALL TO ORDER AND ROLL CALL

II. PUBLIC COMMENT

This section of the agenda is reserved for public comment on items that are not on today's agenda.

III. CONSENT CALENDAR

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

A. Meeting Minutes

1. May 6, 2019 regular JIM
2. May 13, 2019 special JIM

IV. DISCUSSION/ACTION ITEMS

A. 1:30 - 3:00 PM:

1. SPET Process and Projects Discussion (Larry Pardee & Alyssa Watkins, 90 Minutes)
No public comment will be taken during this time, a future meeting will be held including public comment.

B. 3:00 - 5:00 PM:

1. Growth Management Plan Scope of Work and Contract Award (Tyler Sinclair, 30 Minutes)
2. Melody Ranch Townhomes Roof Failure (Stacy Stoker, 60 Minutes)
3. Amendment to the Integrated Transportation Work Plan (Tyler Sinclair, 10 Minutes)

V. PROPOSED AGENDA ITEMS FOR UPCOMING JIMs

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

- A. 7/1 Housing Rules and Regulations Clean-Up (April Norton, 60 Minutes)
- B. 7/1 SPET Resolution (Larry Pardee & Alyssa Watkins, 30 Minutes)
- C. 7/1 Jurisdiction One-Half Mile Outside Town's Corporate Limit (Lea C., 30 Minutes)
- D. 8/5 Parks & Recreation Work Plan (Steve Ashworth, 20 Minutes)

VI. 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 - UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

MAY 6, 2019

JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in a regular joint information meeting (JIM) located in the Council Chambers located at Town Hall, 150 East Pearl at 1:30 P.M. Upon roll call the following were present:

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

COUNTY COMMISSIONERS: Chair Natalia Macker, Mark Newcomb, Mark Barron, and Luther Propst. Greg Epstein joined the meeting at 2:12 p.m.

STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen Davis, Lea Colasuonno, Tyler Sinclair, Darren Brugmann, Jeff Deal, Todd Smith, Roger Schultz, Michelle Weber, April Norton, Alyssa Watkins, Sherry Daigle, Keith Gingery, Steve Westbay, Kristi Malone, Heather Overholser, Amy Ramage, and Sandy Birdyshaw.

The honorable Senator Mike Gierau and Senator Ogden Driskill were in attendance.

Public Comment. None.

Consent Calendar. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve items A-C on the consent calendar as presented. On behalf of the County, a motion was made by Mark Newcomb and seconded by Mark Barron to approve items A-C on the consent calendar as presented.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the April 8, 2019 regular JIM and special JIM meetings on April 23 (as revised), April 24, and April 25, 2019 as presented.
- B. **Award of Contract for Consulting Services for START 2020-2025 Route Plan.** To award the START 2020-2025 Route Plan contract to LSC Transportation Consultants, Inc. for an amount not to exceed \$97,840, and direct staff to bring the contract back to the Town Council for approval.
- C. **Fiscal Year 2020 Budgets for the Energy Conservation Works Board.** To approve budget as presented for the Energy Conservation Works.

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

Fiscal Year 2020 Budgets for the Jackson Hole Airport Board. Airport Director Jim Elwood made comment and answered questions.

On behalf of the County, a motion was made by Mark Barron and seconded by Mark Newcomb to approve budget as presented for the Jackson Hole Airport Board. The vote showed 0-4 in favor, with Greg Epstein absent. The motion carried for the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve budget as presented for the Jackson Hole Airport Board. The vote showed all in favor and the motion carried for the Town.

Fiscal Year 2020 Budgets for the Jackson Hole Travel and Tourism Board. Kate Sollitt, Executive Director, and Board Members Erik Dombroski, and Brian Gallagher made comment and answered questions.

Greg Epstein arrived at 2:12 p.m. Public comment was given by Bob Culver.

On behalf of the County, a motion was made by Mark Barron and seconded by Luther Propst to approve budgets as presented for the Jackson Hole Travel and Tourism Board. The vote showed 4-1 in favor, with Newcomb opposed. The motion carried for the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve budgets as presented for the Jackson Hole Travel and Tourism Board. The vote showed 4-1 in favor with Stanford opposed. The motion carried for the Town.

Extraterritorial Law Enforcement Memorandum of Understanding (MOU). Keith Gingery and John Graham made staff comment.

On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Barron to approve the Memorandum of Understanding Regarding Extraterritorial Law Enforcement of the Town of Jackson. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the Memorandum of Understanding Regarding Extraterritorial Law Enforcement of the Town of Jackson. The vote showed all in favor and the motion carried for the Town.

Annual Indicator Report and Implementation Work Plan MSC2019-0010/P19-020. Tyler Sinclair, Steve Westbay, and Keith Gingery made staff comment.

On behalf of the County, a motion was made by Mark Newcomb and seconded by Greg Epstein to approve the FY20 Implementation Work Plan dated February 28, 2019, subject to the changes identified by the Council and Board: The Town Work Plan as presented. For the County, the LDR Clean-Up. For the joint effort, a locational Growth Management Plan to be prioritized and achieved expediently as possible. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the FY20 Implementation Work Plan dated February 28, 2019, subject to the changes identified by the Council and Board: The Town Work Plan as presented. For the County, the LDR Clean-Up. For the joint effort, a locational Growth Management Plan to be prioritized and achieved expediently as possible. The vote showed all in favor and the motion carried for the Town.

Development Partner Selection for 440 West Kelly Housing Project. April Norton made staff comment on the process to date. On February 5th a Request for Proposals (RFP) was released based on previous direction from the Board and Council. Three responses to the RFP were received and reviewed by the Housing Supply Board. Two finalists were chosen: United Development Solutions (UDS) and Roller Development and Tack Development (Roller/Tack).

Chris Lee of Design Associates Architects made comment on behalf of the United Development Solutions LLC (UDC) RFP. Ruben Caldwell of Tack Development made comment on behalf of the J. Roller Development + Tack Development RFP.

Public comment was given by: Perri Stern, Dick and Sandy Shuptrine, Bruce Hawtin, Michael Stern, Dick Greig, Matt Faupel, Lou Absey of 435 W Karns and read comments from Bridger Call, Dan Peterson, and Christine Karns May.

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

On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Newcomb to continue this item to the next available meeting. Chair Macker called for the vote. The vote showed all in favor and the motion carried for the County.

SPET Process and Discussion. This item was continued to a next available meeting.

On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Arne Jorgensen to continue this item to a next available meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried for the Town.

On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Barron to continue this item to a next available meeting. Chair Macker called for the vote. The vote showed all in favor and the motion carried for the County.

Appointments to START Board and Pathways Taskforce. This item was continued to a next available meeting. No motions were made.

Adjourn. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn the meeting to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). The vote showed all in favor and the motion carried for the Town.

On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Newcomb to adjourn the meeting. The vote showed all in favor and the motion carried for the County. The meeting adjourned at 5:11 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: May 15, 2019

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

May 13, 2019

JACKSON, WYOMING

The Teton County Commissioners met in conjunction with Jackson Town Council in a special session in the County Commissioners Chambers at 200 South Willow Street at 1:34pm. The purpose of this meeting was to select a development partner for 440 West Kelly Housing Project, discuss the SPET process, review budget submissions from joint departments, and appoint applicants for the following joint boards: START Board and Pathways Taskforce. Upon roll call the following were found to be present:

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

TOWN COUNCIL: Mayor Pete Muldoon, Arne Jorgensen, Jim Stanford and Hailey Morton-Levinson. Jonathan Schechter arrived at 1:36 p.m.

Development Partner Selection for 440 West Kelly Housing Project.

On behalf of the Town, a motion was made by Councilman Morton-Levinson and seconded by Councilman Jorgensen to direct and authorize the Jackson/Teton County Housing Authority to select Roller Development and Tack Development to develop housing at 440 W. Kelly Avenue, further direct staff to work with Roller Development and Tack Development to bring two designs back to the Council and Board for consideration prior to executing the Development Agreement and Ground Lease. The first design should include 16 units as proposed and the second design should include a minimum of 12 units. Both designs should reflect an enhanced streetscape, further direct staff to draft a Development Agreement and Ground Lease that will be provided to the Town Council and Board of County Commissioners for review and approval by September 2, 2019. The Development Agreement and Ground Lease shall include:

1. HOA budget and rules and regulations. Developer must work with housing department staff and a local property management firm to develop HOA rules and regulations and a budget that includes a capital reserve.
2. Revised streetscape and design drawings. Developer must work with housing and planning department staff and Design Review Committee to enhance the streetscape. Design drawings must be provided to housing department staff by August 15, 2019.
3. Guaranteed Maximum Price agreement.
4. Deed restriction(s) for the units. The Workforce Ownership deed restriction template must be used.
5. Developer must receive approval from the Town of Jackson Design Review Committee and Town Planning Department before applying for a building permit.

On behalf of the Town, a second motion was made by Councilman Stanford and seconded by Councilman Schechter to amend the Town's motion to include a minimum of 10 units. Mayor Muldoon called for the vote and the motion failed 1-4 with Stanford in favor, and Muldoon, Morton-Levinson, Jorgensen and Schechter opposed.

April Norton, Housing Director, discussed the constraints of staff and the developer to add a 10 unit option in the design.

Mayor Muldoon called for a vote on the original motion. The vote showed all in favor and the motion passed.

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to direct and authorize the Jackson/Teton County Housing Authority to select Roller Development and Tack Development to develop housing at 440 W. Kelly Avenue, further direct staff to work with Roller Development and Tack Development to bring two designs back to the Council and Board for consideration prior to executing the Development Agreement and Ground Lease. The first design should include 16 units as proposed and the second design should include a minimum of 12 units. Both designs should reflect an enhanced streetscape, further direct staff to draft a Development Agreement and Ground Lease that will be provided to the Town Council and Board of County Commissioners for review and approval by September 2, 2019. The Development Agreement and Ground Lease shall include:

1. HOA budget and rules and regulations. Developer must work with housing department staff and a local property management firm to develop HOA rules and regulations and a budget that includes a capital reserve.
2. Revised streetscape and design drawings. Developer must work with housing and planning department staff and Design Review Committee to enhance the streetscape. Design drawings must be provided to housing department staff by August 15, 2019.
3. Guaranteed Maximum Price agreement.
4. Deed restriction(s) for the units. The Workforce Ownership deed restriction template must be used.
5. Developer must receive approval from the Town of Jackson Design Review Committee and Town Planning Department before applying for a building permit.

Chair Macker called for a vote. The vote showed all in favor and the motion passed 3-2 with Commissioner Barron and Commissioner Propst opposed.

SPET Process and Discussion.

Larry Pardee, Town Administrator and Alyssa Watkins, Teton County Administrator presented to the Joint Board for consideration SPET initiatives to be placed on the ballot.

Commissioner Barron left the meeting at 2:24pm and returned to the meeting at 2:28pm.

Keith Gingery, Teton County Attorney, discussed with the Board the process of choosing SPET propositions, deciding the process of selecting the propositions, and deciding what happens to surplus funds, and an explanation of how the process has been done in the past.

Steve Ashworth, clarified to the Board that the lower amount of the Recreation Center Expansion contains only Phase 2 and the higher amount contains Phases 2 and 3.

Heather Overholser, Public Works Director, discussed the number and locations of possible wildlife crossings and pathway underpasses.

Commissioner Propst left the meeting at 2:56pm and returned at 2:58pm.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to direct staff to bring forward the specific ongoing fiscal and staff impacts related to operation and maintenance expenses for each project once completed as well as during construction/acquisition and continue the discussion to the June JIM with the intention of giving direction at the June JIM to develop ballot language for consideration at the July JIM as discussed here today. Chair Macker called for a vote. The vote showed all in favor and the motion passed.

On behalf of the Town, a motion was made by Councilwoman Morton-Levinson and seconded by Councilman Schechter to direct staff to bring forward the specific ongoing fiscal and staff impacts

related to operation and maintenance expenses for each project once completed as well as during construction/acquisition and continue the discussion to the June JIM with the intention of giving direction at the June JIM to develop ballot language for consideration at the July JIM as discussed here today. Mayor Muldoon called for a vote. The vote showed all in favor and the motion passed.

No public comment was taken, a future meeting will be held to include public comment.

The meeting recessed at 3:15 p.m. and reconvened at 3:22 p.m.

Joint Department Budget Review and Discussion.

- A. START Program. Darren Brugmann, START Director, Seadar Rose Davis, START Board Vice-Chair, and Larry Pardee, Town Administrator
- B. Jackson Hole Fire/EMS. Chief Brady Hansen, Fire Chief
- C. Housing Department. April Norton, Housing Director
- D. Jackson Hole Community Pathways. Heather Overholser, Director of Public Works and Brian Schilling, Pathways and Trail Program Coordinator

Joint Executive Session.

At 4:40 p.m., on behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Barron to enter executive session for the purpose of appointing board members. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

At 4:41 p.m., on behalf of the Town, a motion was made by Mayor Muldoon and seconded by Councilwoman Morton-Levinson to enter executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Muldoon called for a vote. The vote showed all in favor and the motion passed.

At 4:42 p.m., Councilwoman Morton-Levinson and Councilman Stanford left the meeting.

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

Council present: Pete Muldoon, Arne Jorgensen, Jonathan Schechter

Staff: Alyssa Watkins, Larry Pardee Kellie Dickerson

At 4:54 p.m., a motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn from executive session. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried. No action was taken.

Mayor Muldoon reconvened the Town's public meeting.

Appointments for Joint Volunteer Boards.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Propst to appoint Tom Crowell and John Wright to the Pathways Taskforce to fulfill unexpired terms ending 1/31/2020. Chair Macker called for a vote. The vote showed all in favor and the motion passed.

On behalf of the Town, a motion was made by Councilman Jorgensen and seconded by Councilman Schechter to appoint Tom Crowell and John Wright to the Pathways Taskforce to fulfill unexpired terms ending 1/31/2020. Mayor Muldoon called for a vote. The vote showed all in favor and the motion passed 3-0, with Morton Levinson and Stanford absent.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Propst to appoint Brett Simic to the START Board to fulfill and expired term ending 12/31/2019. Mayor Muldoon called for a vote. The vote showed all in favor and the motion passed.

On behalf of the Town, a motion was made by Councilman Jorgensen and seconded by Councilman Schechter to appoint Brett Simic to the START Board to fulfill and expired term ending 12/31/2019. Mayor Muldoon called for a vote. The vote showed all in favor and the motion passed 3-0, with Morton Levinson and Stanford absent.

Adjourn.

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

On behalf of the Town, a motion was made by Councilman Jorgensen and seconded by Councilman Schechter to adjourn the meeting. Mayor Muldoon called for a vote. The vote showed all in favor and the motion passed 3-0, with Morton Levinson and Stanford absent. The meeting adjourned at 4:58pm.

Respectfully submitted: ked

TETON COUNTY BOARD OF COMMISSIONERS

Natalia D. Macker, Chair

Greg Epstein, Vice-Chair

Mark Barron

Mark Newcomb

ATTEST:

Luther Propst

Sherry L. Daigle, County Clerk



JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Larry Pardee & Alyssa Watkins

MEETING DATE: June 3, 2019 **rev. 5/31**

SUBJECT: Specific Purpose Excise Tax (SPET) Process and Discussion

STATEMENT/PURPOSE

The Town Council and County Commission jointly decide on SPET initiatives to be placed on the ballot.

BACKGROUND/ALTERNATIVES

At the March 4, 2019 retreat, staff was directed to bring back a recommendation on a 'stop gap' or 'carry-over' SPET initiative(s) for a special election on November 5, 2019. In order to accomplish this, the ballot resolution language would need to be provided to the Teton County Clerk no later than Wednesday, July 17, 2019.

Staff heard that the Council and Commission were interested in proposing initiatives that would extend the current 1% SPET for a period of two years and that they were interested in Town and County internal projects. The Town Council and County Commission can certainly discuss whether that is still the intent or whether they would like to discuss other options. As noted at the JIM retreat, a 1% SPET brings in approximately \$15M/year.

At the May JIM the Council and Commission requested that one page summaries be presented on each of the internal projects from the Town and County. Those one page summaries are attached to this staff report and the list of projects is below.

Teton County Sponsored Potential SPET Projects - 2019 Ballot		
Priority	Project Name	Amount
1	Teton County/Jackson Recreation Center Expansion and Renovation, Community Climbing Gym, King Street Extension and Stormwater Treatment	\$22,000,000
2	Teton County "Road to Zero Waste" Infrastructure	\$2,500,000
3	Jackson Hole Fire/EMS Wildland Fire Apparatus	\$1,600,000
4	Teton County Courthouse Improvements	\$36,000,000 or \$60,000,000
5	Teton County Wildlife Crossings	\$15,000,000
6	Highways 22/390 Community Priorities Improvements (transit/bike/ped improvements)	\$7,500,000
7	Teton County Fairgrounds Land Purchase	\$4,500,000
	Total	\$89,100,000 - \$113,100,000

Town of Jackson Sponsored Potential SPET Projects - 2019 Ballot		
Priority	Project Name	Amount
1	Community Housing Opportunity Funds	\$5,500,000
2	Core Services Vehicle Maintenance Facility	15,975,550
3	Gregory Lane - Safe Routes to School and Related Infrastructure	10,593,460
4	Winter Street Mobility and Snow Storage	7,500,000
5	Downtown Water Quality Improvement Infrastructure	3,450,000
6	Community Park and Ride	3,750,000
7	Community Restrooms	3,875,000
	Total	50,644,010

Decision Points for Consideration

- Discussion of a more predictable election cycle for future SPET initiatives once this current slate of projects has been determined and acted on.
- Bundle some, all, or none of the individual initiatives.
- Placing a project(s) totaling \$30M on the ballot or totaling more than \$30M.
- Confirm whether there is interest in approximately 2 years of collections or more years of collections.
- Propose a 1% SPET or increase to a 2% SPET
- Which projects to put forward to the voters for consideration.

The Council and Commission have many options available to them.

1. Discuss the initiatives proposed by staff and direct staff to bring forward a resolution that contains one SPET ballot question with X, X, X, X, and X bundled into one question for consideration at the July 1 JIM.
2. Discuss the initiatives proposed by staff and continue that discussion to the July 1 JIM with the understanding that an additional special JIM will be set prior to the July 17 deadline of submittal to the County Clerk.
3. Direct staff to bring forward more detailed information on each of the initiatives on the list.
4. Direct staff to bring forward additional initiatives not on the list.
5. Take no action.
6. Continue the discussion to a special meeting prior to the July 1 JIM.
7. Other.

COMPREHENSIVE PLAN ALIGNMENT

Section 8 of the Comprehensive Plan discusses the need for timely, efficient, safe delivery of quality services and facilities in a fiscally responsible and coordinated manner. Many of the initiatives listed in the staff report directly improve or maintain the current core services provided by the Town and County. Working together to discuss needs between the Town and County is important to maintain coordinated service delivery. Some individual initiatives also address transportation, housing, renewable energy, and environmental protection – all of which are key components in the Comprehensive Plan.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the Town and County organizations that would construct and own these projects, Town and County employees involved in the departments associated with these projects, the residents and guests of the community that would pay this excise tax and would also benefit from the improvements and amenities provided with the tax, and everyone that would benefit from environmental protections in our unique area.

FISCAL IMPACT

The fiscal impact of each SPET capital initiative is listed above. However, with each successful SPET capital initiative, awareness is needed regarding the significant ongoing operation and maintenance expenses that will accompany each project that may also include increased staffing costs.

STAFF IMPACT

The staff impact of each individual initiative varies. Some will have significant ongoing staff impacts related to operation and maintenance and may involve increased staffing.

LEGAL REVIEW

Not applicable at this time. The Town and County Attorneys will be asked to provide legal advice on ballot language as needed.

ATTACHMENTS

Summaries for each initiative listed for the Town and County.

RECOMMENDATION

Staff recommends the Council and Commission Discuss the initiatives proposed by staff and continue that discussion to the July 1 JIM with the understanding that an additional special JIM will be set prior to the July 17 deadline of submittal to the County Clerk.

SUGGESTED MOTION

Should the Council and Commission be ready to take action, one possible motion would be:

I move to direct staff to bring forward the specific ongoing fiscal and staff impacts related to operation and maintenance expenses for each project once completed as well as during construction/acquisition and continue the discussion to the June JIM with the intention of giving direction at the June JIM to develop ballot language for consideration at the July JIM.

2019 SPET Proposition Summary

Proposition: Update / Replace Jackson Hole Fire/EMS wildland firefighting engines.

Brief Summary:

Jackson Hole Fire/EMS would like to retire our current fleet of military surplus chassis that have been modified to serve as wildland fire apparatus and replace them with new wildland fire apparatus that are safer, more capable, and able to be properly maintained following current over-the-road safety standards. The JH Fire/EMS fleet has 6 wildland fire engines in total. One was replaced in FY18 and one will be replaced in FY20. This proposition seeks to replace the remaining four as SPET funding is received.

This plan to replace our wildland vehicles directly supports Jackson Hole Fire/EMS' ability to defend our community against wildland fire. Our current fleet cannot be operated by many of our volunteer firefighters who lack the strength or knowledge to drive these old manual steering, manual transmission, commercial vehicles. Additionally, the vehicles cannot be driven over Teton Pass due to safety concerns, primarily related to the braking system. We also cannot operate with a full tank of water as the trucks would be overweight.

Jackson Hole Fire/EMS is responsible to protect our community against the risk of fire. Replacing the old vehicles will have a very significant improvement in our wildland fire capability. The new vehicles will be more reliable, quicker to respond, far safer in steep terrain and on steep roads, and able to carry more water.

Funding Explanation:

The cost for this project was estimated based on contacting current vendors, who supplied an approximate cost of \$400,000 per engine. There is not an alternative funding source outside of direct Town/County funding. There is no funding for the sale of our current military surplus vehicles as we do not own them; they are on loan to us through Federal Excess Property Program (FEPP).

Operation, Repair, Maintenance Costs:

This project is to replace our current fleet of wildland vehicles, which ranges from circa 1970 to 1985. Our mechanic has a very difficult time getting parts to maintain the vehicles. New vehicles would add considerable safety and functionality and reduce vehicle operations, repair, and maintenance costs.

Alignment with Comprehensive Plan:

Common Value 3-26, Quality Community Service Provision. "The community relies on the efficient, timely, and safe delivery of critical utilities and services, such as police, fire protection, emergency medical treatment, and water and sewer services. Residents, visitors and businesses expect local government to provide these services year-round and take appropriate and reasonable steps to prepare for critical service delivery in times of emergency"

Common Value 1-2, Stewardship of Wildlife, Natural Resources and Scenery. "With this Plan, the community recommits to our legacy of responsible Ecosystem Stewardship to ensure that the abundant wildlife, quality natural resources and scenery, open space, and climate that we experience today last long into the future."

Draft Ballot Language: Jackson Hole Fire/EMS Wildland Fire Apparatus

\$1,600,000 for the purpose of purchasing four wildland firefighting engines. This project is sponsored by Teton County.

2019 SPET Proposition Summary

Proposition: Teton County “Road to Zero Waste” Infrastructure

Brief Summary: Teton County is on the Road to Zero Waste. In 2014, the Teton County Commission, and in 2015, the Town Council, signed resolutions declaring an initial goal of 60% waste diversion from landfill by 2030. The current waste diversion rate is 34%. In order to achieve the goal, improved infrastructure is necessary to offer expanded, efficient and convenient public services.

Funding Explanation: The amount for this proposed 2019 SPET ballot item is \$2.5 million and includes:

- Recycle Center Residential Recycling Area Improvements - \$400,000 (basis - recent bid + annual inflation). Includes an outdoor, covered, screened area for residential bins on the west side of the recycling center. This will allow bins that are currently inside to be moved outside, opening space on the floor for a sort system.
- Sort System for Recycle Center - \$1,400,000 (basis - quotes + annual inflation). A semi-automated sort system is a system of conveyors and separators that will allow ISWR to accept and sort partially commingled materials. It will reduce the number of “sorts” required by the public, increasing convenience and participation in the recycling program, and allowing for more widespread curbside collection. This system will also minimize the need for increased manual labor as volumes increase over time, saving time and money, as well as reducing workplace hazards.
- Food Waste Sorting Equipment for Compost Facility - \$350,000 (basis - quote + annual inflation). Contamination (i.e. trash) in food waste tends to be high, is challenging to remove and results in an inferior compost product. Without a high-quality finished product, a food waste composting program is not viable. Automated equipment to remove contaminants from food waste will allow for a more efficient sorting process, greater safety for operators, less rejection of loads, and a cleaner, higher-quality end product.
- Truck Scale at Recycle Center - \$350,000 (basis - quotes + annual inflation). A truck scale will be used to weigh vehicle as they enter/exit. This will allow ISWR to provide weights of materials to customers. It will increase efficiency in weighing commodities on site and accurately collecting and tracking data.

Operation, Repair, Maintenance Costs:

- Recycle Center Residential Recycling Improvements: Minimal additional maintenance and operational costs
- Sort system for Recycle Center: One FTE for all facility and equipment maintenance (\$60,000 including benefits) or contracted maintenance vendor; Additional electricity costs (tbd with system design); and, Potential for additional revenue from sales of new recyclable commodities.
- Food Waste Sorting Infrastructure: Annual management costs through compost contractor = \$5.57 per ton + 3% annual escalator
- Truck Scale at Recycle Center: Annual scale maintenance contract = \$5,600 per year

Alignment with Comprehensive Plan: Ecosystem Stewardship (CV-1), Section 2, Principle 2.5.b: Manage our waste stream for sustainability: The community will minimize the amount of solid waste it directs to landfills with a goal of “zero waste” by increasing efforts such as recycling and composting of waste... The community will increase opportunities for recycling, reuse, and composting and seek productive uses for solid waste such as waste-to-energy solutions to minimize the solid waste that must be placed in a landfill.”

Draft Ballot Language: \$2,500,000 for the funding of planning, design, engineering, and construction of waste diversion, recycling and composting infrastructure and equipment at the Teton County Recycling Center, Teton County Trash Transfer Station and the Teton County Compost Facility; specifically Recycling Center improvements, a sorting system for the Recycling Center, Food waste sorting equipment at the Compost Facility, and a truck scale at the Recycling Center. Teton County is the sponsor of this proposition.

2019 SPET Proposition Summary

Proposition: Teton County/Jackson Recreation Center Expansion and Renovation, Community Climbing Gym, King Street Extension and Stormwater Treatment

Brief Summary: Under the agency management of the Teton County/Jackson Parks and Recreation Department, the proposition project is phase 2 and 3 of the Recreation Center Expansion and Renovation. Building off the 2017 SPET that renovated locker rooms, lobby, administrative offices, and pool features and mechanical, phase 2 and 3 includes substantial changes and expansion to the facility. Additionally, the project incorporates transportation and pathway improvements to King Street Extension, improved facility and downtown parking, stormwater treatment and cache tube enhancements, dedicated ISWR recycling container space and infrastructure for seasonal staff camping. The recreation center expanded features include the following:

- Additional full court gymnasium
- 200-meter elevated indoor walking/running track
- Full-service indoor climbing facility
- Outdoor climbing boulders
- Additional party/activity room
- Drop-in Daycare
- Study/passive lounge
- Expanded meeting/presentation room
- Outdoor aquatic splash pad and expanded deck
- Outdoor multi-purpose sport court
- Expanded dry locker rooms
- Multi-purpose wellness rooms and mezzanine
- Expanded customer circulation and passive space
- Expanded and enhanced ADA access and facilities
- Outdoor public plaza and gathering spaces
- Dedicated bus drop-off
- Exterior building façade repair and metal roof replacement
- Entrance Canopies
- Complete facility fire suppression replacement
- Enhanced exterior pedestrian circulation and landscaping

Funding Explanation: In 2010 the voters approved a SPET ballot measure to fund the analysis and design for the proposed project. The design was completed in 2016 and utilized for phase one funding approved through SPET in 2017. TCJPR has just completed the construction of phase one. The capital funding request for phase two and three are based upon the analysis and recommendations of consultant architects/engineers, General Contractor pricing study, and updates to construction and material costs identified in phase one construction. The project has been substantially vetted for design and cost. Below are the cost breakdowns for each component:

Operation, Repair, Maintenance Costs: The 2010 and 2017 SPET funding for the recreation center focused largely on major repair and maintenance projects to the facility. The completion of these projects provides the department a strong and sustainable infrastructure base for the next 25 years. Incorporated into the phase two and three are abundant energy modifications, utilization of sustainable and energy efficient materials and methods, and base infrastructure for a future photovoltaic system on the expanded roofs.

The ongoing operational costs will be offset by customer revenue. Currently the facility operates at 29% cost recovery, an approximate community subsidy of \$880,000. The cost recovery is through facility rentals, admission fees, and retail/vending sales. The national cost recovery average for public indoor pool facilities without dedicated health and wellness infrastructure is 15%. The expanded facilities identified in the proposition provide the department with the best cost recovery opportunities. Through a detailed analysis and consultant report completed in 2016, The cost recovery associated with the added proposed infrastructure was conservatively calculated at 120%. As a result, the project would provide significant increased opportunities and amenities for our residents and guests, while maintaining or reducing our current community subsidy.

The proposed project has identified staffing increases (offset by revenue) in the most marketable and obtainable sectors. Currently the department struggles the greatest with aquatic staffing. All the proposed aquatic expansion is through the zero-depth splash pad, which does not require lifeguard staffing. Additional staffing is identified in both full-time and part-time in the following areas (estimated 10 FTEs- 2 full-time and the remaining part-time): maintenance technician, climbing facility supervisor, customer service representatives, and programming instructors. As part of the department's 2017 SPET housing project, parks and recreation is currently constructing employee housing comprising of 17 studios and 9 one-bedroom apartments. Additionally, as part of the proposed project, the expanded facility will provide dedicated parking, restrooms, showers and utility hook-ups for 14 seasonal staff recreational campers.

Alignment with Comprehensive Plan:

The project supports all 8 sections of the Teton County/Jackson Comprehensive Plan.

Draft Ballot Language: Teton County/Jackson Recreation Center Expansion and Renovation, Community Climbing Gym, King Street Extension and Stormwater Treatment

\$22,000,000 for the funding of final design, engineering, permitting and construction of necessary capital repair and replacement of existing infrastructure, facility expansion to include additional gymnasium; indoor walking/running track; indoor climbing gym; wellness and fitness opportunities; outdoor aquatics splash pad; general youth to senior recreational amenities; associated building infrastructure; King Street extension; stormwater management systems; and associated site parking, multimodal circulation and landscaping.

This Project is sponsored by Teton County.

2019 SPET Proposition Summary

Proposition: Teton County Courthouse Improvements

Brief Summary: The Teton County Courthouse, located at 180 S. King St., was initially built in 1964. The last major renovation was in 1997. Since 2017, Teton County Facilities Department has undertaken several studies to assess the condition and functionality of the building. Evaluations completed include: a seismic review, an energy audit, a facility condition assessment, a space planning analysis and a security analysis. The studies have concluded that the current structure is aged and unfunctional and in need of significant renovations. Additionally, current space needs exceed the space available and significant security concerns exist. Planning for future needs of the facility would ideally start now in order to make necessary changes before reaching the end of useful life of the existing facility. The two primary options under consideration are renovating the current structure and constructing an addition or constructing an entirely new facility. While the initial vision of this proposition was to secure funds to hire an architect to complete a design plan for the preferred scenario, staff is now recommending consideration of full construction funding. This change is based in part on a recommendation that recently came from the Court Security Committee; that committee is recommending that the Board of County Commissioners consider full construction funding for one of the two options previously described.

Funding Explanation: The amount being proposed is either \$36,000,000 (remodel plus additional) or \$60,000,000 (new facility). This represents the projected costs for planning, design, engineering, and construction.

Operation, Repair, Maintenance Costs: Either option may result in somewhat neutral costs overall. While operational costs may increase with the additional square footage, repair and maintenance costs are expected to decrease.

Alignment with Comprehensive Plan: An energy audit of the Courthouse has revealed that it operates very inefficiently. Energy upgrades will make the facility more energy efficient and sustainable bringing the facility into better alignment with the Ecosystem Stewardship common value (CV-1).

The Courthouse is the working environment for dozens of State and County employees and hosts numerous citizen visitors a day. Providing them with a safe, comfortable, and secure environment is in alignment with the Quality of Life common value (CV-3).

Draft Ballot Language: \$36,000,000 for the purpose of planning, designing, engineering, and construction of improvements to, and an expansion of, the Teton County Courthouse.

OR

\$60,000,000 for the purpose of planning, designing, engineering, and construction of a new Teton County Courthouse facility.

2019 SPET Proposition Summary

Proposition: Teton County Fairgrounds Land Purchase

Brief Summary: Teton County currently has a lease with the Town of Jackson for the Teton County Fairgrounds. The current lease expires in the year 2026. This SPET initiative is the first step in an effort to start the move of the Teton County Fairgrounds before the lease expiration. If approved, this will allow Teton County to purchase land to serve as the future home of the Fairgrounds. Teton County staff will work with a real estate professional to identify potential parcels of interest and bring them to the Board of County Commissioners for consideration. The relocation will allow the Town of Jackson to repurpose the current fairgrounds to its highest and best use.

The existing fairgrounds site is approximately 12 acres, and benefits from the use of an additional leased parcel of land to the south (containing the Exhibit Hall, grassy area, and parking lot), as well considerable amounts of unrestricted public parking on streets in the immediate vicinity and areas surrounding the fairgrounds. The proposal assumes a need for a parcel of land between 15 and 20 acres in size in order to accommodate a fully self-contained fairground.

Funding Explanation: One-time capital funding needed for the purchase of land to relocate the Fairgrounds. \$4,500,000 was estimated using current market prices for a 15-20 acre parcel of land. There are no other funding sources. This project does not provide income.

Operation, Repair, Maintenance Costs: The purchase of land results in minimal ongoing costs. However, in the long term, relocation of existing facilities and/or construction of new facilities will be necessary. As with the current site, once operational, significant ongoing operations, maintenance, and repair costs will be incurred, a small portion of which may be offset by revenue from facility rentals.

Alignment with Comprehensive Plan: CV2- Growth Management. The plan calls for managing growth and proactively planning for rural open spaces and high quality, desirable Complete Neighborhoods. The Growth Management goal calls for the Town of Jackson to continue to be the community's housing, employment, social, and civic center.

Draft Ballot Language: 4,500,000 for the purpose of purchasing land to relocate the Teton County Fairgrounds. Any excess funds shall be placed into a designated account, the principal and interest of which shall be used for planning, design, engineering, and/or construction of on-site facilities.

2019 SPET Proposition Summary

Proposition: Highways 22/390 Community Priorities Improvements

Brief Summary: WYDOT is in the planning and design stage of replacing the Highway 22 Snake River Bridge and improving the intersection at Highways 22 and 390. This is a substantial transportation infrastructure improvement project and the final product will have lasting impacts on the residents, commuters and visitors of Teton County. It is slated for construction beginning in 2023.

There are several additional project goals that have been identified by Teton County that may not be included in what WYDOT has identified as the purpose and need of the project and therefore reduces WYDOT's ability to fully fund, including:

Transit Improvements - Additional infrastructure for queue jumps, signal prioritization, shoulder running HOVs, and improvements associated with the Stilson transit area, all with the goal of improving public transit's ability to traverse the project area.

Wildlife Crossings - Four areas within the 22/390 intersection have been identified as key locations for wildlife crossings. WYDOT has expressed interest in providing wildlife crossings but may not be able to bear the full cost for the preferred solution at all four locations. Additional fencing outside of the current WYDOT project extents would improve the functionality of crossing structures.

Pathway improvements – A pathway underpass west of the intersection on Hwy. 22 is needed. This could be packaged with the 22/390 intersection project or constructed prior, depending upon the desired schedule.

Aesthetic improvements to the project such as landscaping and public art.

Funding Explanation: Provide additional funding to the WYDOT 22/390 intersection project specifically for expressed community priorities that WYDOT will likely have difficulty funding. Originally proposed at \$7,500,000 but this number is not well developed at this stage.

Operation, Repair, Maintenance Costs: Any constructed facility will require long-term maintenance, and WYDOT may ask Teton County for assistance with maintenance of structures associated with pathways, wildlife crossings, or transit improvements.

Alignment with Comprehensive Plan: The Comprehensive Plan states that wildlife permeability should be maintained throughout this area, and also prioritizes ecosystem stewardship.

Maximizing public transit's ability to traverse the bridge and intersection, as well as improving the functionality of the Stilson area would assist in meeting the goals for increasing START ridership outlined in the Integrated Transportation Plan.

Draft Ballot Language: \$X million for the purpose of planning, designing and constructing transit improvements, wildlife crossing structures and fencing, pathway improvements and aesthetic features in conjunction with the WYDOT Snake River Bridge Replacement project.

2019 SPET Proposition Summary

Proposition: Teton County Wildlife Crossings

Brief Summary: Every year, hundreds of large animals are hit and killed on Teton County roads. Because of growing traffic congestion, our roads act like physical barriers that prevent wildlife movement and migration along important corridors. Wildlife-vehicle collisions pose a significant threat to wildlife and human safety and have detrimental economic impacts on our economy.

Wildlife crossings are a system of bridges, tunnels, detection systems, signage and fencing designed to help wildlife safely cross the road. Wildlife crossing structures have proven themselves as the most effective way to reduce wildlife-vehicle collisions. In areas of Wyoming, Montana, and Canada where these structures have been successfully implemented, they have reduced wildlife-vehicle collisions by nearly 90%.

A detailed cost-benefit analysis was performed by researchers at Western Transportation Institute as part of the Teton County Wildlife Crossings Master Plan. This rigorous analysis demonstrated that the investment in a given mitigation measure would “pay for itself” over time in reduced collisions and expense to locals and visitors by improving human safety with the added benefit of biological conservation and ecosystem stewardship. This analysis was utilized in prioritizing the recommended site locations and structure types.

Funding Explanation:

Options:

1. \$2.5 million for project planning and design/engineering to be applied to various priority locations, anticipating a larger ask at a later date for construction. (**Initially proposed funding, limited to design**)
2. \$15 million for broad project development AND construction of prioritized projects outlined in the master plan. (**Updated staff recommended funding to include construction**)

Operation, Repair, Maintenance Costs: Long term maintenance of fences and bridges, tunnels, electronics systems, etc. is required. There will be minor ongoing costs associated with potential power for lighting, signage and/or dewatering systems. WYDOT may need assistance with bearing these long-term costs on their infrastructure.

Alignment with Comprehensive Plan: Ecosystem stewardship is the core of our community character as discussed in the Comprehensive Plan. Wildlife is at the heart of what makes Jackson Hole unique. Consistently, it has been identified as one of our community’s highest values (often the highest value). Wildlife is critical for our tourism-based economy and why millions of visitors come to Teton County annually. Taking these next steps will pay dividends to the future conditions of Teton County and how we interact as a community with the broader ecosystem. These are practical tools that not only benefit wildlife but also directly benefit human safety and how we interact with and impact the natural world around us in our daily lives.

The Town and County Planning staff perform annual performance monitoring and reporting (known as the indicator report) to track trends and evaluate the effectiveness of the Comprehensive Plan and Integrated Transportation Plan. Wildlife Vehicle Collisions is one of the tracked indicators of effectiveness in meeting our community goals.

Draft Ballot Language:

\$15,000,000 for the purpose of planning, designing, acquiring right-of-way, and constructing wildlife crossing structures of various types and in locations identified in the Teton County Wildlife Crossings Master Plan.

2019 SPET Proposition Summary

Proposition: Community Park and Ride

Brief Summary: This SPET initiative would provide funding to purchase land for the purpose of a community park and ride site to allow employees or visitors to the community the opportunity to park outside of the busy Town of Jackson limits and utilize START Bus or alternative modes of transportation to access the downtown areas. With the increasing traffic congestion and limited parking in Town limits, a park and ride would be one more step towards addressing those concerns and encouraging alternative modes of transportation. Sitework may include paving, public restrooms, and bike share/storage facilities.

Funding Explanation: This SPET initiative is proposed at \$3,750,000. Funds could be used in partnership with existing businesses or as a stand alone park and ride site.

Operation, Repair, Maintenance Costs: These costs would be dependent upon what project or property is purchased/constructed with the funds generated. Public restrooms and bike share/bike storage onsite would require cleaning, and utilities. If the site is paved, it would also require regular routine maintenance to maintain the longevity of the asset.

Alignment with Comprehensive Plan: This project is in direct alignment with Section 7, Multimodal Transportation in that it would encourage use of mass transit or other modes of travel such as bicycle or electric bicycles. Park 'n' Rides are specifically called out in Policy 7.2.b. Section 2, Principle 2.3 - Reduce energy consumption through transportation also applies.

Draft Ballot Language: Community Park and Ride

\$3,750,000 for the purpose of land acquisition, the funding of planning, engineering, design, and construction of community park and ride facilities. This project is sponsored by Town of Jackson.

2019 SPET Proposition Summary

Proposition: Core Services Vehicle Maintenance Facility

Brief Summary: The Core Services Vehicle Maintenance Facility SPET initiative would allow the Town to construct a fleet maintenance shop to adequately service Town and County vehicles, including but not limited to:

- Police and Sheriff's vehicles
- Snow plows and street maintenance equipment
- START buses
- Water and sewer maintenance vehicles
- Town and County general use vehicles

The fleet shop currently maintains 285 licensed vehicles and heavy equipment. Maintenance includes basic oil changes to complete engine rebuilds as well as equipping and installation of all critical equipment in law enforcement vehicles. The current facility has 2.5 bays to service large equipment and buses and 4 regular sized bays for light duty vehicles including law enforcement, general use and pickup trucks. The new facility will have 9 large vehicle service bays and 5 double spaced light duty bays. In order to expand transit services to meet today's and tomorrow's challenges related to traffic congestion, the current capacity of our fleet maintenance facility is inadequate.

Funding Explanation: Staff is estimating the cost of this vehicle maintenance facility at \$15,975,550. .

Operation, Repair, Maintenance Costs: Any new facility will incur operation, repair and maintenance costs. Funds will be amortized and budgeted to cover major issues such as roof, siding, heating/cooling machinery, etc. Ongoing costs would include utilities to operate the facility as well as cleaning the facility. These costs could be up to \$50,000/year.

Alignment with Comprehensive Plan: This project is in alignment with Section 7, Multimodal Transportation as well as Section 8, Quality Community Service Provision. Without adequate facilities to maintain the fleet into the future, core services may be impacted.

Draft Ballot Language: Core Services Vehicle Maintenance Facility

\$15,975,550 for the purpose of funding planning, design, engineering, and construction of a fleet maintenance facility. The fleet maintenance facility services and maintains critical response and general use vehicles of the Town and County including, but not limited to law enforcement, buses, snow plows, street maintenance, and water/sewer maintenance. This project is sponsored by Town of Jackson.

2019 SPET Proposition Summary

Proposition: Winter Street Mobility and Snow Storage

Brief Summary: The Town of Jackson proposes this item to address future snow storage needs from snow removal in the public rights of way within the Town limits during the winter months. This would include snow removed from public streets, alleys, sidewalks, parking lots, and public facilities. Snow is currently stored at the Town owned Rodeo Grounds on Snow King Avenue. Discussions have been occurring regarding future alternative uses for the Rodeo Grounds that would displace the current snow storage area. In heavy snow years such as the winter of 2018-2019, the amount of snow removed along with the gravel applied to the streets to enhance safety is significant. During the winter of 2018-2019 the amount of snow was estimated to be 119,400 cubic yards which is the equivalent of 10,000 dump truck loads. The current snow storage space is used during spring, summer, and fall for parking for events held at the Rodeo Grounds and because of this, the Town must also spend significant funds spreading out and melting the snow pile using the sun's warmth to get the property ready for other uses. A parcel of land specifically for snow storage, could be left to melt on its own thereby eliminating the need to expend funds and fossil fuels for spreading and melting. Depending on the location selected, there would be an increase in fuel used to run trucks from the Town limits to the site. In order to keep the level of service the same to the public for snow removal, depending on the location selected, the Town would need additional trucks and winter employees to fill trucks and haul away snow at the same rate of removal as is currently provided. Should additional trucks and staffing not be provided, snow removal would be significantly slower due to the need to wait for the empty truck to return for refill.

Funding Explanation: Staff is estimating a need to purchase land as near to Town limits as possible and therefore an estimate of \$7.5M has been proposed. Funds would also be used for any planning/use permits or environmental studies associated with the site and potential construction of drainage or filtration systems on site.

Operation, Repair, Maintenance Costs: The property may need to be graded on an annual basis. A filtration system might also need to be cleaned on an annual basis. The property would need to be fenced and secured to prevent illegal dumping and fence repair may need to be budgeted. If the property purchased for this purpose also had Spring, Summer, and Fall uses, funds would need to be budgeted and expended to spread and melt the snow. Additional funds would be needed for any dump fees for trash collected after snow has melted.

Alignment with Comprehensive Plan: Snow removal from the Town streets, alleys, and sidewalks is critical to the health, safety, and welfare of the community and relates to Section 8. Quality Community Service Provision. Without snow removal, fire trucks, ambulances, and law enforcement vehicles would not be able to respond to emergencies and the general citizenry would not be able to travel from their homes to work, to commercial businesses, to grocery stores, pharmacies, and doctor visits. Once an alternative site is secured for all the uses on the full site, the current site could be used for community housing, a community center, or other uses in alignment with the Comprehensive Plan.

Draft Ballot Language: Winter Street Mobility and Snow Storage

\$7,500,000 for the purpose of purchasing land and constructing improvements to store snow removed from Town streets, alleys, sidewalks and public areas. This project is sponsored by Town of Jackson.

2019 SPET Proposition Summary

Proposition: Community Restrooms

Brief Summary: This SPET proposition would generate funds to purchase and construct additional downtown public restroom facilities in close proximity to the Town Square. Funds could be spent on property purchases, construction, and similar capital items. Acquisition/creation of additional public restrooms in the downtown provides an enhanced visitor experience and supports the local economy.

Funding Explanation: This SPET initiative is proposed at \$3,875,000. If the project results in a property purchase where the entire site is not utilized for a restroom, there could be an opportunity to lease or sell the remainder of the site to offset the cost of construction or purchase.

Operation, Repair, Maintenance Costs: These costs would be dependent upon what project or property is purchased/constructed with the funds generated. Once constructed, ongoing operation, repair and maintenance would include regular and frequent cleaning, repair due to vandalism, and utility costs.

Alignment with Comprehensive Plan: This proposal is in direct alignment with Common Value 3, Quality of Life, Section 8, Quality Community Service Provision. Providing basic sanitary needs for residents and guests in the downtown is a core community service.

Draft Ballot Language: Community Restrooms

\$3,875,000 for the purpose of land acquisition, the funding of planning, engineering, design, and construction of community restrooms in the downtown. This project is sponsored by Town of Jackson.

2019 SPET Proposition Summary

Proposition: Gregory Lane – Safe Routes to School and Related Infrastructure

Brief Summary: This SPET proposition would generate funds to fully design and construct needed infrastructure improvements on Gregory Lane to address sidewalks related to Safe Routes to Schools, stormwater issues, and complete streets. The Gregory Lane project area is approximately 40' ROW width x 3,025 LF. This Complete Street project calls for:

1. Storm drainage improvements including inlets, piping and storm water treatment units.
2. Sewer improvements including lowering the sewer, with possible pipe-bursting and/or dig up remove and replace and reconnect all lateral service lines.
3. Rebuilding the existing street including asphalt pavement, curb & gutter, sidewalks, and driveway approaches.
4. Streetscape improvements including pavers, irrigation, trees, shrubs, signage and streetlights.

The phase two scope of the County's traffic modeling effort includes microsimulation comparisons for Gregory Lane based on one-way and two-way traffic scenarios, which will be used to help determine the safest/most efficient design. The Town may also need to purchase property and/or acquire permanent easements in addition to temporary construction easements in order to complete the project. This street is listed in the Community Streets Plan as an implementation priority in Group 1 (road corridor enhancements). Previously, the town hired Charlier Associates to conduct a Charrette and report. Charlier Associates and the community came up with a recommended alternative plan. The Comprehensive Plan Illustrations of Our Vision, District #5 West Jackson states "the key challenge for this district will be to address transportation congestion, safety and connectivity issues." It points out "possible solutions will come in many forms but complete street improvements to collector roads including High School Road, Middle School Road, Gregory Lane and South Park Loop are in need of improved alternative mode connectivity throughout this district. Accommodations for alternative modes of transportation are a priority." In section 5.2 Gregory Lane Area, it reminds us "the community goal of maintaining and promoting light industry use which support our local economy while accommodating a significant amount of residential use is key." Also it states "complete streets will need to be balanced with the real need to accommodate large vehicle traffic. Providing improved pedestrian/bike amenities to connect the existing and future resident populations with the surrounding complete neighborhood amenities will be a focus of improved livability." Lastly we need to point out storm water management is severely lacking and in major need of improvement to help protect both residents and Flat Creek waters.

Funding Explanation: This SPET initiative is proposed at \$10,593,460.

Operation, Repair, Maintenance Costs: There would be notable operation, repair and maintenance costs associated with all streets in the Town of Jackson.

Alignment with Comprehensive Plan: This proposal is in direct alignment with Common Value 3, Quality of Life, Section 7, Multimodal Transportation as it will serve to connect this area by providing sidewalks for children walking to school and other users of the Gregory Lane area. It is also in alignment with Ecosystem Stewardship in that the significant amount of stormwater generated by this mostly paved neighborhood will be addressed.

Draft Ballot Language: Gregory Lane – Safe Routes to School and Related Infrastructure

\$10,593,460 for the purpose of land acquisition, the funding of planning, engineering, design, and construction of the Gregory Lane Safe Routes To School, Complete Street, Sewer and Stormwater project. This project is sponsored by Town of Jackson.

2019 SPET Proposition Summary

Proposition: Downtown Water Quality Improvement Infrastructure

Brief Summary: This SPET initiative would fund property acquisition and the construction of various phases of the Cache Creek Tube project. The entire Cache Creek Tube project consists of removing and replacing 3,350 LF of a very eclectic, old, and obsolete collection and conveyance system of Cache Creek and stormwater drainage entering it. The system starts in east Jackson, works its way through our downtown, and over to Flat Creek northwest of downtown. The system is comprised of many different types and sizes of culverts which convey the Cache Creek waters through Town. We currently have very few options to clean and/or repair the existing system; it is old and many sections currently run under buildings, complicating our ability to perform any type of best practices for managing it. Also there are many points where untreated stormwater drainage enters the Cache Creek conveyance system.

Funding Explanation: This SPET initiative is estimated at \$3,450,000 to complete all phases of this project.

Operation, Repair, Maintenance Costs: Once constructed, ongoing maintenance would occur similar to other water systems in the Town of Jackson.

Alignment with Comprehensive Plan: This SPET initiative is in direct alignment with Common Value 1, Ecosystem Stewardship and Principle 1.2 Preserve and enhance water and air quality.

Draft Ballot Language: Downtown Water Quality Improvement Infrastructure

\$3,450,000 for the purpose of land acquisition, the funding of planning, engineering, design, and construction of all phases of the Cache Creek Tube Project. This project is sponsored by Town of Jackson.

2019 SPET Proposition Summary

Proposition: Community Housing Opportunity Funds

Brief Summary: Money generated will fund implementation of the Housing Supply Plan and the Purchase, Partner, Preserve model on which the plan is predicated. This includes the purchase of appropriately zoned land for the purpose of partnering with the private sector to develop workforce housing; the purchase of deed restrictions on newly developed housing; and the preservation of existing housing stock for the workforce. Funds will be placed in the Jackson/Teton County Housing Authority Housing Supply account. The Town Council and Board of County Commissioners must direct and authorize the expenditure of these funds.

Funding Explanation: This SPET initiative is proposed at \$5,500,000.

Operation, Repair, Maintenance Costs: These costs would be dependent upon what project or property is purchased/constructed with the funds generated.

Alignment with Comprehensive Plan: This proposal is in direct alignment with Common Value 3, Quality of Life, Section 5, Local Workforce Housing.

Draft Ballot Language: Community Housing Opportunity Funds

\$5,500,000 for the purchase of appropriately zoned land for the purpose of partnering with the private sector to develop workforce housing; the purchase of deed restrictions on newly developed housing; and the preservation of existing housing stock for the workforce. Funds will be placed in the Jackson/Teton County Housing Authority Housing Supply account. The Town Council and Board of County Commissioners must direct and authorize the expenditure of these funds. This project is sponsored by the Town of Jackson.



JOINT INFORMATION MEETING

TOWN OF JACKSON & TETON COUNTY

AGENDA DOCUMENTATION

PREPARATION DATE: May 28, 2019

MEETING DATE: June 3, 2019

SUBMITTING DEPARTMENT: Long-Range Planning

DEPT DIRECTORS: Tyler Sinclair & Jo Ellen Charlton

PRESENTER: Tyler Sinclair

SUBJECT: P19-0129 - Consideration of a Scope of Work and Professional Services Contract to complete the Joint Growth Management Program review and Comprehensive Plan update

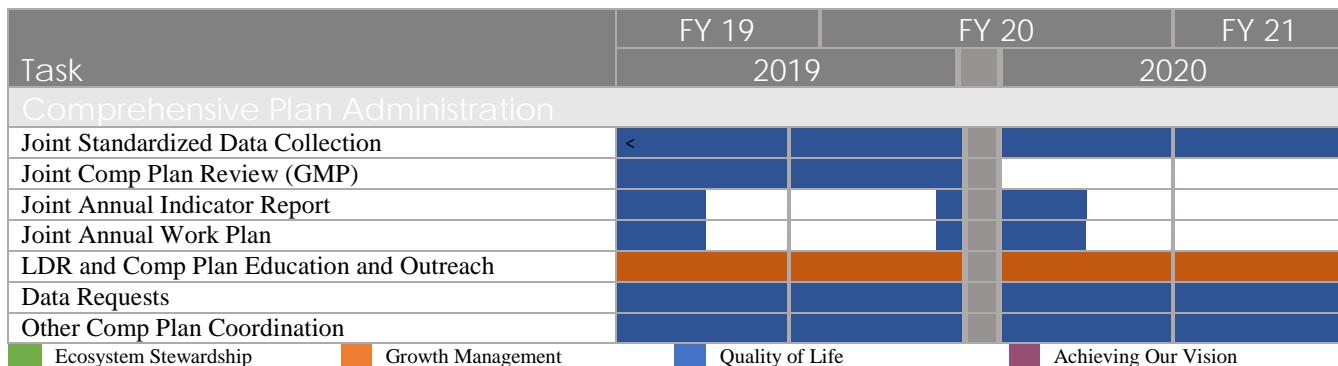
PURPOSE/REQUESTED ACTION

The purpose of this item is for the Boards to consider a Scope of Work and Professional Services contract with Logan Simpson Design to complete the Joint Growth Management Program review and Comprehensive Plan update.

At the May 6, 2019, Joint Information Meeting the Boards approved the Fiscal Year 2020 Comprehensive Plan Implementation Work Plan. The approved Work Plan identified this project as the priority joint task for the upcoming year as follows:

1. *Joint Comprehensive Plan Review (Growth Management Program): The Growth Management Program is a systematic review of the Comprehensive Plan principles, policies, strategies, and indicators to identify corrective actions that are needed before it is too late to make the corrections. The Growth Management Program was triggered in 2016 upon hitting 5% growth in residential units since adoption of the Comprehensive Plan. In 2017 the Board and Council chose to delay the Growth Management Program because the Engage 2017: Housing, Parking, and Natural Resource Updates needed to be complete, especially the Town District 3-6 Zoning Updates and Housing Mitigation Requirements Update, before the community could accurately reflect on and adapt the Comprehensive Plan principles, policies, and strategies. Planning Staff allocated twelve months to complete this task (January 2019-December 2019). With limited Planning Staff resources and a previously unapproved FY 20 Work Plan, progress on this item has been initiated but the bulk of work remains to be completed. The Council and Board requested that this task be prioritized and achieved as expediently as possible with a primary focus on locational density preference and allocation. Planning Staff will present an expedited scope of work and schedule for this item at the June 3, 2019 Joint Information Meeting.*

Based upon the direction as provided in the approved Work Plan staff has revised the project schedule to begin immediately and be completed largely by December 2019, with adoption hearings occurring in 2020, please see the revised schedule below and in the approved Work Plan attached.



As stated in the May 6, 2019, staff report, staff is recommending Logan Simpson Design, specifically Bruce Meighan and his team (the firm who assisted the Town and County with the development and adoption of the Comp Plan in 2012), to assist with the GMP update. Staff is recommending that Logan Simpson Design is best suited to assist in this effort based upon their familiarity with the Plan and the community, leading to savings in both time and money. Staff also noted in May that the County and Town should consider whether they are comfortable proceeding with the GMP update primarily led by the Town Planning Director prior to obtaining a County Planning Director and other key County and Joint planning staff. Based upon the approval of the Work Plan in May, Staff and the consultant has proceeded to develop a 3-phase scope of work to complete this project as directed. Please see the attached detailed Scope of Work for further description of the tasks involved and timeline, attached.

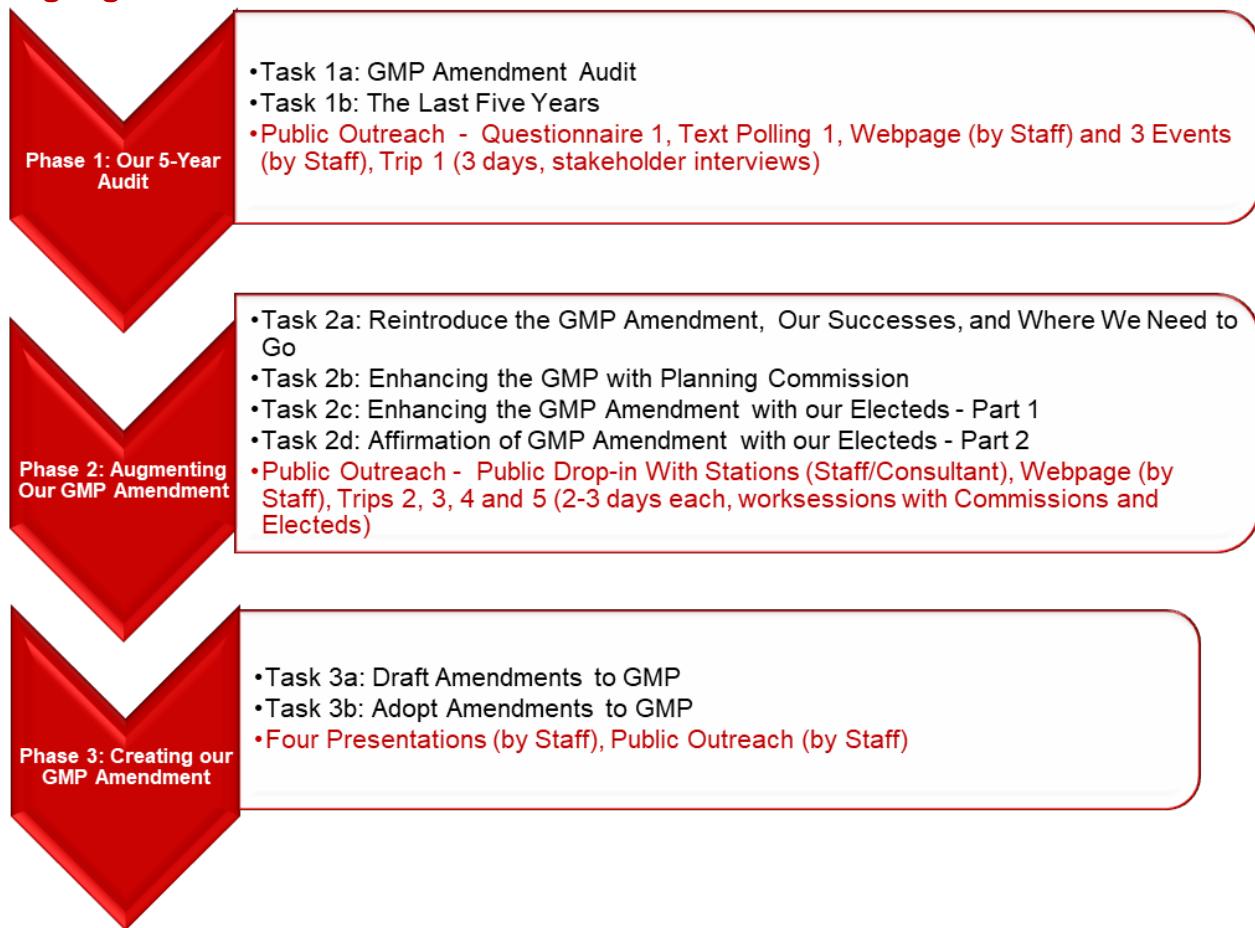
In the interest of time as directed by the Boards in May, staff would like the Boards to approve both the selection of Logan Simpson Design as the consultant for the Growth Management Plan update and the Professional Services Contract with Logan Simpson Design at this meeting. If the Boards are not comfortable with this combined approach, the item could be continued to the July JIM to allow additional time for review.

The professional services contract includes labor and expenses and it is a **fixed-fee, not-to-exceed amount of \$127,052.00**. Please note that the Town and County would be responsible for splitting the total cost 50/50 per the approved Work Plan. The proposed scope includes five trips in which the consultant would travel to Jackson to facilitate public workshops and meet with appointed and elected bodies.

An overview of the project is as follows, but please see the attached, scope of work, budget, and timeline for full details:

Growth Management Plan (GMP) Process

Highlights



Staff notes that as directed at the May JIM the draft Scope of Work includes a task looking at locational density preference and allocation specifically intended to consider whether additional areas in the County should be included as areas for workforce housing as part of this update effort. Staff is unclear how the recent County discussion and scheduling of a Workshop on the Munger Mountain Comprehensive Plan Amendment application that was denied by the Boards at the May JIM relates to consideration of this Scope of Work.

FISCAL IMPACT

The Town and County Planning Departments have funding in their Fiscal Year 2019 and requested in their Fiscal Year 2020 professional services budgets for the project as follows:

- FY19 - \$30,000 (Split 50/50 Town and County)
- FY 20 - \$100,000 (Split 50/50 Town and County)

The total project cost would be \$127,052.00, split over two fiscal years with funding being cost shared as follows:

- Town: \$63,526
- County: \$63,526

STAFF IMPACT

The FY 2019 and 2020 Implementation Work Program accounts for the following hours associated with this project:

	<i>Total</i>
<i>Long-Range Planning</i>	<i>1000 hrs.</i>
<i>County Planning Director</i>	<i>320 hrs.</i>
<i>County Planning</i>	<i>40 hrs.</i>
<i>Town Planning Director</i>	<i>320 hrs.</i>
<i>Town Planning</i>	<i>40 hrs.</i>
<i>Total</i>	<i>2040 hrs.</i>

This estimate is approximately one full time equivalent (FTE) for a full calendar year worth of work being completed in a 6-month timeline, primarily by the Joint Long-Range Planner and Town Planning Director.

LEGAL REVIEW

Town: Town staff has obtained a draft Professional Services Contract from the Town Legal Department should the Boards direct staff to proceed, it would be subject to final review and approval by the Town Attorney. Staff has taken this approach as the Contract for Services would be 100% with the Town, with the County reimbursing the Town for 50% of the cost.

County: Gingery

ATTACHMENTS

1. Logan Simpson Design Cover Letter
 - Exhibit A, Scope of Work
 - Exhibit B, Fee Schedule
 - Resumes of Key Personnel
 - Draft Professional Services Contract
2. Approved FY 20 Comprehensive Plan Implementation Work Plan dated May 6, 2019

RECOMMENDATION

The Town Planning Director and County Planning Director recommend **approval** of a Scope of Work dated May 24, 2019 and an associated Professional Services contract with Logan Simpson Design for the completion of the Joint Growth Management Program review and Comprehensive Plan update.

SUGGESTED MOTIONS

County

I move to approve a Scope of Work dated May 24, 2019 with Logan Simpson Design for the completion of the Joint Growth Management Program review and Comprehensive Plan update and agree to reimburse the Town of Jackson for 50% of the fixed-fee, not-to-exceed amount of \$63,526.

Town

I move to authorize the Mayor to execute a Professional Services Contract between the Town and Logan Simpson Design with a fixed-fee, not-to-exceed amount of \$127,052.00 for the completion of the of the Joint Growth Management Program review and Comprehensive Plan update, subject to any final review and approval by the Town Attorney.



L O G A N S I M P S O N

May 24, 2019

Tyler Sinclair, Planning Director
Town of Jackson
150 East Pearl Avenue
PO BO X 1687
Jackson, Wyoming 83001
307.733.0440, Ext. 1301
tsinclair@jacksonwy.gov

Subject: Growth Management Plan Five-Year Review

Dear Tyler,

Logan Simpson is pleased to provide the following documents in support of our contract of the Town of Jackson/Teton County's Growth Management Plan (GMP) Five-Year Review. Based on our four sessions with both Town and County staff regarding the five-year review of this amendment, we have chosen a tailored team to work collaboratively with the Town. Bruce Meighen, a certified planner with over 25 years of experience, has specialized in award-winning plans for quality of life communities across the West, will lead the project as planning principal, and will be responsible for overall guidance of the amendment. Senior Associate Megan Moore will serve as the senior planner, responsible for day-to-day communications with the Town and team, as well primary authorship of the amendment. These experienced project leads have worked together on similarly sized projects and locations for over 12 years in Wyoming, Idaho, Colorado, and Mountain West communities facing growth and planning challenges. These updates - and in some cases, first-time plans—represent the balance of current trends in growth management, recreation, tourism, education, health, small business, and resiliency.

Bruce and Megan will be supported by staff from Logan Simpson's Fort Collins, Colorado office. Mitch Hendrick, a planner, will conduct research and analysis, and Maria Michieli-Best is available for technical review and document layout and graphics. Alex Norton of OPS Strategies, formerly a planner with the Town of Jackson, brings his expertise in statistical analysis and mapping support. Logan Simpson's multi-disciplined support staff also includes community, environmental, and recreation planners; public engagement specialists; landscape architects and designers; economists; archaeologists and historians; cultural resources specialists; biologists; parks, recreation, and travel management specialists; graphics and editorial staff, and GIS specialists. Our broad, integrated practice is well-suited for strategic community planning; we have the bench strength necessary to reach out to staff in other disciplines and offices to ensure that the right person is assigned to assist with tasks and work within the budget, schedule, and expectations of the community.

Jackson Growth Management Plan Amendment
May 24, 2019 | 2

Our recent work in the region includes planning efforts for Driggs, Twin Falls, Meridian, Valley and Meadows counties, and McCall, Idaho; Teton counties (Idaho and Wyoming); and Gallatin County, Bozeman, and Big Sky, Montana. Moreover, Logan Simpson staff and Alex Norton have worked extensively with the Town and Teton County, having updated the 2012 Comprehensive Plan and completed a set of Character Districts, Land Development Regulations, Workforce Housing Action Plan, and Integrated Transportation Plan update. Brief resumes of our key personnel showing this experience and other related projects are included as an attachment to this letter, as well as the Scope of Work reviewed with staff, Fee for Professional Services, and final modified Professional Services Contract.

We look forward to continuing our relationship with the Town and County. Please feel free to contact us with any additional questions or materials you find you may need.

Sincerely,



Bruce Meighen, AICP
Principal

Attachments:
Exhibit A, Scope of Work
Exhibit B, Fee Schedule
Resumes of Key Personnel
Professional Services Contract

Exhibit A –Growth Management Plan Five Year Review (GMPR) Scope of Work

The following scope for the Growth Management Plan Review (GMPR) is the 5-year update to conduct a check-in on our vision to ensure we are moving in the right direction. The Growth Management Plan (GMP) has shown great progress; this process is a chance to review the GMP's successes and educate our leaders on its intent. The GMPR assumes the vision remains strong and can be accelerated with new strategies and refined indicators. The process assumes the vision, themes, policies, and indicators will need minor revisions. The GMPR will focus on the necessary strategies and corrective actions to accelerate the desired goals. It is assumed that staff will assist with key tasks, including the website, video, meeting arrangements, public meeting, and adoption.

Process Highlights



Phase 1: Our 5-Year Audit – How Are We Doing?**June-August 2019**

The team will examine the implementation efforts of 2012-2019 and provide insight as to whether the community has been moving toward its aspirations. This task will include an audit of the vision, policies, strategies, and indicators, including the 60/40, 65%, and 5% thresholds. We will also evaluate new opportunities, additions, deletions, and clarifications.

Task 1a: GMP Amendment Audit**June-August 2019**

An electronic plan audit will be conducted of the vision, policies, strategies, and indicators to identify which are working, which need minor modifications, and which are unnecessary. For each vision, principles/policies, indicators, strategies, the audit will affirm those that are still relevant, have become irrelevant, need modification, or are missing. The GMP audit will be targeted towards staff, consultants, and those who use the GMP.

Staff can choose to invite other stakeholders who utilize the plan, such as planners from neighboring communities or elected officials. The type of user who conducts the audit will be tracked to determine if different opinions arise. Key questions to consider by the user include:

- Common Values
 - Which principles/policies/targets drove decisions based on findings/rationale?
- Principles/Policies
 - Review staff reports, tapes for references
 - Which policies are most/not referenced?
- Strategies
 - Identify strategies done/undone/ongoing
- Character District/Subareas
 - Which subareas need modifications or have updated zoning?
 - Does the zoning match the description?
 - Have there been any changes to existing land uses or amenities in each District (e.g., Hog Island, Northern South Park)?
- Indicators Triggers
 - Indicator Audit – which ones were effective, which should we modify, delete, new additions?

Complementing this audit will be a list of changes that have occurred, such as the cap on no new non-residential square footage or residential buildout caps, and how it works with workforce housing and conservation incentives.

Deliverable: Audit Report**Task 1b: The Last 5 Years****June-August 2019**

It is important the GMPR considers the recent trends; as such, the team will review the recent annual indicator reports and produce a white paper that provides a qualitative analysis of the indicator report - highlighting successes, if we are heading in the right direction, identifying missing information and what work we still need to do.

To supplement the analysis of the indicators, an evaluation of how the GMP influences the lives of our community will be conducted. The team will utilize text polling combined with a questionnaire to collect public input and their perception. Staff may choose to produce a short video (Video 1) to provide background information. This technique will be utilized at the farmer's market and other events, as well as advertised in the paper and through electronic media. The consultant will work with staff to refine the questions before launching the questionnaire. Questions should be approachable to the everyday citizen and relate to existing indicators. For example:

- Is it harder to live and work in Jackson than 5 years ago?
- Do you see growth happening more in the County or Town?
- What are the most positive things you have observed? What changed most since 2012?
- What is the best example of ecosystem stewardship you can think of? Growth management? Quality of life?

Outreach will encompass a wide range of people and will focus on reaching out "where they are." We will attempt to engage:

- Owners and Renters
- Longtime residents and short term residents
- White and blue collar workforce
- Commuters and residents
- Minorities
- Younger generations
- Visitors and residents who have moved away

Video footage may be used of people responding to questions at key events as an input to Phase 2 (staff). The results of this task will be compiled into a brief report commenting on the successes to-date, trends, indicators, and information from the public outreach. Trip 1 (3 days) will occur at this time to conduct stakeholder interviews with elected officials (past and present), commission members, and others. The interviews will be used to collect information regarding the last five years and provide information on the process.

Meetings: Three events (Staff), Trip 1 (3-days of Stakeholder Interviews)

Deliverable: Questionnaire 1, Text Polling 1, Last 5 Yrs. White Paper, Website Page (Staff), Meeting Materials 1

Phase 2: Augmenting Our GMP Amendment September-November 2019

Task 2a: Reintroduce the GMP, Our Successes and Where We Need to Go September 2019

An executive summary will be produced to restate the vision and intent of the GMP, as well as explain how it works. It is important to restate the vision, successes, and collective direction in a manner that the community can understand. This will include a summary of the plan's vision, principles/policies, indicators, strategies, and how they have been implemented.

Trip 2 (3 days) will occur at this time to discuss the results of Phase 1 (audit, trends, and outreach) and provide additional educational information about the GMP with Planning Commission and the Electeds. Additional community outreach will occur at this time (e.g., drop-

in public meeting/workshop with stations) to review the results of Phase 1, educational information, and collect information on other needed strategies.

Deliverables: Executive Summary, Public Meeting Materials, Summary

Meetings: Trip 2 (3 Days) (PC/Electeds Joint Meeting, Public Workshop)

Task 2b: Enhancing the GMP with Planning Commission September 2019

The goal of Trip 3 and the corresponding Planning Commission work session is to review the modifications to the chapters based on Phase 1 and Task 2a (including staff's recommendations and key things we have heard) and identify if there are any other clarifications/additions necessary to each chapter. The goal of the task is to recommend modifications that help clarify, update, and enhance the intent of the GMP. It is assumed that the vision, structure, and general direction of the GMP remain the same.

A key focus will be to prioritize strategies and identify new ones that will help accelerate the community's vision. The work session will primarily be focused on prioritizing future strategies and identifying additional corrective actions. We will also ask questions such as, "Are we thinking big enough?" "Are there new big ideas?" and "Are there any preliminary strategies we need to accelerate our progress?" These could include a series of interactive exercises that focus on any strategies or corrective actions that are critical for the plan to be effective. The consultant will prepare a list of recommended enhancements and strategies for the next two work sessions with electeds.

Deliverables: Meeting Materials 3, Modified Preliminary Draft GMP Amendment, Summary

Meetings: Trip 3 (2 days)

Task 2c: Enhancing the GMP Amendment with our Electeds - Part 1 October 2019

The goal of Trip 4 and the corresponding Electeds worksession is to review the modifications to the chapters based on Phase 1 and Task 2a, 2b (including staff's recommendations, key things we have heard and Planning Commission recommendations) and identify if there are any other clarifications necessary to each chapter. The goal of the task is to recommend modifications that help clarify, update, and enhance the intent of the GMP Amendment following the same process as utilized with the Planning Commission in Task 2b. It is assumed that the vision, structure, and general direction of the GMP remain the same.

A key focus will be to prioritize strategies and identify new ones that will help accelerate the community's vision. The work session will primarily be focused on prioritizing future strategies and identifying additional corrective actions. We will also ask questions such as, "Are we thinking big enough?" "Are there new big ideas?" and "Are there any preliminary strategies we need to accelerate our progress?" These could include a series of interactive exercises that focus on any strategies or corrective actions that are critical for the plan to be effective.

Deliverables: Meeting Materials 4, Modified Preliminary Draft GMP Amendment, Summary

Meetings: Trip 4 (2 days)

Task 2d: Affirmation of GMP Amendment with our Electeds - Part 2 November 2019

The goal of Trip 5 and the corresponding elected official session is to affirm and discuss the recommendations and changes to the Public Draft GMP Amendment. Based on the recommended changes, a Draft Public GMP Amendment will be prepared. At this stage, staff may choose to prepare a Video associated with Phase 2.

Deliverables: Meeting Materials 5, Modified Preliminary Draft GMP Amendment, Summary

Meetings: Trip 5 (2 days)

Phase 3: Creating our GMP Amendment

December –January 2020

Task 3a: Public Draft GMP Amendment

December 2019

The Preliminary Draft GMP Amendment will be delivered for review. Based on staff comments, a public draft will be prepared. Staff will attend to facilitate any meetings and provide necessary notifications.

Deliverables: Draft Public GMP Amendment, Public Outreach and Meetings (staff)

Task 3b: Adopt Amendments to GMP

January 2020-February 2020

Based on public comment, a Draft Public Amendment will be prepared for adoption. The following meetings will be facilitated by staff occur:

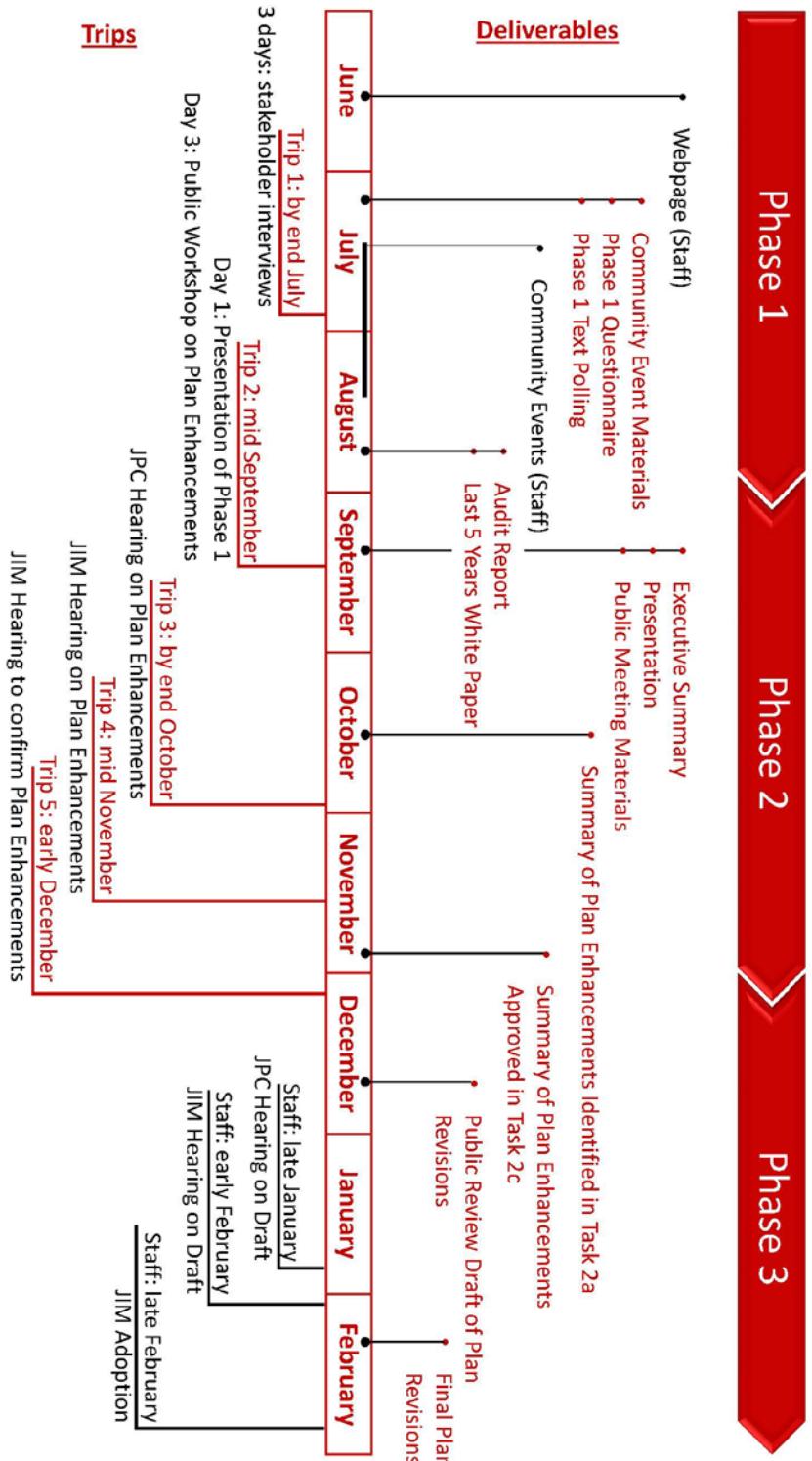
- Joint Planning Commission Hearing
- Joint Council/BCC Hearing
- Revisions
- Final Council/BCC Hearing

One set of revisions will occur during this period. A final video could be prepared by staff to highlight the intent of the plan, key policies, strategies, and the desired vision for our community.

Deliverables: Final GMP Amendment, Public Outreach, and Meetings (by Staff).

Exhibit B – Schedule and Fee for Professional Services

Schedule



Fee

Tasks	Subtotal	Subtotal	Expenses	Total Labor
	Hours	Costs		and Exp.
Phase 1- Our 5-yr Audit - How Are We Doing? (June-August 2019)				
1a: Plan Audit	78	\$ 9,697	\$ 100	\$ 9,797
1b: The Last 5 Years	78	\$ 9,697	\$ 100	\$ 9,797
Meeting Materials	7	\$ 940	\$ -	\$ 940
Trip 1 (3 days)	32	\$ 6,339	\$ 2,001	\$ 8,340
Questionnaire 1, Text Polling 1	44	\$ 3,924	\$ 500	\$ 4,424
Subtotal Phase 1 Labor	239	\$ 30,597	\$ 2,701	\$ 33,298
Phase 2 - Augmenting Our Plan (September-October 2019)				
2a: Reinintroduce the Plan, Our Successes and Where We Need to Go				
Executive Summary	52	\$ 7,190	\$ -	\$ 7,190
Meeting Materials/Public Meeting Materials	22	\$ 2,784	\$ -	\$ 2,784
Trip 2 (3 days)	32	\$ 6,339	\$ 2,001	\$ 8,340
Summary	10	\$ 2,053	\$ -	\$ 2,053
2b: Enhancing the GMP with Planning Commission				
Meeting Materials	5	\$ 735	\$ 100	\$ 835
Summary	6	\$ 1,128	\$ -	\$ 1,128
Trip 3 (2 days)	20	\$ 4,190	\$ 1,606	\$ 5,796
Modified Preliminary Draft GMP Amendment	96	\$ 12,747	\$ 1,801	\$ 14,548
2c: Enhancing the GMP Amendment with our Electeds - Part 1				
Meeting Materials	7	\$ 939	\$ -	\$ 939
Summary	8	\$ 1,591	\$ -	\$ 1,591
Trip 4 (2 days)	20	\$ 4,190	\$ 1,606	\$ 5,796
Modified Draft GMP Amendment	72	\$ 8,233	\$ 1,801	\$ 10,034
2d: Affirmation of GMP Amendment with our Electeds - Part 2				
Meeting Materials	7	\$ 939	\$ -	\$ 939
Summary	8	\$ 1,591	\$ -	\$ 1,591
Trip 5 (2 days)	20	\$ 4,190	\$ 1,606	\$ 5,796
Modified Draft GMP Amendment	64	\$ 6,900	\$ 1,801	\$ 8,701
Subtotal Phase 2 Labor	449	\$ 65,739	\$ 12,322	\$ 78,061
Phase 3 - Creating our Next Action Plan				
3a: Public Draft GMP Amendment	64	\$ 8,066	\$ 100	\$ 8,166
3b: Adopt Amendments to Comp Plan				
Draft GMP Amendment	40	\$ 4,957	\$ 100	\$ 5,057
Final GMP Amendment	22	\$ 2,370	\$ 100	\$ 2,470
Subtotal Phase 3 Labor	126	\$ 15,393	\$ 300	\$ 15,693
Subtotal Labor Costs	814	\$ 111,729	\$ 15,323	\$ 127,052

- No new GIS data analysis is anticipated (basic updates to community character maps are part of Task 1). Additional GIS analysis is an optional \$5-15K depending on scope
- Additional meetings/trips (3 days at \$9,000) or in-person meetings at \$4,000 - 5,000 (1-2 days meetings) as needed. Trips include summaries, facilitation, presentations, interviews etc..

Resumes of Key Personnel

Logan Simpson

Bruce Meighen, AICP | Planning Principal

Bruce is a certified planner with 25 years of experience and more than 50 awards in comprehensive planning and public involvement. His planning experience includes the successful completion of hundreds of public involvement programs associated with economic, recreation, transportation, and planning assignments. Bruce has spent his career working with quality of life communities in the West, particularly those seeking to preserve their character while exercising adaptability and innovation. Many of his projects include incorporation of funding sources and incentivization, and a number of plans have resulted in changes to code and development strategies. He will serve as the project's principal in charge, and will be responsible for responsible for contract management, public engagement facilitation, and quality assurance review of the draft amendment.

Selected Relevant Experience

- Comprehensive Plan and Character Districts, Town of Jackson / Teton County, Wyoming
- Land Development Regulations Update, Town of Jackson / Teton County, Wyoming
- Workforce Housing Action Plan, Town of Jackson / Teton County, Wyoming
- Integrated Transportation Plan, Town of Jackson / Teton County, Wyoming
- Cody Comprehensive Plan, Wyoming
- Generation Casper Comprehensive Plan, Wyoming
- McCall Downtown Master Plan Update; Comprehensive Plan and Transportation Plan Updates; and Workforce Housing Study, Idaho
- Driggs Comprehensive Plan Update, Idaho
- West Central Mountains Economic Development Strategy, Valley County and Meadows Valley, Idaho
- Teton View Regional Plan for Sustainable Development, Idaho and Wyoming
- Teton County Comprehensive Plan, Idaho
- Wasatch Canyon General Plan, Utah
- Town of Mountain Village at Telluride Comprehensive Plan and Town Hall Amendment, Colorado
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Gallatin County Comprehensive Plan, Montana
- Meridian Comprehensive Plan, Idaho
- Elevate Eagle Comprehensive and Land Use and Development Code Update, Colorado
- Imagine Winter Park Town Master Plan, Colorado
- Vision Winter Park, Florida
- Green Mountain Falls Comprehensive Plan, Colorado
- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- Adams County District Plan, Colorado
- Ogden Valley General Plan Update, Utah
- Spanish Fork The River Bottoms Subarea Plan, Utah
- Maricopa County Flood Control District Non-Structural Best Practices, Arizona

Megan Moore, ASLA, Assoc. AIA | Senior Planner

Megan is an urban designer with extensive experience in planning and design at a wide range of scales. She specializes in comprehensive, subarea, and corridor planning with a key focus on urban revitalization and redevelopment. With over 15 years of experience, she is already the recipient of more than 30 design and planning awards. Her planning capabilities are enhanced by her background in architecture and landscape architecture, giving her a unique perspective

into urban design strategies and solutions and implementing policy guidance to create human-scale places and preserve character. She has been working with a number of similar communities in Idaho, Montana, Colorado, and throughout the West. Megan will serve as the project's senior planner, primarily responsible for amendment guidance, authorship, and review.

Selected Relevant Experience

- Comprehensive Plan and Character Districts, Town of Jackson / Teton County, Wyoming
- Land Development Regulations Update, Town of Jackson / Teton County, Wyoming
- Workforce Housing Action Plan, Town of Jackson / Teton County, Wyoming
- Integrated Transportation Plan, Town of Jackson / Teton County, Wyoming
- Cody Comprehensive Plan, Wyoming
- Teton County Comprehensive Plan, Idaho
- Driggs Comprehensive Plan Update, Idaho
- McCall Downtown Master Plan Update; Comprehensive Plan and Transportation Plan Updates; and Workforce Housing Study, Idaho
- Meridian Comprehensive Plan, Idaho
- Twin Falls Comprehensive Plan Update, Idaho
- Green Mountain Falls Comprehensive Plan, Colorado
- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- Gallatin County Comprehensive Plan, Montana
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Imagine Winter Park Town Master Plan, Colorado
- Vision Winter Park, Florida
- North Ranch Sector Plan, Florida
- Osceola County Conceptual Master Plans, Florida
- Town of Mountain Village at Telluride Comprehensive Plan, Colorado
- PlanCOS Comprehensive Plan, Colorado Springs, Colorado
- Generation Casper Comprehensive Plan, Wyoming
- Timnath Comprehensive Plan Update and Parks, Recreation, Open Space, and Trails (PROST) Plan Update, Colorado
- Westminster Comprehensive Plan Update, Colorado
- City and County of Broomfield Comprehensive and Transportation Plan Update, Colorado
- Arvada Comprehensive and Transportation Plan Update, Colorado
- Timnath Comprehensive Plan, Colorado



Mitch Hendrick | Planner

Mitch is a planner with experience in community engagement, economic analysis, and in-depth, community-level research. He brings relevant experience from the both the public and private sectors, having served as a planning intern for the City of Fort Collins while completing his degree in Urban Planning and also as a project coordinator for a real estate financial consultant firm. In both positions, Mitch conducted detailed population and economic research focused on a variety of communities around the Country. He will work with this team to develop existing conditions and projections, organize materials, and prepare documents. His background using Adobe products and ArcMap enables him to provide support related to graphic and map production.

Selected Relevant Experience

- Gallatin County Comprehensive Plan, Montana
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Meridian Comprehensive Plan, Idaho
- Elevate Eagle Comprehensive Plan and Land Use Development Code Update, Colorado
- Arvada Traffic Standards, Arvada, Colorado
- Westminster Comprehensive Plan Update, Colorado
- W192 Streetscape and Building Design Guidelines, Sign Code, and Land Use Code, Osceola County, Florida
- Maricopa County Flood Control District Non-Structural Best Practices, Arizona
- Green Mountain Falls Comprehensive Plan, Colorado
- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- The Concord at Sheridan (Lender Regulation Compliance Assistance), Chicago, Illinois
- Madison Apartments Tax Credit Application and Site Review Process, Peoria, Illinois

Maria Michieli-Best | Technical Review and Document Layout

Maria brings more than 18 years of experience in quality assurance review and more than 14 years of experience in graphic layout. She is responsible for text editing; quality control/review of documents graphics and deliverables; and document design and layout. Maria has worked on variety of products, including comprehensive and general plans, design guidelines, implementation toolkits, parks and recreation master plans, and public meeting posters and handouts. She has also developed a number of templates for use in firm and project marketing, including flyers, technical proposal standards and templates, and brochures. Maria will be responsible for document design and layout, assistance with graphic updates, and technical review of the amendment document.

Selected Relevant Experience

- Comprehensive Plan and Character Districts, Town of Jackson / Teton County, Wyoming
- Land Development Regulations Update, Town of Jackson / Teton County, Wyoming
- Workforce Housing Action Plan, Town of Jackson / Teton County, Wyoming
- Teton County Comprehensive Plan, Idaho
- McCall Downtown Master Plan Update and Comprehensive Plan and Transportation Plan Updates, Idaho
- Meridian Comprehensive Plan, Idaho
- Twin Falls Comprehensive Plan Update, Idaho
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Imagine Winter Park Town Master Plan, Colorado
- West Central Mountains Economic Development Strategy, Valley County and Meadows Valley, Idaho
- Teton View Regional Plan for Sustainable Development, Idaho and Wyoming
- Spanish Fork The River Bottoms Subarea Plan, Utah
- Town of Mountain Village at Telluride Comprehensive Plan, Colorado
- Wasatch Canyon General Plan, Utah

- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- Adams County District Plan, Colorado
- Bozeman Community Plan, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Generation Casper Comprehensive Plan, Wyoming

OPS Strategies

Alex Norton, AICP | Principal, OPS Strategies

Alex is an award-winning, veteran of translating and communicating complex trends, relationships, and conversations so that communities can make informed policy decisions. After earning a degree in Urban and Regional Studies from Cornell University, he spent 12 years working as a planner in the resort community of Jackson Hole, Wyoming, his hometown. Working for the Town of Jackson and Teton County, he helped the community to identify a vision, take steps to achieve that vision, and establish an adaptive management approach to monitoring community success. He will add regional perspective to the project team, especially through his expertise in the Teton County Wyoming housing situation and his experience with intergovernmental growth management tools and coordination. Alex will serve as the project analyst, bringing a local perspective and regional context.

Selected Relevant Experience

- Jackson/Teton County Workforce Housing Action Plan
- Jackson/Teton County Land Development Regulations Restructure
- Jackson/Teton County Indicator Report
- Jackson/Teton County Comprehensive Plan
- Driggs Comprehensive Plan Update, Idaho
- Engage 2017 Public Engagement Effort
- Jackson/Teton County Affordable Workforce Housing Requirements
- Town of Jackson Zoning Updates
- Teton County Natural Resource Protections
- Town of Jackson Parking Management Study
- Teton County Rural Zoning and Conservation Incentives



PROFESSIONAL SERVICES CONTRACT

AGREEMENT FOR SERVICES TO UPDATE THE TOWN OF JACKSON/TETON COUNTY COMPREHENSIVE PLAN

This Agreement for Services ("Agreement") is entered into this _____ day of _____, 2019, (hereinafter referred to as the effective date of the agreement) by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as **City**) and **LOGAN SIMPSON** _____, (hereinafter referred to as **Contractor**)

Witnesseth

WHEREAS, the City desires to hire a consultant to assist with the preparation of an update to the Town of Jackson/Teton County Comprehensive Plan; and

WHEREAS, Contractor has the necessary skills and experience long range planning, zoning tools, urban design, and public facilitation; and

WHEREAS, the City desires to hire Contractor and Contractor desires to provide consulting for an update to the Town of Jackson /Teton County Comprehensive Plan.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide professional long range planning, zoning, design, and public facilitation services to the City as more fully described in **Exhibit A hereto – Scope of Services** which is incorporated herein by reference (hereinafter referred to as **Work**).

Article 2. Timetable

Contractor shall complete all of the Work within 12 months of the date of a written notice to proceed from the City.

Article 3. Compensation and Payment

The City agrees to pay Contractor, as full compensation for all Work provided hereunder, not to exceed \$_____. Contractor shall present an appropriate invoice to the City by the 1st day of every month with a detailed breakdown of Work performed by hourly unit. The Contractor shall be paid per hour of completed services, plus actual direct expenses which shall be pre-approved by the City if in excess of

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

\$5,000.00 as illustrated on **Exhibit B hereto – Budget** and **Exhibit C Schedule** which are incorporated herein by reference. The City will provide Staff to assist with certain tasks as noted in the attached scope of work. The amount of permissible compensation per Task is more fully described in **Exhibit B hereto**. It is specifically understood and agreed to by the Contractor that the amounts listed for each Task is a “not to exceed” amount and may be reallocated between tasks as needed for completion of the overall contract. Contractor shall not receive compensation in excess of the total “not to exceed” amount as set forth in this Article without the prior written approval of the City. The amount of compensation shall not vary as a result of the time of day the Work is performed or the number of hours during which services are performed in any given period of time. The City may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement in order to audit and verify the aforesaid charges.

Article 4. Term and Termination

The term of this Agreement shall commence on the effective date of this Agreement and shall expire on July 1, 2020, unless otherwise extended by written request from the City and agreed upon by Contractor. Contractor or City may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 7 shall survive termination or expiration hereof.

Article 5. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the City. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Work that is agreed to be performed in accordance with this agreement.

Article 6. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the City within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to City employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the City shall not be responsible for any such withholding or paying of taxes or social security.

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

Article 7. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 8. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the City; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Insurance/Indemnity

Contractor agrees to secure and maintain insurance in an amount required by the City, naming the City as additional insureds, and shall indemnify, save and hold City, its officers and employees harmless from any damages, costs, liability or expenses (including reasonable attorney's fees) to the extent caused by or arising from the negligent performance of the Work or negligent actions of the Contractor, its employees or representatives in the pursuit or performance of this Agreement; provided however, that nothing contained in this section shall be construed as requiring Contractor to indemnify the City against liability for any claims, including damages, caused by or resulting from the sole negligence of the City, its officers, employees or agents. A Certificate of such insurance shall be filed with the City before commencing any of the Work under this Agreement.

I. Declaration by Independent Contractor

The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Work to be performed under this Agreement.

J. Sovereign and Governmental Immunities

The City does not waive its sovereign and governmental immunities by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

K. Dispute Resolution

In the event of a dispute arising under the terms of this Agreement the Parties shall, prior to resorting to the Courts, enter into good faith efforts to mediate their differences. The Parties shall jointly select a disinterested third party to act as a mediator to facilitate

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

the resolution of their dispute. In the event the Parties are unable to jointly decide on a mediator, they shall each select an impartial representative, the two of whom shall decide on a mediator. The mediator shall, within ninety (90) days, conduct a hearing on the matter, and submit his or her findings and conclusions to the Parties. The provisions of Wyoming Statutes shall apply to the mediation process. Each of the Parties shall share equally in the cost of the mediator, but shall otherwise each bear their own costs in the mediation process.

Article 9. Notice

For purposes of this Agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the Parties at the following addresses:

Town of Jackson
Attn: Tyler Sinclair
P.O. Box 1687
Jackson, WY 83001

Logan Simpson
Attn: Bruce Meighen
3980 Broadway, Ste 103, PMB140
Boulder, CO 80304

Until or unless changed by one Party giving written notice of such change of address to the other Party.

DRAFT

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement on this _____ day of _____, 2019.

CITY OF JACKSON, WYOMING

Mayor Pete Muldoon

Attest:

Sandy Birdyshaw, Town Clerk

LOGAN SIMPSON

Bruce Meighen, Principal

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON



Approved FY 20 Implementation Work Plan

Comp Plan | ITP | Housing Action Plan

May 6, 2019

Since 2012, the Comprehensive Plan, Integrated Transportation Plan (ITP), and Housing Action Plan have been adopted; and staff structures have been created specifically to implement each plan. Implementation of the ambitious policies and strategies in the three plans is a fulltime workload for the individual departments and advisory boards responsible for each plan. The FY 20 Implementation Work Plan presents the projects from all three plans together to illustrate the workload on those responsible for them all – the public, the Board of County Commissioners, and Town Council. The following Plan was adopted at the May 6, 2019 Joint Meeting of the Jackson Town Council and Teton County Board of Commissioners.

FY 20 Work Plan Summary

Staff Capacity

The FY 20 Work Plan is structured assuming a fully functioning Joint and County Planning staff with the local knowledge and expertise to complete the list of complex community-oriented tasks. Two important positions that must be filled to achieve this Work Plan include the Joint Principal Long-Range Planner and the Joint Principal Transportation Planner. The County also has important positions to be filled including Senior Current Planner and Director of Planning and Building Services. Without these positions the tasks in this Work Plan will be delayed approximately six to twelve months.

Priorities

1. **Joint Comprehensive Plan Review (Growth Management Program):** The Growth Management Program is a systematic review of the Comprehensive Plan principles, policies, strategies, and indicators to identify corrective actions that are needed before it is too late to make the corrections. The Growth Management Program was triggered in 2016 upon hitting 5% growth in residential units since adoption of the Comprehensive Plan. In 2017 the Board and Council chose to delay the Growth Management Program because the Engage 2017: Housing, Parking, and Natural Resource Updates needed to be complete, especially the Town District 3-6 Zoning Updates and Housing Mitigation Requirements Update, before the community could accurately reflect on and adapt the Comprehensive Plan principles, policies, and strategies. Planning Staff allocated twelve months to complete this task (January 2019-December 2019). With limited Planning Staff resources and a previously unapproved FY 20 Work Plan, progress on this item has been initiated but the bulk of work remains to be completed. The Council and Board requested that this task be prioritized and achieved as expediently as possible with a primary focus on locational density preference and allocation. Planning Staff will present an expedited scope of work and schedule for this item at the June 3, 2019 Joint Information Meeting.

2. **Town Square Zoning Updates + Historic Preservation LDRs:** These updates are unlikely to be affected by the Growth Management Program and can occur concurrently with the Growth Management Program review. Town Square is a Character District composed of Stable subareas, where zoning updates are unlikely to include significant shifts from current allowances. Historic preservation LDRs are proposed to be included with the Town Square zoning because of the number of historic structures in the Town Square Character District but are actually standards that may be applied Townwide and Countywide as applicable.
3. **County Biannual LDR Cleanup:** With uncertainty surrounding staff resources and continued vacant staff positions, the Board provided direction for County staff to move forward now with completing the Biannual LDR Cleanup, which the Town has already completed. Ongoing items categorized under the LDR and Zoning Map Amendments task by the Board include updating County regulations surrounding wireless cellular facilities and exploring regulatory changes to allow individual building size to exceed zone-specified limitations for institutional uses. Adoption of updated natural resource protection standards is the final component to complete Engage 2017 and would mark completion of almost all the marquee projects discussed in the Comprehensive Plan but has been delayed. Other priorities conveyed by the Board include rezoning the Hog Island area and Aspens area and adding a task to reconsider density bonus tools available in the County specific to encouraging provision of workforce housing. The Board may revisit specific prioritization and timing of these tasks as staff capacity increases and the GMP review progresses.

Table 1: Tasks & Timeframes

Task	FY 19	FY 20	FY 21
	2019	2020	
LDR Updates and Studies			
Town Hillside LDRs			
Joint Biannual LDR Cleanup			
Town Square Zoning/Historic Preservation LDRs			?
LDR & Zoning Map Amendments			
Town Flat Creek Corridor			
Joint Stormwater Quality LDRs			
Town Natural Resource LDRs			
County Natural Resource LDRs (Engage 2017)		?	
County Hog Island Zoning		?	
County Aspens Zoning		?	
Joint Business Park Zoning		?	
County Road/Utility LDRs		?	
Comprehensive Plan Administration			
Joint Standardized Data Collection	<		
Joint Comp Plan Review (GMP)			
Joint Annual Indicator Report	?		
Joint Annual Work Plan	?		
LDR and Comp Plan Education and Outreach			
Data Requests			
Other Comp Plan Coordination			
Integrated Transportation Plan Implementation			
Joint START Funding	<		
Joint Restructure of TAC into RTPO	<		
Town Managed Parking Plan			
County Capital Group 1 Charter/Concept Design			>
Joint Capital Group 4 Charter/Concept Design			
Wildlife Crossings Master Plan			>
Joint ITP Technical Update			
Joint Park 'n Ride Study and TDM Framework		?	
ITP Education and Outreach			
Other ITP Implementation			
Housing Action Plan Implementation			
Housing Nexus Study			
Grove Phase 3 Development	<		
Town 174 N. King St. Development	<		
County Housing Supply at Jackson/Kelly	?		
Town Karns Meadow Tract 4			
County Housing Supply on Mercill			>
Joint Annual Housing Supply Plan		?	
Housing Capital Programs			
Housing Data Collection and Maintenance			
Housing Compliance			
Housing Education and Outreach			
Housing Management			

Ecosystem Stewardship

Growth Management

Quality of Life

Achieving Our Vision

FY 20 Work Plan Introduction

The purpose of the FY 20 Implementation Work Plan is to present all the community's planning projects for land use, transportation, and housing in one place so that the Board of County Commissioners and Town Council can prioritize their efforts and public focus knowing there is plenty of other community business to attend to as well.

References to "LDRs" stands for Land Development Regulations.

The FY 20 Implementation Work Plan tasks are organized chronologically based on anticipated completion date and representative Comprehensive Plan Common Value rather than by priority.

Each project description is color coded by the Comprehensive Plan Common Value it implements.



Contents

FY 20 Work Plan Summary	1
FY 20 Work Plan Introduction.....	4
FY 20 Work Plan Tasks	5
2019 Anticipated Completion	5
2020+ Anticipated Completion	7
Ongoing Tasks	17
5-Year Work Plan.....	24
Completed Work Plan.....	26

FY 20 Work Plan Tasks

2019 Anticipated Completion

The following tasks are anticipated to be completed by the end of 2019. Detailed descriptions of the projects are below.

Town Hillside LDRs

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

Comp Plan Strategies: 3.4.S.1, 3.4.S.3

Progress	35%				
Timeframe	Jul. 2018 – Dec. 2019				
Task Lead	Long-Range Planning				
Resources	FY 17	FY18	FY 19	FY20	Total
ToJ Pro. Services	\$ 500	\$ 0	\$ 5,000	\$26,000	\$ 31,000
Long-Range Planning	20 hrs.	40 hrs.	110 hrs.	100 hrs.	270 hrs.
Town Planning Director	0 hrs.	0 hrs.	20 hrs.	20 hrs.	40 hrs.
Town Planning	0 hrs.	0 hrs.	20 hrs.	20 hrs.	40 hrs.

Status: This Task was originally identified in the FY16 Work Plan as a subtask of a greater set of miscellaneous amendments. It was begun in June 2017 but put on hold because of the prioritization of the Engage 2017 projects. It was taken up again following the conclusion of the Engage 2017 projects. At the November 15, 2018 Town Council Meeting, Council directed staff to work with a consultant to draft the regulations and carry out geohazard mapping.

Joint Biannual LDR Cleanup

Progress	50%		
Timeframe	Jul. 2018 – Dec. 2019		
Task Lead	Long Range Planning		
Resources	FY 19	FY20	Total
Long-Range Planning	10 hrs.	90 hrs.	100 hrs.
County Planning Director	0 hrs.	20 hrs.	20 hrs.
County Planning	20 hrs.	20 hrs.	40 hrs.
Town Planning Director	10 hrs.	0 hrs.	10 hrs.
Town Planning	20 hrs.	0 hrs.	20 hrs.

Goal: Revisit LDR updates that have been made in the recent past to cleanup errors and address unintended consequences. Ensure the LDRs are kept current, unlike the period from 1994-2015 when they were largely unattended and became unmanageable. Major unintended consequences that merit more specific review will be addressed as separate tasks. For example, in FY16 the Town and County revisited the nonconforming standards as a separate task from a larger revisit of the restructured LDRs.

Comp Plan Strategies: 3.3.S.2, 3.3.S.3

Status: The Town of Jackson Planning Department has completed their LDR cleanup. The County Planning Department has initiated their cleanup with projected adoption prior to December 2019.

Joint Comprehensive Plan Review (GMP)

Progress	Initiated		
Timeframe	Jan. 2019 – Dec. 2019		
Task Lead	Long Range Planning		
Resources	FY19	FY20	Total
ToJ Pro. Services	\$ 15,000	\$ 35,000	\$ 50,000
County Pro. Services	\$ 15,000	\$ 35,000	\$ 50,000
Long-Range Planning	500 hrs.	500 hrs.	1000 hrs.
County Planning Director	160 hrs.	160 hrs.	320 hrs.
County Planning	20 hrs.	20 hrs.	40 hrs.
Town Planning Director	160 hrs.	160 hrs.	320 hrs.
Town Planning	20 hrs.	20 hrs.	40 hrs.

Goal: Evaluate the community's ability to meet the Comprehensive Plan targets for the location and type of growth. This review is outlined in the Comprehensive Plan as the Growth Management Program (GMP). Analyze why trends have continued or changed, then identify new strategies to better achieve Comp Plan targets. Evaluate whether the appropriate indicators are being tracked. Discuss any changes to the Comp Plan principles and policies needed to address changes in circumstances or the community's Vision.

Comp Plan Strategies: Principle 9.1

Status: This task was originally identified in 2017 when the Growth Management Program was triggered. It was not begun in 2017 in order to allow for completion of the Engage 2017 projects prior to review of the Comprehensive Plan. This task will begin with the seating of the new Council and Board in 2019.

2020+ Anticipated Completion

The following tasks are anticipated to be concluded in 2020 or later.

Town Square Zoning and Historic Preservation LDRs

Progress	5%		
Timeframe	Jan. 2019 – Jan. 2020		
Task Lead	Town Planning		
Resources	FY 19	FY 20	Total
ToJ Pro. Services	\$ 18,000	\$ 49,500	\$ 67,500
County Pro. Services	\$ 2,000	\$ 5,500	\$ 7,500
Town Planning	50 hrs.	450 hrs.	500 hrs.
Long-Range Planning	10 hrs.	40 hrs.	50 hrs.
Town Planning Director	50 hrs.	450 hrs.	500 hrs.

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

Comp Plan Strategies: 4.1.S.1, 4.2.S.1, 4.2.S.4, 4.4.S.3, 4.5.S.1

Status: This Task was started January 2019 and will be completed over the next 12 months.

Joint Standardized Indicator Data Collection

Progress	50%		
Timeframe	Aug. 2012 – Dec. 2020		
Task Lead	Long Range Planning		
Resources	FY19	FY20	Total
ToJ Pro. Services	\$ 10,000	\$0	\$ 10,000
County Pro. Services	\$ 16,000	\$10,000	\$ 16,000
Long-Range Planning	55 hrs.	145 hrs.	200 hrs.
County Planning Director	10 hrs.	10 hrs.	20 hrs.
County Planning	40 hrs.	40 hrs.	80 hrs.
Town Planning Director	10 hrs.	0 hrs.	10 hrs.
Town Planning	40 hrs.	0 hrs.	40 hrs.

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

Comp Plan Strategies: Policy 9.2.a

Status: This task was identified in the original FY13 Work Plan. Efforts to establish and document indicator methodology have been completed. With upgrades to the County database software and expected upgrades to the Town database software, coordinating data collection for both jurisdictions will be more easily achieved and is expected to be complete by Dec. 2020.

County Natural Resource LDRs

Progress	80%				
Timeframe	Feb. 2017 – TBD				
Task Lead	County Planning				
Resources	FY 17	FY 18	FY 19	FY 20	Total
ToJ Pro. Services	\$ 3,000	\$7,000	\$0	\$0	\$ 10,000
Co. Pro. Services	\$ 22,000	\$ 43,000	\$0	\$5000	\$ 65,000
Long-Range Planning	100 hrs.	200 hrs.	200 hrs.	200 hrs.	700 hrs.
Planning Director	20 hrs.	80 hrs.	80 hrs.	80 hrs.	260 hrs.
County Planning	100 hrs.	400 hrs.	400 hrs.	200 hrs.	1100 hrs.

Goal: Utilize the vegetation mapping (completed in 2013) and focal habitat study (completed in 2017) to update the Natural Resources Overlay (NRO) and other natural resource protection standards by December 2019. Habitat protection will be updated to be a tiered system that is based on relative critical value. Standards and review requirements applicable in various areas will relate to the relative habitat value of the area so as to contribute to the short and long-term protection of the health of the habitat network. The County will take the lead on this effort as it has broader applicability in the County. The Town will ultimately adopt those portions relevant in Town but may do so through a later separate process once the County has refined the standards through its adoption process.

Comp Plan Strategies: 1.1.S.3, 1.1.S.4, 1.1.S.5, 1.1.S.6, 1.1.S.7, 1.2.S.1, 1.2.S.2

Status: A draft of the Natural Resource Protection amendments was presented for public review on September 28, 2018. The draft amendments were the product of a significant amount of work completed by the Natural Resources Stakeholder Group and five months public outreach. Additionally, the Focal Species Habitat Map model was completed in 2017. This task has been placed on hold in order to develop staff leadership and strategic stakeholder interests before completion.

County Hog Island Zoning

Goal: Update the zoning for the Hog Island Home Business (Subarea 7.2). If updates to the Comprehensive Plan character description occur these updates will be incorporated in updated zoning.

Comp Plan Strategies: 3.2.S.1, 3.2.S.2, 3.2.S.3, 3.2.S.5, 3.2.S.6, 6.2.S.3, 6.3.S.2

Status: This Task is predicated on completion of the GMP first but may be accelerated as the GMP progresses.

Progress	Not begun	
Timeframe	TBD	
Task Lead	Long-Range Planning	
Resources	FY 20	Total
County Pro. Services	TBD	TBD
Long-Range Planning	200 hrs.	200 hrs.
County Planning Director	50 hrs.	50 hrs.
County Planning	50 hrs.	50 hrs.

County Aspens Zoning Update

Goal: Update the zoning in the Aspens Character District to implement the desired future character for the area as described in the Comprehensive Plan. Use applicable Town zoning as a starting point to create new County zones that preserve the residential character of the Aspens character district and transition the commercial area to a more pedestrian oriented form, without increasing the commercial potential.

Comp Plan Strategies: 3.2.S.1, 3.2.S.2, 3.2.S.3, 3.2.S.5, 3.2.S.6

Progress	Not begun	
Timeframe	TBD	
Task Lead	Long-Range Planning	
Resources	FY 20	Total
County Pro. Services	\$ 20,000	\$ 20,000
Long-Range Planning	500 hrs.	500 hrs.
County Planning Director	50 hrs.	50 hrs.
County Planning	50 hrs.	50 hrs.

Status: This Task is predicated on completion of the GMP first but may be accelerated as the GMP progresses.

County Road/Utility LDRs

Goal: Utilizing the Town Community Streets Plan for guidance, the County will work with road, pathway, and utility designers to update the County road, utility, and easement standards.

Comp Plan Strategies: 7.2.S.1, 7.2.S.5, 7.3.S.2

Progress	10%	
Timeframe	TBD	
Task Lead	Transportation Planning	
Resources	FY 19	FY20
Transport. Planning	50 hrs.	50 hrs.
Long-Range Planning	30 hrs.	30 hrs.
County Planning Director	10 hrs.	10 hrs.
County Engineering	0 hrs.	20 hrs.

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

County WY22 Capital Project Group 1 Charter/Concept Design

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

- Reconstruction of the Y Intersection. **Status:** Complete.
- Tribal Trails Connector, New Roadway **Status:** 5% Complete. Initial design phase.
- WY22 Multilane, Multimodal Improvements, BRT/HOV, Jackson to WY390.

Progress	10%		
Timeframe	Mar. 2018 – TBD		
Task Lead	Transportation Planning		
Resources	FY 19	FY20	Total
County Pro. Services	\$ 30,000	\$0	\$30,000
Transport Planning	100 hrs.	400 hrs.	500 hrs.
Long-Range Planning	40 hrs.	30 hrs.	70 hrs.
County Planning Director	40 hrs.	60 hrs	100 hrs.
Town Planning Director	20 hrs.	30 hrs.	50 hrs.
County Engineering	60 hrs.	400 hrs.	460 hrs.

Status: Initiated and ongoing. WYDoT is project lead.

- WY22 Pathway, Wilson to Jackson.

Status: 75% complete with the Wilson to Hwy 22/Hwy 390 section remaining.

- WY22 Wildlife Permeability, Jackson to WY390.

Status: 10% Complete. Wildlife Crossings Master Plan has been completed. Implementation is in initial stages. See Wildlife Crossings Master Plan Implementation for more details.

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

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

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

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

Status: This project has not started. The goal is to begin the process in the second half of 2019.

Progress	0%	
Timeframe	Jul. 2019 – Jun. 2020	
Task Lead	Transportation Planning	
Resources	FY 20	Total
County Pro. Services	\$ 20,000	\$ 20,000
ToJ Pro. Services	\$ 10,000	\$ 10,000
Transport Planning	300 hrs.	300 hrs.
Long-Range Planning	30 hrs.	30 hrs.
County Planning Director	40 hrs.	40 hrs.
Town Planning Director	20 hrs.	20 hrs.
County Engineering	300 hrs.	300 hrs.

Wildlife Crossings Master Plan Implementation

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

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

Status: Wildlife Crossings Master Plan has been completed. Implementation is in initial stages.

Progress	10%	
Timeframe	Jan. 2019 – Jan. 2024	
Task Lead	Transportation Planning	
Resources	FY 20	Total
County Pro. Services	TBD	TBD
ToJ Pro. Services	TBD	TBD
Transport Planning	Ongoing	Ongoing
County Planning Director	Ongoing	Ongoing
Town Planning Director	Ongoing	Ongoing
County Engineering	Ongoing	Ongoing

Joint ITP Technical Update

Progress	0%		
Timeframe	Jul. 2019 – Jun. 2020		
Task Lead	Transportation Planning		
Resources	FY 19	FY 20	Total
County Pro. Services	\$ 25,000	\$ 0	\$ 25,000
ToJ Pro. Services	\$ 25,000	\$ 0	\$ 25,000
Transport			
Planning/Town	20 hrs.	100 hrs.	120 hrs.
Planning Director			
Long-Range Planning	0 hrs.	0 hrs.	0 hrs.

Goal: Perform the 2019 technical update called for in the ITP to incorporate better data and recalibrate the baseline indicators, forecasts and other data components of the ITP, including recalibrating the model used to estimate countywide Vehicle Miles of Travel (VMT) and Person Miles of Travel (PMT). As part of this update the Town and County will explore the potential of using new and emerging data sources, including “big data,” which may provide more accurate and reliable inputs to the model than previously available.

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

Status: Staff has contacted Charlier Associates to assist with this project.

Joint Park 'n Ride Study and TDM Framework

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

Progress	5%		
Timeframe	TBD		
Task Lead	Transportation Planning		
Resources	FY 19	FY 20	Total
County Pro. Services	\$ 0	\$ 0	\$ 0
ToJ Pro. Services	\$ 0	\$ 0	\$ 0
Transport. Planning	50 hrs.	300 hrs.	350 hrs.
Long-Range Planning	0 hrs.	60 hrs.	60 hrs.
Town Planning Director	0 hrs.	60 hrs.	60 hrs.
START	50 hrs.	50 hrs.	100 hrs.

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

Status: The managed parking program (above) is seen as the first phase of the TDM program. The next phase will develop TDM strategies tailored to commuters, new development, residents and visitors. START has an RFP drafted to solicit services to optimize the current START route to better suit rider needs.

Town Natural Resource LDRs

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

Comp Plan Strategies: 1.1.S.3, 1.1.S.4, 1.1.S.5, 1.1.S.6, 1.2.S.1, 1.2.S.2, 4.4.S.5

Status: This task will begin when the County Natural Resource Regulations have been completed.

Progress	Not begun.		
Timeframe	Jul. 2020 – Jun. 2021		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
Long-Range Planning	150 hrs.	150 hrs.	300 hrs.
Town Planning Director	40 hrs.	40 hrs.	80 hrs.
Town Planning	40 hrs.	40 hrs.	80 hrs.

Town Flat Creek Corridor

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

Comp Plan Strategies: 4.4.S.5.

Status: This task is scheduled to begin in January of 2020. Upon Council request, this task may be accelerated to begin Fall of 2019 dependent on public outreach opportunity coordinated with other prioritized tasks scheduled for that time period.

Progress	Not begun.		
Timeframe	Jan. 2020 – Dec. 2020		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
Long-Range Planning	150 hrs.	150 hrs.	300 hrs.
Town Planning Director	40 hrs.	40 hrs.	80 hrs.
Town Planning	40 hrs.	40 hrs.	80 hrs.

Joint Stormwater Quality LDRs

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

Comp Plan Strategies: 1.2.S.1, 1.2.S.2,

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

Progress	Not begun.		
Timeframe	Jan. 2020 – Dec. 2020		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
Long-Range Planning	40 hrs.	0 hrs.	40 hrs.
County Public Works	200 hrs.	200 hrs.	400 hrs.
County Planning	40 hrs.	40 hrs.	80 hrs.
Town Public Works	200 hrs.	200 hrs.	400 hrs.
Town Planning	40 hrs.	40 hrs.	80 hrs.

Joint Business Park Zoning

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

Comp. Plan Strategies: 3.2.S.1, 3.2.S.2, 3.2.S.3, 3.2.S.5, 3.2.S.6, 6.2.S.3, 6.3.S.2

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

Progress	Not begun	
Timeframe	TBD	
Task Lead	Long-Range Planning	
Resources	FY 20	Total
County Pro. Services	TBD	TBD
Long-Range Planning	500 hrs.	500 hrs.
County Planning Director	50 hrs.	50 hrs.
County Planning	50 hrs.	50 hrs.

Housing Study Nexus Update

Goal: Update the Housing Nexus Study to inform sliding scale mitigation requirements.

Comp. Plan Strategies: 5.3.a

Status: This project will begin in 2020.

Progress	Not begun.		
Timeframe	Jul. 2020 – Jun. 2021		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
County Pro. Services	TBD	TBD	TBD
ToJ Pro. Services	TBD	TBD	TBD
Long-Range Planning	100 hrs.	100 hrs.	200 hrs.
County Planning Director	10 hrs.	10 hrs.	20 hrs.
Town Planning Director	10 hrs.	10 hrs.	20 hrs.

County Housing Supply at Jackson/Kelly

Goal: Develop the County property at Jackson St. and Kelly Ave. for Teton County Government employee housing and community workforce housing.

HAP Strategies: 2A, 2B, 2E

Status: Negotiations with the adjacent landowner are ongoing.

Next steps: Execute letter of intent to partner.

Timeline	
LOI to Partner	2019 Q2
Release RFP	2020 Q1
Choose Partner	2020 Q2
Groundbreaking	2021 Q2
Cert. of Occupancy	2022 Q4

County Housing Supply on Mercill

Goal: Develop the east half of the Children's Learning Center site on Mercill Ave. for community workforce housing.

HAP Strategies: 2A, 2B

Status: Teton County owns this property, the current tenant on the east side of the property, the Jackson Hole Historical Society, has a signed lease that expires March 31, 2019.

Next steps: Develop RFP for site, release RFP, award project, build project.

Timeline	
Develop RFP	2018 Q4
Release RFP	2019 Q1
Choose Partner	2019 Q2
Groundbreaking	2020 Q2
Cert. of Occupancy	2021 Q3

Karns Meadow Tract 4

Goal: Develop the property for community workforce housing, including Town of Jackson employee housing.

HAP Strategy: 2B, 2E

Timeline	
EA Released	2019 Q1
Analyze Options	2019 Q2
Choose Approach	2019 Q3
Release RFP / (Sell)	2019 Q4

Status: An environmental assessment for Karns Meadow is underway.

Next steps: Once the EA is complete, staff will work with the Council to determine the highest and best use for the property. Options that will likely be considered include a shared appreciation mortgage pilot program for Town employees, a historic ARU site, a 9 to 24-unit community housing development, and selling the property.

Ongoing Tasks

The following tasks are the projects completed on an annual or ongoing basis.

Joint Annual Indicator Report

<i>Progress</i>	Annual
<i>Timeframe</i>	Dec.--Mar. Annually
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	<i>FY 20</i>
<i>Long-Range Planning</i>	200 hrs.
<i>Planning Director</i>	10 hrs.

Goal: Compile and publish annual indicator data. Analyze indicator data and execution of the past year's Implementation Work Plan to inform an Implementation Work Plan for the following year. Constantly monitor community trends and understand how to best achieve the vision of the Comprehensive Plan.

Comp Plan Strategies: Policy 9.2.a

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

Joint Annual Work Plan

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

Comp Plan Strategies: Policy 9.2.b

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

<i>Progress</i>	Annual
<i>Timeframe</i>	Dec. – Mar. Annually
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	<i>FY 20</i>
<i>Long-Range Planning</i>	60 hrs.
<i>Planning Director</i>	20 hrs.

LDR and Zoning Map Amendments

Goal: Acknowledge the time and resources required for the various LDR and zoning map amendments that are proposed by the public or other departments that are not otherwise a part of this work plan. In recent years, items such as appeals process, short-term rental, adult entertainment businesses, dark skies, reception sites, noncontiguous PRDs, PUD regulations, and rezones have required significant staff, public, and elected official resources. For this task, it should be noted that the time estimates provided in the chart represent the typical amount of time available to spend on miscellaneous amendments, *not the amount of time it will take to achieve these projects*. Projects under this task may be recategorized as separate projects in this work plan if they represent a priority.

Progress	Ongoing
Timeframe	As Requested
Task Lead	Various
Resources	FY 20
Long-Range Planning	220 hrs.
County Planning Director	20 hrs.
County Planning	40 hrs.
Town Planning Director	20 hrs.
Town Planning	40 hrs.

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

Status: This is an annual Task that is a part of every year's work plan. Staff is aware that the public, other departments, or elected officials are interested in updating the following:

- Comprehensive Plan Amendment to Hog Island Character Description
- Town/County Cell Tower Standards
- Town of Jackson Sign standards (County sign standards will be completed in FY 23)
- Variance standards for maximum scale of development for Institutional buildings greater than 10,000 sf in County
- County Campground standards
- County levee standards

LDR and Comp Plan Education and Outreach

Goal: Ensure the public is engaged in the implementation of the Comp Plan. Coordinate the public engagement requirements of the tasks in this Work Plan. Communicate the community vision, where it came from, and how it is being achieved.

Comp Plan Strategies: 3.3.S.1 (this task represents the evolution of joint planning since 2012)

Status: This is an ongoing task that evolves with different projects. In general, the resources needed in an odd fiscal year are less than those in an even fiscal year because the bulk of the public engagement on large projects occurs mid-term, during even fiscal years.

<i>Progress</i>	Ongoing
<i>Timeframe</i>	Ongoing
<i>Task Lead</i>	Long-Range Planning
<i>Resources</i>	FY 20
<i>ToJ Pro. Services</i>	\$ 20,000
<i>Co. Pro. Services</i>	\$ 20,000
<i>Long-Range Planning</i>	400 hrs.
<i>County Planning Director</i>	20 hrs.
<i>County Planning</i>	20 hrs.
<i>Town Planning Director</i>	20 hrs.
<i>Town Planning</i>	20 hrs.

Data Requests

<i>Progress</i>	Ongoing
<i>Timeframe</i>	As needed
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	FY 20
<i>Long-Range Planning</i>	100 hrs.

Goal: As government and non-government organizations plan for service delivery, the long range planning department can provide consistent data and projections on the population and demographics of the community, limiting consultant fees and standardizing level of service planning across the community.

Comp Plan Strategies: Policy 8.1.a

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

Other Comp Plan Coordination

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

Comp Plan Strategies: various

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

<i>Progress</i>	Ongoing
<i>Timeframe</i>	Annually
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	FY 20
<i>Long-Range Planning</i>	100 hrs.
<i>County Planning Director</i>	75 hrs
<i>Town Planning Director</i>	75 hrs.

ITP Education and Outreach

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

Comp Plan Strategies: 3.3.S.1 (this task represents the evolution of joint planning since 2012)

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

Progress	Ongoing
Timeframe	Ongoing
Task Lead	Transportation Planning
Resources	FY 20
<i>County Pro. Services</i>	\$ 20,000
<i>ToJ Pro. Services</i>	\$ 20,000
<i>Transport Planning</i>	200 hrs.
<i>Long-Range Planning</i>	200 hrs.
<i>County Planning Director</i>	20 hrs.
<i>Town Planning Director</i>	20 hrs.

Joint Annual Housing Supply Plan

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

Timeline	
Draft 2019 Plan	2019 Q1
Adopt 2019 Plan	2019 Q3

HAP Strategies: 2

Status: 2017 Housing Supply Plan was approved 2017 Q3.

Next Steps: Draft the 2018 Plan and present to the Town Council and Teton County Board of Commissioners for approval.

Housing Capital Programs

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

Timeline	
Develop Program	Ongoing
Program Approval	TBD
Implementation	FY 19/20

Status: Developing programs with the Housing Supply Board.

Next Steps: Implement at least one new capital program in FY 19/20.

Housing Data Collection and Maintenance

Timeline	
On-line Interface	Ongoing
Data Reports	Annually

Goal: Streamline the application process to decrease human error and collect annual demographic and housing demand data. Full on-line applicant "status" e.g. what categories an applicant qualifies for, what paperwork still needs to be uploaded, what data needs to be completed or updated.

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

Status: This work is continuous.

Next Steps: See the Housing Department FY 20 Work Plan for details.

Housing Compliance

Timeline	
Compliance	Ongoing

Goal: Verify compliance with existing deed-restrictions, including continued compliance with provisions that need to be verified on an annual basis. Objectively, competently and completely investigate any information, complaint, or report of a violation of a deed-restriction.

HAP Strategies: 3A, 3C

Status: This work is continuous.

Next Steps: See the Housing Department FY 20 Work Plan for details.

Housing Education and Outreach

Goal: Provide the public with a comprehensive educational experience about the location and types of existing restricted housing stock, the process to purchase or rent a restricted home, data, and the reason the housing programs exist.

HAP Strategies: 2F

Status: Work was completed on five white board videos. Plans are in place to create aerial photos and videos of existing housing and potential locations of future housing with educational narratives. First quarterly newsletter was released 2018 Q4.

Timeline	
Aerial Photography	2018 Q3
Still Photos	Ongoing
Quarterly Newsletter	Ongoing
Update Website	2019 Q1
Develop Annual Report	2019 Q1
	2020 Q1
Release Annual Report	2019 Q1
	2020 Q1
Update Housing Portfolio	2019 Q1
	2020 Q1

Next steps: Complete a plan for aerial drone videos and aerial photography. Continue producing quarterly newsletters.

Housing Management

Timeline	
Employee Rentals	ongoing
Grove Requalification Notice	Annually Q2
Grove Requalify/Renew	Annually Q3
Grove Management	Ongoing
HOA Assistance	Ongoing

Goal: Manage the Town and County's employee housing rental programs according to each organization's policy. Manage the Grove Phase 1 Rentals to ensure vacancies are kept to a minimum, tenants are qualified, the building is being properly maintained as a safe and enjoyable place for tenants, bills are being paid, and operations and maintenance is on budget. Ensure that HOAs at existing Housing Authority developments are financially healthy and understand their role, CC&Rs, and the Housing Department's Rules and Restrictions.

HAP Strategies: 3

Status: This work is continuous.

Next Steps: See the Housing Department FY 2020 Work Plan for details.

5-Year Work Plan

This table conveys a longer-term, conceptual plan to prioritize future efforts into years ahead.

	FY 18-19	F Y 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Town Hillside Regulations	<					
Joint Biannual LDR Cleanup						
Joint Standardized Data Collection	<					
Joint Comp Plan Review (GMP)						
Town Square/Historic Zoning						
County Natural Resource LDRs		?				
County Hog Island Zoning		?				
County Aspens Zoning		?				
County Road/Utility LDRs		?				
Town Natural Resource LDRs		?				
Town Flat Creek Corridor						
Joint Business Park Zoning		?				
Housing Nexus Study Update						
Joint Stormwater Quality LDRs						
Town Rural Zoning and PUD Map						
County Historic Preservation LDRs						
Town Road/Utility LDRs (Lighting)						
County Wilson Zoning						
Other County Zoning						
TCSPT/Mitigation Bank Plan						
Joint Subdivision LDRs						
County Sign LDRs						
Evaluate Rural/Nat Res LDRs						>
LDR & Zoning Map Amendments						
Communitywide CIP						
Economic Development Plan						
Town Gateway Plans						
Annual Indicators & Work Plan						
Joint Public Engagement						
Data Requests						
Other Coordination						

	FY 18-19	F Y 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Joint START Funding	<					
Restructure of TAC into RTPO						
Town Managed Parking Plan						
Joint ITP Capital Group 4 Charter						
County ITP Capital Group 1 Charter			?			
Wildlife Crossings Master Plan						
Joint ITP Technical Update						
Joint Regional Parking + TDM Study		?				
County ITP Capital Group 2 Charter						
Joint Public Engagement						
Other ITP Implementation						
Grove Phase 3 Development						
Town 174 N. King St. Development						
County Jackson/Kelly Development						
County Mercill Development						
Karns Meadow Tract 4						
Annual Housing Supply Plan						
Capital Programs						
Data Collection and Maintenance						
Compliance						
Housing Education and Outreach						
Other HAP Implementation						

Completed Work Plan

This is the 7th Implementation Work Plan since adoption of the Comprehensive Plan in 2012. Below is a list of the implementation work completed or substantially completed to date.

Task	Date Complete	Strategies Implemented
Land Development Regulations Updates/Studies		
Housing Nexus Study	October 2013	5.3.S.1
Vegetation Mapping	December 2013	1.1.S.1
Joint LDR Restructure	December 2014	3.3.S.2, 3.3.S.3
County Rural LDRs Updates	December 2015	1.4.S.1, 1.4.S.2, 1.4.S.3, 3.1.S.1, 3.1.S.2, 3.3.S.2, 3.3.S.3
Town District 2 and LO Zoning	November 2016	4.1.S.1, 4.2.S.2, 4.2.S.4, 4.2.S.6, 4.4.S.3, 4.4.S.4
Focal Species Study	April 2017	1.1.S.2
Nonconformities LDRs Cleanup	May 2016	3.3.S.2, 3.3.S.3
County Nuisance LDRs	July 2016	3.1.S.1, 3.2.S.2
Town Adult Entertainment LDRs	March 2017	3.2.S.1
Exterior Lighting LDRs Update	September 2016	1.3.S.2
Town ARU Allowance	November 2016	5.2.S.2
Wildland Urban Interface LDRs	December 2016	3.4.S.2, 3.4.S.3
2016 LDR Cleanup	January 2017	3.3.S.2, 3.3.S.3
Joint Housing Mitigation LDRs	July 2018	5.1.S.1, 5.2.S.2, 5.3.S.2, 5.4.S.3, 5.4.S.4
Town District 3-6 Zoning	July 2018	4.1.S.1, 4.1.S.2, 4.2.S.4, 4.3.S.1, 4.4.S.3, 5.2.S.1, 5.4.S.3, 5.4.S.4
Snow King Master Plan Alternatives	July 2018	3.2.S.4
County Natural Resource LDRs	75% complete	1.1.S.3, 1.1.S.4, 1.1.S.5, 1.1.S.6, 1.1.S.7, 1.2.S.1, 1.2.S.2
Town Hillside LDRs	25% complete	3.4.S.1, 3.4.S.3
Other LDR & Zoning Amendments	Continuous	
Comprehensive Plan Administration		
2012 Work Plan	June 2012	Principle 9.2
2013 Indicator Report & Work Plan	May 2013	Principle 9.2
Standardize Data Collection	50% complete	Policy 9.2.a
2014 Indicator Report & Work Plan	May 2014	Principle 9.2
2015 Indicator Report & Work Plan	August 2015	Principle 9.2
2016 Indicator Report & Work Plan	April 2016	Principle 9.2
2017 Indicator Report & Work Plan	April 2017	Principle 9.2
2018 Indicator Report & Work Plan	April 2018	Principle 9.2
2019 Indicator Report & Work Plan	February 2019	Principle 9.2
2019 Growth Management Program	5%	Principle 9.1
Joint Public Engagement	Continuous	3.3.S.1
Provide Data to Others	Continuous	Policy 8.1.a
Other Coordination	Continuous	

Task	Date Complete	Strategies Implemented
Integrated Transportation Plan (ITP) Implementation		
ITP	September 2015	7.1.S.1, 7.1.S.4, 7.1.S.6, 7.1.S.8, 7.1.S.9
Community Streets Plan	April 2015	7.2.S.1
Town District 3-6 Parking Study	December 2017	4.1.S.1, 4.1.S.2, 5.4.S.3, 7.3.S.1
Joint Regional Traffic Model	January 2019	
Wildlife Crossings Master Plan	May 2018	
Town Managed Parking Plan	75% complete	
Restructure of TAC into RTPO	75% complete	
START Funding	75% complete	
Housing Action Plan Implementation		
Housing Action Plan (HAP)	November 2015	Comp Plan: 5.4.S.1, 5.4.S.2
Housing Authority Restructure	December 2016	HAP: 1
2016 Housing Supply Plan	October 2016	HAP: 2
Housing Rules & Regulations	July 2018	HAP: 3B
2017 Housing Supply Plan	November 2017	HAP: 2
2018 Housing Stock Portfolio	75% complete	HAP: 2F
Online Intake Form	February 2018	HAP: 2F, 3C, 4B
2018 Housing Supply Plan	June 2018	HAP: 2



**BOARD OF COUNTY
COMMISSIONERS**

TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: May 30, 2019

MEETING DATE: June 3, 2019

SUBMITTING DEPARTMENT: Housing

DEPARTMENT DIRECTOR: April Norton

PRESENTER: Stacy Stoker

SUBJECT: Melody Ranch Townhomes Roof Failure

STATEMENT/PURPOSE:

The Melody Ranch Townhomes development is experiencing issues related to the roofs on the units. The purpose of this item is to summarize the issue to-date and seek direction from the Council and Board with regard to what assistance, if any, the Housing Department and/or Housing Authority Board should provide the homeowners.

BACKGROUND/ALTERNATIVES

Melody Ranch Townhomes were constructed in 1996 and 1998 by No-Pro Housing LLC. They were developed as part of the mitigation required for the Melody Ranch PUD. Once the units were constructed, No-Pro Housing LLC was dissolved. The Housing Department has been told that three different construction firms were used to build the units.

All 24 units in the development had deed restrictions that sunset. Over time, the Teton County Housing Authority has been able to remove 8 of those sunset clauses, therefore restricting those units in perpetuity. 13 of the units have restrictions that sunset and are now free market units. 3 of the units have restrictions that have not yet sunset but will over the course of the next 3 years.

Affordable Units	8
Affordable Units w/ Sunset Clause	3
Market Units (restrictions have already sunset)	13

A few years ago, some of the owners started noticing issues with their roofs. The HOA provided funds to fix at least two roofs. According to the HOA, these fixes were emergency fixes that are only temporary. Around June 2018 homeowners began approaching the Housing Department to help them sort through

the roof situation as it became evident to at least some of the homeowners that the problem was pervasive and much more serious than initially thought.

On June 6, 2018 Buchko Structural Engineering LLC performed an inspection on an exposed section of roof Structural Insulated Panels (SIP). The report provided to the HOA on June 14, 2018 states:

The observed roof conditions appear to result from improperly specified panels and/or poor construction methods. Improperly sealed joint allowing moisture migration, improper joint connections, and omitted diaphragm nailing are improper SIP construction methods. That the condition is less pronounced on the buildings with metal roofs is likely the result of the metal ridges providing some ventilation. It is reasonable to expect that the roof was designed and constructed in a similar manner throughout the complex.

In the report, Buchko recommends that the roof panels be replaced with new panels or removed and replaced with a new system of conventional roof framing. The home Buchko inspected was listed for sale in 2018 for \$679,000 and eventually sold for \$545,000. This unit had a deed restriction that sunset (expired) in 2018 and was therefore a free market unit. It was the first unit in the neighborhood to sell as a free market unit.

The roof panel manufacturer, Insulpan, is out of business. The HOA insurance provider, Farm Bureau, was informed of the issue and advised the HOA that if the HOA makes a claim they will deny the claim as they do not cover faulty materials. Per the HOA, it was also stated by Farm Bureau that if the HOA makes a claim they will likely drop the HOA until the roof problem is fixed.

On July 2, 2018 the Teton County Attorney's Office sent the HOA a letter stating that the Housing Authority has no liability because it did not develop these units. The Housing Department's role pertaining to Melody Ranch Townhomes is to enforce the Occupancy and Use Restrictions, which includes ensuring compliance and facilitating sales and resales. The Housing Department has no authority over the HOA budget or the CCRs.

On July 11, 2018 Carrie Geraci, representing the HOA, came to speak to the Housing Authority Board asking for some assistance with the situation.

On August 20, 2018 the HOA held their annual meeting. The meeting minutes outline three options for the roof repair: 1) replace entire roof, 2) build a sub-structure over the existing roof, and 3) same as option 2, but only address the damaged areas of the roofs. The option costs range from \$25,000 to \$50,000 each. The meeting minutes also state that the metal roofs "should be ok."

On September 14, 2018, another homeowner, Brian Modena, met with Housing Department staff. During this meeting staff reiterated that the department had no liability in the matter. The complicating factor we identified at this time was related to the HOA's ability to get financing with multiple valuations of units (market, soon to sunset, permanently deed restricted).

On October 11, 2018, the Modenas were selected in a weighted drawing for a Workforce restricted home. Based on previous discussions with the Modenas, Housing Department staff knew their current home had a roof in need of repair.

The Housing Rules and Regulations require owners to complete all maintenance/repairs needed on a home before the closing of a sale. So, if one of the townhome owners wished to sell her/his unit, s/he would be required to fix the roof. Because the townhomes are connected four to a building, the entire building's roof needs to be fixed for all four townhomes at once, which would make it very hard for any one homeowner to fix any one roof so that s/he can sell her/his home. In cases where there are incomplete maintenance/repair items on a home being sold, the Rules and Regulations require funds to be held from sales proceeds in escrow to cover the cost of the maintenance/repair. For an owner to close the sale of a home, the Housing Department would hold funds from the sales proceeds in escrow to pay for the roof repair. However, if there is not enough equity in the home to cover the entire cost, the owner would be required to provide the remaining amount needed to cover the cost of the repair from her/his own pocket.

On October 19, 2018 the Modenas received a cost estimate to fix the roof on their four-plex. The estimate they received was around \$500,000 to fix the four-plex roof. This estimate does not include architectural drawings or any contingency. Per the Modenas, they approached four contractors about the job and were told by each one that the job was not something the contractor would consider bidding on.

On October 24, 2018, the Modenas filed multiple exceptions with the Housing Department:

- 1) An exception to the rule for submitting a request for exception prior to submitting an application for a new home.
- 2) An exception to the CPI increase of the home to increase the resale value of the home by the final cost to replace the roof on a per unit basis.
- 3) An exception to re-classify their deed restricted unit to go from a Category 2 to a Workforce housing unit or to allow their unit to sunset (and thus become a free market unit).

The Housing Manager denied these requests and the Modenas appealed to the Housing Authority Board. An appeal hearing was scheduled, but after more discussions, the appeal was dismissed without prejudice and a one-hour workshop with the HOA and Housing Authority Board was scheduled for December 18, 2018.

On November 1, 2018 the HOA received a letter from First Interstate Bank denying their request for financing to cover the cost of the roof repair, estimated at \$140,000 per unit. The letter states that the costs are too high, and the value of the deed restricted units does not benefit from the added investment.

On December 18, 2018 the Housing Authority Board and members of the HOA held a meeting after which, the Housing Authority Board agreed to "workshop" the issue at their next regularly scheduled meeting on January 2, 2019 with the goal of providing several options to the elected officials to consider as next steps.

January 2, 2019: Housing Authority Board Regular Meeting

At this meeting the Board discussed several different options, outlined below. Members of the HOA were present and available to answer questions. Keith Gingery was present as was Brad Flynt who represents the Modenas.

Information provided to the Board:

- The HOA does not have reserves to cover the costs of these repairs.
- It is impossible to be certain of the cost to repair the roofs at this time. Mr. Modena has submitted a quote from a contractor who according to Mr. Modena has indicated that they would NOT be willing to do the work. No other bids have been submitted by any contractors who are willing to

do the work. The Homeowner's Association has put out an RFP for an engineer and an architect to help them with design and a plan to move forward. The HOA has assessed each owner \$15,000 to be paid over three years. This is enough to cover the metal roofing or shingles to replace the outer roof, but not to replace the structure underneath. The HOA has also retained an attorney to advise them of their responsibility in this situation.

- The Housing Department is unaware of the HOA or any homeowner filing a claim with the insurance provider for the unit(s).
- In 2018, one of the market units sold for \$130,000 under asking price (which was \$679,000), based on info about the roof and the need for the new buyer to fix the roof.

Possible solutions discussed by the Board:

1. **Do nothing.** The Housing Authority has no liability. If units go to foreclosure, the Authority should purchase the units back, fix the roofs, change the restriction and re-sell to a qualified household.
2. **Increase the maximum resale price/change the restriction for permanently deed restricted units, purchase restrictions on other units.**
 - a. In this scenario, the JTCHA would increase the maximum resale price or change the restriction to a Workforce restriction for the permanently restricted units. If owners of these units were still unable to afford to fix their roofs, they would be required to sell their unit.
 - i. Increasing the max resale price shifts the cost to fix the roof to the next buyer.
 - b. For units with a sunset clause or that are already free market, if the homeowner could not afford the roof repair, JTCHA would purchase a permanent deed restriction on the unit for the cost of the roof repair. If the homeowner still could not afford to fix their roof, they will be required to sell.
3. **JTCHA financing/pay for with cost recovery.**
 - a. In this scenario, JTCHA would finance the cost of the roof repair for the 8 deed restricted units. The balance of the cost of the roof repair must be paid by the owner by the time s/he chooses to sell her/his unit.
 - b. JTCHA would purchase restrictions on any market or sunset clause units that cannot pay for cost of repair. If the homeowner still could not afford to fix their roof, they will be required to sell.

Possible solutions discussed and rejected by the Board or otherwise considered not viable:

1. **Remove deed restrictions.** The Housing Authority Board did not support this option.
2. **JTCHA Guaranty.** JTCHA guarantees the loan for the HOA (all 24 units) in exchange for restrictions on all 24 units. If an owner of a market unit pays the JTCHA back, then the restriction will be removed. All 24 homeowners will need to sign on to this. Likely not a viable option.
3. **Buy back, fix, and sell.** JTCHA forces all 8 deed restricted homeowners to sell their units. JTCHA then fixes the roofs and re-sells the units. The Housing Authority Board rejected this option.
4. **Buy back all 24 units, tear them down, and rebuild.** The Housing Authority Board rejected this option.
5. **Find the owners of the 8 permanently deed restricted units and the 3 units with restrictions that sunset in default of their special restrictions and force them to sell.** JTCHA then fixes the roofs and re-sells. The Housing Authority Board rejected this option.
6. **Change from one HOA for all 24 units to six HOAs (one HOA per 4-plex).** This could make getting financing to fix the roofs easier for some, but not all units.

Members of the HOA who attended this meeting stated that they would send out a questionnaire to their membership, polling them to see if any of these options were viable.

On January 3, 2019 a new option was suggested by members of the HOA: for owners of Affordable units who could not afford the roof repair, they could sell the unit to the JTCHA who would then fix the roof and rent it long-term to them. The Housing Authority Board did not consider this option as it was presented after their last meeting.

On January 16, 2019 the HOA held a meeting of its membership. The three “types” of homeowners – Affordable (permanently deed restricted), Sunset (deed restrictions that will expire), and Free Market – broke out into small groups to discuss the options presented by the HOA board. A summary of responses was provided to the Housing Department on January 22, 2019. Responses are as follows:

- Affordable homeowners stated that the options presented were “unpalatable” in their current form.
 - 3 of 8 owners said they could finance the roof repair with an equity increase equal to the cost of the roof repair. The other homeowners would still be unable to afford to fix their roofs.
 - Owners wanted to know what the exact valuation of their home would be before they could consider selling their unit; the range of purchase price to current value is too broad.
 - Owners wanted to know what the details on potential lease terms and pricing for their unit would be before considering a potential sale to the Housing authority and then renting long-term.
- Sunset homeowners were all willing to either replace the roof or sell on the free market after sunset. No owners were interested in selling a deed restriction at this time.
- Free market owners were all either willing to replace the roof or sell.

On January 29, 2019 the Housing Department became aware of another Melody Ranch Townhome that has been listed for sale. This unit, initially purchased for \$120,000 in 1997, is listed for \$729,000. When the listing realtor was asked about the roof issue, she provided the August 20, 2018 HOA meeting minutes that estimate the roof repair to cost around \$50,000. The Housing Department received a copy of the August 20, 2018 meeting minutes on January 30, 2019.

Also, on January 29, the Housing Department reviewed the Declaration of Protective Covenants for the Townhomes at Melody Ranch. In Article 11 (page 32) the documents states that the Management Committee (MC) has authority over everything if there is a big problem and that the MC is responsible for fixing the “disaster” promptly. If the “disaster” effects less than 1/3 of the homes, the MC can use insurance proceeds and assess the affected unit owners. If the “disaster” effects more than 1/3 of the units and more than half of the owners do not agree to fix, the MC shall sell the entire project. If the owners vote yes to fixing, then they are all to be assessed and must pay within 90 days.

In the situation before us today, we understand that the “disaster” effects more than 1/3 of the units. The MC (Board of Directors) has brought the issue to its membership and over half the owners have agreed to fix the roofs. There has been a \$15,000 assessment over three years, but that is nowhere near enough money to fix the problem as presented to us today.

On February 22, 2019 the Housing Authority Board received an opinion from the Chief Deputy County Attorney, Keith Gingery, concluding that since there has not been a fire or disaster and most of the units

have shown no damage, a “catastrophic event” has not occurred. He further concluded that the HOA board can assess the property owners for repairs to the roof.

On March 5, the County Attorney received a letter of opinion from the HOA’s attorney, Frank Hess along with the Melody Ranch Townhome’s HOA insurance coverage book. The opinion concurred with Mr. Gingery’s.

On March 6, 2019 at their Regular Meeting, the Housing Authority Board revisited the Melody Ranch Townhomes. The MRT HOA board was present. They provided answers to the following outstanding questions:

1. What is the actual cost of fixing these roofs? The HOA Board indicated that they received no responses to their RFP for Architectural and Engineering services. They hired Mill Iron Timberworks, Y2 Consulting, and Blue Sky Insulators to provide architectural, engineering and contracting services to design a scope of work and provide a bid on the project. There should be a timeline available within the next 30 days.

2. How do we know if all the roofs are affected? The HOA referred the HAB to the report from Buchko Structural Engineering LLC stating that the roofs were built incorrectly with improper materials and that *“It is reasonable to expect that the roof was designed and constructed in a similar manner throughout the complex.”* The HOA also indicated that they are pursuing a scope of work to do core testing on all of the units. This will add cost to the project, but they feel it is worth doing to be certain all of the roofs require replacement. If one unit needs the roof replaced, all four units in the building will need to have the roof replaced.

3. Were the buildings originally built to code? Is it absolutely a certainty that at the time of construction the wrong materials were used? The HOA’s attorney, Frank Hess responded as follows: “Unless the Housing Authority is going to make it a condition of assisting the HOA, researching whether the buildings were built to code and properly materials used will not be productive. The County Planning Office would have approved the plans and the County Building Inspector presumably would have at least given a cursory inspection. It is highly doubtful anyone will find a “smoking gun”. We (HOA, TCHA, and County) should all be able to rely on Buchko Structural Engineering’s report that the roofs are on the verge of destruction. Their dire condition has been confirmed by a number of the owners and simply isn’t in dispute. Hopefully TCHA will agree that it really doesn’t matter whether the roofs were built to code or properly inspected; they are collapsing just the same.”

As these units are over 20 years old, we are well past any statute of limitations to legally recover from any supplier, contractor, sub-contractor, or agency. At this juncture the solution is to look forward how to fix the roofs and keep the owners in their houses.”

4. What is the obligation of the Housing Department to enforce maintenance on the homes? The County Attorney’s Office response to this question is “The enforcement would come at the time of sale, through the process of holding funds in escrow for repairs. Neither the restrictions or the Rules and Regulations permit the Housing Department to enforce maintenance prior to a homeowner desiring to sell their home.”

The Housing Authority Board asked the HOA to provide a plan in writing about how they will move forward and for the timeline to get a bid proposal on costs to complete the work. This item was to be revisited at the next Regular Meeting on April 3rd, 2019. The HOA was informed that no

recommendation will be made to the JIM without all of the questions being answered, and all information in hand. It was agreed that the Housing Authority would focus on finding a way to help only the eight permanently deed restricted unit owners.

On April 3, 2019 the Housing Authority Board revisited the Melody Townhomes roof failure. The HOA board was present. The HOA indicated that they would have a bid by April 18th.

On April 18, 2019, the Housing Department received copies of a bid from Mill Iron Timberworks. The Melody Ranch Townhome HOA has indicated that the builder, panel manufacturer and engineer were confident that they did not need to involve an architect in this project. The bid came in at \$142,960 per unit or \$1,143,680 for the 8 permanently restricted units. Mill Iron Timberworks advised the HOA to include a high and low estimate based on an increase in material & labor costs year over year. The bid with a 10% increase for one year is \$157,256 per unit or \$1,258,048 for the 8 restricted units. Please see the attached bid documents for more information.

On April 23, 2019 the Housing Authority Board held a Special Meeting and discussed the following options:

Option 1. Do nothing.

Key Issues:

1. The owners would be assessed the cost of the repairs by the HOA.
2. If due to the lack of equity or the ability to qualify for a loan, they are unable to get financing to pay the assessment, the HOA would put a lien on the property.
3. A lien would put the owners in default of their deed restriction, and the Housing Department would require them to sell the unit. Through this process, any deferred maintenance issues are required by the Housing Department to be completed or money from the sales proceeds are held in escrow until the repairs are made. Since there wouldn't be enough equity in the home to pay the costs with the sales proceeds, the owners would be expected to pay from their own pockets. There is a likely chance that they would choose to walk away from their mortgage and get foreclosed upon.
4. When a home gets foreclosed on, the Housing Authority has the option to purchase the home. If the Housing Authority chooses not to purchase the home, the restrictions get stripped and the bank would sell the home at market value. The cost of the assessment would get paid through this process, and the home would be lost to the program.
5. If the Housing Authority purchases the home, the repairs would be made, and either the home's income range would be changed so that the home could be resold at a higher value to recoup the costs or a further subsidy would be made to keep the home restricted for lower income earning households.
6. This scenario causes families to lose their homes to foreclosure ruining their credit.
7. It also causes public funds to be used to purchase the homes with a potential of a subsidy to keep the homes in the program. It is a loss for the owners and potentially to the public.

Option 2. Change the 8 permanently restricted units from Affordable to Workforce Housing and raise the value of their home to meet the bid amount to provide equity needed for financing.

Key Issues:

1. No public funds would be required.
2. Owners would need to get private financing to cover the cost of repairing the roofs.
3. Some owners may not be able to afford to get financing at the higher value. If they are unable to get financing and cannot pay the assessment for the repairs, the HOA would put a lien on the home. This would put the owner in default of their deed restriction, and they would be

required to sell the home. If they must sell their home, they would sell it for the adjusted value, and the Housing Department would hold money from the sales proceeds in escrow to pay the assessment for the repair. The owners would be made whole and would avoid the potential of foreclosure. This would be the same scenario that many of the market owners (units that have sunset) could face as their incomes may not be enough to allow them to get financing.

4. The units may be difficult to sell if potential buyers know they are going to have to move out for 3 months while the roofs get fixed. If the homes are unable to be sold, the Housing Authority would need to purchase the home, keep money from sales proceeds in escrow to pay for the repairs, and would resell it once the roof is fixed.
5. The cost to fix the roof is being passed on to new owners if the home sells.
6. The units will be lost to the Affordable Program but will be permanently restricted for the workforce.

The following chart depicts what this would mean for each permanently restricted unit using the average of the current and next year's bid numbers at \$150,108 (includes move-out and storage fees):

Unit	Current Income Range	Number of Bedrooms	Purchase Price	Appreciation Earned (equity may not exist)	Current Value	Adjusted Value	Adjusted Income Range
1	100% - 120%	3	\$177,095	\$66,065 (13 yrs)	\$243,160	\$393,268	>140%
2	80% - 100%	2	\$160,181	\$38,250 (9 yrs)	\$198,431	\$348,539	>140%
3	80% - 100%	2	\$168,390	\$44,542 (10.5 yrs)	\$212,932	\$363,040	>140%
4	80% - 100%	3	\$151,590	\$44,438 (14 yrs)	\$196,028	\$346,136	>140%
5	80% - 100%	2	\$147,083	\$61,214 (13.5 yrs)	\$205,297	\$355,405	>140%
6	80% - 100%	2	\$148,406	\$58,308 (13.5 yrs)	\$206,714	\$356,822	>140%
7	80% - 100%	2	\$172,470	\$36,404 (8 yrs)	\$208,874	\$358,982	>140%
8	100% - 120%	3	\$164,545	\$47,713 (14 yrs)	\$212,258	\$362,366	>140%

Option 3. Town/County will provide financing to the owners of the 8 permanently restricted units.

Key Issues:

1. The financing would be provided by the Town and County for a 20-year period at an interest rate of 2% or another chosen rate. Payments would not be required, unless the owner wishes to make payments. If so, the loan would be amortized over 20 years. Otherwise, the loan would be a balloon payment due in 20 years.
2. The balloon payment would potentially cause people to be forced to sell their home to pay it back. Some may be able to refinance to pay it back.
3. This would cost the public approximately \$1,200,864 which would be held up for potentially 20 years and is money that could currently be going toward additional restricted housing.
4. The money would be earning interest at a rate of 2% or other. This is more than what current interest rates are paying for savings accounts but could be less than the potential earnings in the future.
5. Owners in other developments will expect the same type of help.
6. The units will be lost to the Affordable Program but will be permanently restricted for the workforce.

Option 4. Choose Option 1, 2, or 3 and offer to purchase sunset clauses.

The situation at Melody Ranch Townhomes presents the opportunity to purchase sunset clauses from the owners and record a new Workforce Ownership restriction on the units raising the value of the home. This would give the owner money to help pay the roof assessment, give them more equity in their home to provide more incentive to the owner, and keep the units permanently restricted for the workforce.

Precedent.

Will taking any kind of action set a precedent for other developments and/or owners in the future?

Taking action in this situation may not set a precedent for other developments and/or owners in the future because the development is a mix of permanently restricted units, market units, and restricted units that will become market units within the next few years that are spread out in eight four-plex buildings. This means that some buildings have at least one market unit and one permanently deed restricted unit. The mix of restrictions within these buildings, the lack of ability to get financing on the restricted units, and the requirement that all four units within a building be fixed at the same time causes a larger challenge than if the units were separate.

ATTACHMENTS

- March 19, 2018 Letter from Buchko Structural Engineering to MR Townhomes HOA
- June 14, 2018 Letter from Buchko Structural Engineering to MR Townhomes HOA
- August 20, 2018 MR Townhomes HOA Meeting Minutes
- October 2018 Project Cost Estimates from Cox Construction
- November 1, 2018 First Interstate Bank Letter to MR Townhomes HOA
- January 22, 2019 Homeowner Survey Response Summary
- February 24, 2019 Opinion Ltr on Insurance Coverage from Frank Hess to MR Townhomes HOA
- MR Townhomes CCRs
- April 18, 2019 Cost Estimates/Bid from Mill Iron Timberworks

FISCAL IMPACT

Fiscal impacts will vary. Funding will likely need to come from the Town and/or County general fund.

If the Board and Council choose to finance the project for the eight permanently deed restricted units, the cost (assuming \$150,108 per unit) would be \$1,200,864 which could be recouped at some point in the future.

STAFF IMPACT

The Housing Manager and Housing Director have spent significant time on this to date. If the Board and Council direct staff to continue working on this item, more time will be necessary and may involve outsourcing the work or deferral of other scheduled work, depending on the scope, as this project was not contemplated in the Housing Department work plan for this year and very limited staff capacity exists to maintain the current level of attention given to this project.

STAKEHOLDER ANALYSIS

Teton County community members, Affordable homeowners, prospective Affordable homeowners, and Melody Ranch Townhome owners.

LEGAL REVIEW

John Graham has reviewed this staff report.

RECOMMENDATION

The Housing Authority Board and Housing Department staff have a split recommendation.

Housing Authority Board Recommendation:

The Housing Authority Board recommends Option 2 and Option 4. Purchasing the sunset clauses would keep the units restricted for the workforce in perpetuity. Raising the value of the units gives the owners equity to obtain financing to pay for the roof repair assessment without public funds being used. Some owners may be required to sell their homes if they are unable to obtain financing, however, they will be made whole and avoid foreclosure.

It is recommended that the value of the eight permanently restricted units be increased by the amount of the actual cost of construction along with expenses to relocate the owners during construction with a limit of \$160,000 per unit. These units will go from being Category 2 and 3 units (80-120% income range) to Workforce units. The Board considered paying “market rate” as an increase for the restricted units but instead went with the cost of the repair as the maximum sales price which still leaves the units maximum values below \$400,000.

The Housing Authority Board is also recommending that the Housing Authority offer to purchase Workforce Ownership restrictions on the units that had or still have sunset clauses (the three units with sunset clauses will be market units by 2020). They recommend paying for the actual cost of construction along with expenses for move-out/storage with a limit of \$160,000 per unit. The Town and County would need to provide funding to cover the payments for the Workforce Ownership restrictions. If all 16 sunset and market units wanted to sell a restriction, the cost could be \$2,560,000.

Option 1 was rejected because if nothing is done, the units will likely be foreclosed on, and either the Housing Authority would purchase the units, or they would be lost from the program.

Option 3 was rejected because the public funds used to finance the repairs are needed currently for other housing projects. It was determined that it would not be good stewardship of public funds to tie them up for 20 years for the benefit of private individuals.

Housing Department Staff Recommendation:

Housing Department staff recommends raising the value of the eight permanently restricted units by an amount equal to the costs of construction not to exceed \$139,000 and recording a Workforce Ownership deed restriction on each unit.

Staff does not recommend including costs for the families to move out for three months. The Mill Iron bid includes moving and storage fees along with temporary housing fees totaling \$11,400. Staff recommends removing these from the bid making the average cost of this year's bid and next year's bid \$138,138.

Staff recommends recording Workforce Ownership restrictions on the units to provide equity so the owners can obtain financing to cover the costs of the roof repair without using public funds. The Workforce Ownership restriction includes an appreciation cap on the units so that they remain affordable to households earning around 140% of median family income. Some owners may find it necessary to sell their homes, however, they will be made whole and will not be faced with foreclosure.

Staff recommends rejection of Option 1 and Option 3 for the same reasons the Housing Authority Board rejected them.

Staff recommends rejection of Option 4 because the sunset clause purchases should be considered on a case by case basis. There are variables such as the state of the home, location, etc. that should be considered when purchasing sunset clauses.

SUGGESTED MOTION

Motion 1 – Staff Recommendation:

I move to direct and authorize the Jackson/Teton County Housing Authority Board to record Workforce Ownership restrictions on the eight permanently deed restricted units located at Melody Ranch Townhomes and to raise the current maximum value of the home by the actual cost to construct the roof only, capped at \$139,000 per unit. The Housing Authority is also directed and authorized to negotiate with homeowners who have a sunset clause to purchase deed restrictions, provided that all proceeds from the sale of the restriction go towards roof repair. The Housing Authority shall present any deed restriction purchase the Housing Director deems reasonable to the Board of County Commissioners and Town Council for approval.

Motion 2 – Housing Authority Recommendation:

I move to direct and authorize the Jackson/Teton County Housing Authority Board to raise the value of the eight permanently restricted homes by an amount equal to the cost of construction including owner move-out/storage costs up to a maximum of \$160,000 and to record Workforce Ownership restrictions on each unit. I also direct and authorize the Housing Authority Board to offer the owners of the three units with sunset clauses and the 13 market units payments in the amount of the cost of construction including owner move-out/storage costs up to a maximum of \$160,000 and to place a Workforce Ownership restriction on the units allowing their initial sale to be an unset price to be determined by the seller at time of sale.

Buchko Structural Engineering LLC

P.O. Box 7751
Jackson, WY 83002
(307)-413-5727

Project No. 1805-1

March 19, 2018

Melody Ranch Townhouses HOA
c/o New West Property Management
P.O. Box 1001
Jackson, WY 83001

ATTN: Linda Hazen

RE: Melody Ranch Townhouses HOA - Structural Insulated Panel Damage Investigation

Dear Ms. Hazen:

As requested a structural investigation has been performed to assess damage to the roof structural insulated panels at the Melody Ranch Townhouses. We met Gil Denis at the site on February 13, 2018 and viewed the visible areas of the exterior of the roofs and the interior of the units at 762 and 793 Wind River Lane. At the time of the site visit some portions of the roofs were not visible due to snow cover.

The units were constructed with Structural Insulated Panels (SIPs) approximately 20 years ago. Architectural drawings and limited structural drawings were provided by Michelle Linville. The structural notes indicate Insulspan as the sole approved panel manufacturer. At the time when these townhouses were constructed, Insulspan had a branch in Idaho that has since gone out of business and there have been other reports of problems with some of the panels manufactured by Insulspan in Idaho. Attempts to acquire the original shop drawings for this project from the Insulspan main company headquarters were unsuccessful. Typically the shop drawings would indicate the loads that the panels were designed for, size and spacing of the splines, and specific construction details for proper assembly. Without this information it is impossible to assess the original structural capacity of the panels.

At the exterior where the SIPs are visibly damaged, the splines or stringers are visibly raised and there appears to be sagging of the OSB plywood between them. At these areas the stringers or splines span from the eave to the ridge with the panels supported on the transverse glulam beams that are visible in the interior. There was also some visible sagging along the slope of the roof in the longitudinal direction. These conditions are most visible on the south facing shingled roofs. It is not visible on the metal roofs, but it is possible that the condition exists but is hidden by the metal. It is also possible that the metal roofs have better ventilation that allows moisture to escape. The condition was not as prevalent on the north facing roof surfaces, but there was snow on many of these at the time of the site visit. Also, it should be noted that the outlines of the splines were visible in the snow due to normal heat transfer, and some of them span parallel the ridge, which is unusual. Again, without the shop drawings and knowing what the load carrying splines of the panels consist of it is impossible to assess the original structural capacity.

At the interior of unit 793 a longitudinal sheetrock crack was observed in the ceiling and there is separation of the caulking along the ridge beam. The ceiling in loft of unit 762 was observed and with no

snow load on the roof there is visible sag of the ceiling panel in the longitudinal direction and the sagging between the splines is very pronounced when viewed from the exterior.

Summary

When this condition occurs in SIP construction it is typically caused by the improper sealing of the joints and taping of the seams between the panels. This allows moisture vapor to rise through the joints eventually condensing on the outer layer of the OSB plywood below the roofing paper, causing it to expand with moisture and rot the plywood and possibly even the splines. Once decay begins it compromises the structural integrity of the panels. It is also possible, but much less common, that the styrofoam between the OSB sheathing is deteriorated. The only way to know if this is the case would be by taking a core sample.

Without removing the shingles and felt paper, it is not possible to be certain of the cause. In either case the structural integrity of the panels has likely been compromised and adding additional load to the roof is not recommended. The dormers bear on the SIP panels and we also realize that replacement of the panels would be a significant construction disturbance. We investigated several options such as a new roof over-build and simply placing sleepers with additional plywood on top of the existing plywood. One of the glulam beams shown on the plans above the living room was checked and adding the additional dead load of a new roof above with design snow loads would exceed the load capacity of the beam and would not meet building code requirements. If the problem is moisture and decay the panels will need to be replaced regardless, as moisture accumulation would continue and the decay would likely progress over time.

Recommendations

1. The roof should be exposed down to the plywood for further inspection at one of the areas where the condition is the most visible. An engineer should be present to inspect the moisture content and plywood condition during removal of the shingles and felt paper.
2. An area of the interior ceiling joints should be exposed to identify the existence and condition of the joint seam taping, for inspection by an engineer.
3. If removal of the felt paper exposes moisture and rotten OSB plywood, the panels should be replaced. New panels should be designed by a qualified SIP supplier, and installed according to the manufacturer recommendations.
4. The panels that are sagging in the longitudinal direction in unit 762 or any other unit that exhibits this condition should be replaced.
5. If moisture and rot are not encountered at the exposed area, a core sample could be taken and inspected by an engineer to determine the condition of the plywood, styrofoam, and adhesives. Further recommendations for this condition can be made at that time. If the adhesives are breaking down the panels will require replacement.

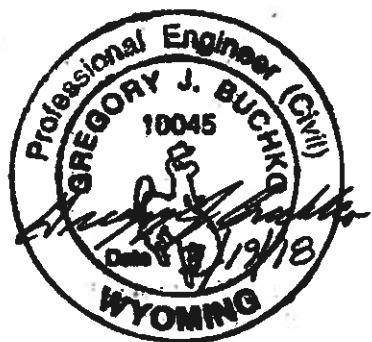
Unfortunately, there is not an easy solution to repair this problem and there is no information to determine the structural capacity of the panels and of the as-built connections. There is also no way to determine the structural integrity of the interior of the panels and if the panel adhesives are breaking down, without removing core samples. Further exposure of the damaged materials is necessary to make an accurate evaluation, and confirm the above recommendations. If you wish to proceed with inspection of an exposed area of the roof, please have your contractor call to schedule a time for an engineer to be

present when the shingles and roofing paper are to be removed. We would want to be there to observe any moisture present before it has time to dry out.

This investigation was limited to two unit interiors and visible areas of the exterior roofs only. A complete building inspection and structural analysis was beyond the scope of this investigation and was not intended nor is implied. Hidden defects could exist that were not visible at the time of the site visit.

Please do not hesitate to call if you have any questions.

Sincerely,



Gregory J. Buchko, PE
Structural Engineer

Buchko Structural Engineering LLC

P.O. Box 7751
Jackson, WY 83002
(307)-413-5727

Project No. 1805-1

June 14, 2018

Melody Ranch Townhouses HOA
c/o New West Property Management
P.O. Box 1001
Jackson, WY 83001

ATTN: Lee Jennings

RE: Melody Ranch Townhouses HOA - Exposed Panel Inspection below Metal Roofing

Dear Mr. Jennings:

As requested a second inspection was performed on an exposed section of roof Structural Insulated Panels (SIP) on June 6, 2018. The exposed roof was on the south facing pitch of Unit 790 where the metal roofing was removed by Fortress Roofing. Greg Buchko from Buchko Structural Engineering and Wyatt Buckland from New West Property Management were on site at the time of the inspection. The section of removed roofing exposed the roofing paper from the eave to the ridge. A section of the roofing paper was then removed to expose the horizontal joint above the glulam beam. The following is a summary of the findings.

Inspection Findings

Generally, the conditions observed were similar to those noted on the previous inspection of the SIP panels beneath the shingled roof. There was visible sagging in the longitudinal direction above and below the horizontal joint above the interior glulam beam (See Photograph 1). There was no splined connection or diaphragm nailing across the joint. Yellow spray foam is visible in the joint in place of the spline. There was significant corrosion on the panel fasteners and blackened plywood around the fasteners and on the lower side of the joint, indicating that there is moisture vapor passing through the joint. The area exposed was not extremely wet at the time of the inspection like the area under the shingled roof. This is most likely due to the raised ridges of the metal roofing providing some amount of ventilation. There were no washers used on the fasteners as used on the other inspected roof area and on Insulspan recommended construction details. One fastener head was sunk through the plywood and another was protruding above the top surface (See Photographs 2 and 3).

It was also noted that there were a number of screws backing out of the metal roofing. This was especially evident at Unit 765 where sagging of the panels was also observed. The cause of the screws backing out is uncertain, but it could be caused by thermal expansion and contraction of the roofing sheets, freeze thaw cycles, moisture and ice exposure over time. OSB is softer than plywood and after the screws back out they are more likely to back out again after retightening. This problem should be referred to a professional roofer experienced with this issue, who may have recommendations for a solution.

Conclusions

Due to the conditions noted on the horizontal joint, it was determined that removing additional roofing to expose a longitudinal joint would not be necessary. Our conclusions and recommendations are similar to those in our May 26, 2018 report.

The observed roof conditions appear to result from improperly specified panels and/or poor construction methods. Improperly sealed joints allowing moisture migration, improper joint connections, and omitted diaphragm nailing are improper SIP construction methods. That the condition is less pronounced on the buildings with metal roofs is likely the result of the metal ridges providing some ventilation. It is reasonable to expect that the roof was designed and constructed in a similar manner throughout the complex.

Due to the deficiencies noted during this inspection, we are recommending that the roof panels be replaced with new panels or removed and replaced with a new system of conventional roof framing. Simply covering the roof with new sheathing is not a viable option as the panels and their connections are not structurally adequate to accept any additional load, and if they remain in place they will continue to absorb additional moisture and deteriorate over time. To support the required Teton County snow loads and meet International Building Code requirements we have determined that replacement is the only feasible alternative.

Please do not hesitate to call if you have any questions.

This investigation was limited to one specific area of the roof over one unit. A complete building structural inspection and/or structural analysis is beyond the scope of this investigation and is not intended nor is implied. Hidden defects could exist that were not visible at the time of this investigation.

Sincerely,



Gregory J. Buchko, PE
Structural Engineer

Encl. Photographs



Photograph 1 – Area of removed roofing for inspection. Note visible sagging of the roofing.



Photograph 2 – Fastener corrosion, blackened sheathing, and no spline or diaphragm nailing. Spray foam insulation visible in joint. Bottom left fastener sunk through the plywood.



Photograph 3 – General view of inspected area.

Melody Ranch Townhomes Homeowners Association

ANNUAL MEETING

**August 20, 2018
6:00 – 8:00 PM**

Upstairs Meeting Room at Jackson Whole Grocer

Meeting Agenda

Welcome & Establish a Quorum (6)

Waive or Read 2017 Annual Minutes and Approve

Financial Report

Review 2017 - 2018 Actual vs. Budget

Review and Approve 2018-2019 Budget

New Business

Roofing:

Engineering/Bidding

Payment Options

Owner Concerns – Open Discussion

Election of Board Members

Current Board Members are:

Brandy Larson - President

Gil Denis – Vice President

Carrie Geraci – Secretary

Lisa Holmes – Treasurer

Pete Kendzior – Member at Large

Adjourn

MELODY RANCH TOWNHOMES HOA
C/O K2 MANAGEMENT & REALTY
PO BOX 1001
JACKSON, WY 83001
733-8604

ANNUAL MEETING MINUTES

AUGUST 29, 2017

5:30 PM

MELODY RANCH TOWNHOMES COMMON AREA

Owners present: Scott & Donna Barrett, Nate Bianchin, Gil Denis, Monica Fourre, Carrie Geraci, Scott & Lauri Harris, David Hodges, Lisa Holmes, Michelle Linville, Bruce Johnston, Pete Kendzior, Joe & Brandy Larson, Tiffany Luke, William McCarter, Brian Modena, Christanto and Elena Morales, Sue Morgan, Karen O'Connor, Adam Meyer, Lawrence Stordahl.

Owners represented by proxy:

Susan Bullock – to Gil Denis

Ann Kelly – to Sue Morgan

Also present: Linda Hazen, property manager with K2 Management & Realty

With 22 owners represented either in person or by proxy, a quorum (6) was established.

President Brandy Larson called the meeting to order at 5:40 pm.

It was motioned and seconded to waive reading of the 2016 meeting minutes and approve them. The motion carried.

FINANCIAL REPORT

Linda Hazen reviewed the Financial Report. At the end of the 9/1/2015-8/31/2016 Fiscal Year, the HOA showed a profit of \$6,790.06. For the current Fiscal Year, which is 9/1/2016 – 8/31/2017, the HOA is showing a loss of -\$5,296.44. This loss is due to the needed roof replacement on units 789 and 727 Wind River. The cost for 789 Wind River was \$13,563.16, and cost of 727 Wind River was \$15,858.58. Snow removal expenses were also over budget by \$2,894.00. Due to the heavy snow last winter, funds in the amount of \$850 were spent to have some roofs shoveled. This is an expense the HOA doesn't normally incur, but due to the extreme snows it was necessary to have done. It was pointed out that some owners shoveled their own roofs. Plowing costs exceeded the budgeted amount of \$2,400.00. Due to Budget constraints, building painting was put off for this fiscal year and delayed until the upcoming fiscal year. The upcoming painting for building 722-728 will be paid for in September. Tree removal has also not been addressed. Bruce Johnston expressed concern about the large cottonwood tree across from his house and volunteered to have it removed at his expense. Funds had been budgeted to move into the Money Market account, but because of the shortfall, this will not be possible.

As of August 29, the balance in the checking account is \$45,567.26. The balance in the Money Market account is \$19,314.83. Total funds available is \$64,882.09.

ROOF ISSUES

Gil Denis explained the issues that came up with the roofs. Last winter, some of the metal roofs that slid took out vents that needed repairing. The valleys on the metal roofs are damaged and need repairing. Some of the units have leaking inside. The shingled roofs have problems with the panels that are underneath the shingles. Those panels are plywood with a layer of foam in between. The top layer of wood has come unglued over time, and the foam has shrunk from heat. The result is the bearing load of the roof is weakened and structurally compromised. This has happened on the south facing roofs. It is unknown how many roofs are affected until the shingles are torn off and the wood layer examined.

Gil has consulted with two engineering firms so far, to come up with solutions to the problem. He has talked with engineers with Y2 Consultants, and GNS Engineers. So far, there are 3 options:

1. Rip the entire roof off the unit and rebuild the roof completely. This requires the owner to move out of the unit until the project is completed. The cost is approximately \$50,000 per unit.
2. Build a sub-structure over the existing roof. This option would cost approximately \$25,000 - \$30,000 per unit.
3. This option is the same as Option 2, but would address only the damaged areas of the roofs – which is mostly the south sides of the roofs. The north sides of the roofs should be ok. The north sides of the roofs will still need replacement at some point soon. The cost of this Option can't be determined at this time, as the extent of the damage is unknown until the roofs are investigated further.

Metal roofs should be ok. It is the hope that they don't need replacement any time soon. Garages or porches should not need replacement soon.

Owners were urged to be proactive and make a plan for upcoming replacement. Roof replacement has been on the meeting agenda for many years with no action taken.

There are many damaged valleys in the metal roofing sections which leads to inside leaking. It was motioned and seconded to repair the valleys. Finding contractors to do the work is a challenge. Owners with leaks should contact Linda at K2 Management.

A Special Assessment for roof replacement was discussed. The Board suggested an amount of \$15,000 per unit. This amount would be adjusted if necessary as time goes on and the cost is higher. The Board has instructed Linda to set up a separate bank account at First Interstate Bank, which is to be designated for roof replacement funds only. When owners pay on their Special Assessment, those monies will be deposited into this account. Terms of the Special Assessment were discussed at length. Under the CC&R's, it is the HOA's responsibility for exterior maintenance. This maintenance also keeps property values up. It was well pointed out that a \$15,000 assessment will put a financial burden on owners. The concern is accumulating enough monies in the replacement fund to pay for immediate replacement needs, especially if we have a winter like the last one. Structural failures will be an immediate need and monies will have to be paid out of general operating funds if there is a shortfall in the replacement fund. The building

painting that is on the schedule will be paid for in September, which will bring the general operating fund balance down further. The option of the HOA taking out a loan for roof replacement was discussed. This loan would be for replacing all the shingled roofs at one time. Linda gave an example of terms of what such a loan could be. The example loan would be paid at 4.99% interest over a period of 6 years and owners would have the option of paying their portion of the loan off early rather than paying a monthly Special Assessment amount. Other options for paying the Special Assessment are owners taking out their own home improvement loans, a personal loan, or possibly refinancing their mortgage. The Board will continue to gather research from engineers and roofing contractors, and getting bids. They are working to finding the best possible solution to the problems, at the best price. Local roofing contractors are three years out in booking work.

Structural engineers who can advise with the issues are equally as busy. The goal for imposing the Special Assessment is to start building funds and have monies in place to meet immediate replacement needs and eventually replace all shingled roofs. The metal roofs may need replacing at some point in time as well.

It was motioned and seconded that a \$15,000 Special Assessment be imposed, which can be paid over a period of three years. Owners must pay at least \$5,000 per fiscal year, which is due by August 31, of that fiscal year. Each owner must pay at least \$5000 by August 31, 2018, \$5,000 by August 31, 2019, and \$5000 by August 31, 2020. It was discussed that if an owner should sell his unit during this time period, any unpaid balance of the Special Assessment will be paid by the seller at closing. Carrie volunteered to talk to the Housing Department to see about getting a higher value from them on those homes with new roofs. A vote was taken, and the motion carried.

2017-2018 BUDGET

The Budget for the upcoming fiscal year was discussed. It was presented with a HOA Dues increase to \$275 per month. The Budget includes \$21,000 for building painting, \$5,000 for roof repairs (repairs only) and \$1,000 for roof shoveling. After expenses, the Budget reflects a \$5,037 net income. Tiffany made a motion to increase the current HOA Dues to \$275 per month, and was seconded. The motion carried. Brandy made a motion to approve the 2017-2018 Budget, and was seconded. The motion carried.

BOARD ELECTIONS

Since no one else volunteered to serve on the Board, the current members agreed to continue to stay. Scott Harris made a motion to keep the members the same, and was seconded. The motion carried. Current Board members are: Brandy Larson, Gil Denis, Carrie Geraci, Lisa Holmes, Tiffany Luke, Pete Kendzior.

OPEN DISCUSSION

Cristanto Morales reported water in his crawl space from sprinklers. Gill will make the adjustments.

With no other business to discuss, a motion was made and seconded to adjourn. The meeting adjourned at 7:30 pm.

Respectfully submitted,

Linda Hazen, Property Manager
Melody Ranch Townhouses HOA

Melody Ranch Townhouses Budget
Fiscal Year 9/1 - 8/31

	9/1/16- 8/31/17	2017-2018 BUDGET	2017-2018 PROJECTED	17/18 Variance	2018-2019 BUDGET
Income	Dues per month	\$250			
Homeowners Dues		\$72,000.00	\$79,200.00	\$79,200.00	\$275
Interest		\$21.29	\$10.00	\$10.37	\$79,200.00
Late Fees		\$75.00	\$80.00	-\$42.69	\$10.00
Water/Sewer		\$2,153.20	\$2,200.00	-\$154.20	\$40.00
Total Income		\$74,249.49	\$81,490.00	-\$186.52	\$2,300.00
Expenses					
Bank Service Charges					
Filing Fees		\$25.00	\$25.00	\$0.00	\$25.00
Groundskeeping:					
Spring/Fall Cleanup		\$3,363.25	\$3,500.00	\$695.00	\$3,000.00
Fertilize/Pest Control		\$1,212.00	\$1,200.00	-\$12.00	\$1,250.00
Mow/Trim		\$5,694.00	\$6,000.00	\$225.00	\$6,000.00
Repairs & Grounds - Denis			\$500.00	\$0.00	\$250.00
Sprinklers & Valves		\$135.00	\$400.00	\$1,112.52	\$400.00
Trees				-\$712.52	
Total Groundskeeping		\$10,404.25	\$13,600.00	\$933.20	\$1,000.00
Insurance					
Management Fees		\$11,961.24	\$11,968.00	-\$667.30	\$13,393.42
Additional Management Fees		\$4,140.00	\$4,140.00	\$0.00	\$7,200.00
Postage & Delivery		\$93.59	\$150.00	\$1,500.00	
Accounting		\$170.00	\$200.00	\$170.00	\$100.00
Repairs/Painting		\$2,189.87	\$21,000.00	\$11,351.52	\$200.00
Driveway Sealing				\$9,648.48	\$11,500.00
Roof Repairs		\$1,448.81	\$5,000.00	\$367.89	\$15,000.00
Professional Fees - Engineer				\$4,632.11	\$1,000.00
Roof Major Repairs & Assessment of damage		\$13,563.16	\$2,700.00	-\$2,700.00	
		\$15,858.58	\$3,450.00	-\$3,450.00	
			\$2,758.75	-\$2,758.75	
Snow Removal					
Plowing		\$4,444.00	\$4,500.00	\$1,272.50	\$4,500.00
Shoveling		\$850.00	\$1,000.00	\$3,227.50	
TOTAL Snow Removal		\$5,294.00	\$5,500.00	\$1,272.50	\$4,500.00
				\$4,227.50	
					\$5,485.00
Storage Rent		\$120.00	\$120.00	\$120.00	
Office Supplies		\$227.75	\$250.00	\$188.60	\$200.00
Taxes - Property		\$751.50	\$800.00	\$751.50	\$800.00
				\$48.50	
Trash Removal		\$11,886.00	\$11,500.00	\$11,768.00	\$11,988.00
Utilities: Water		\$2,425.26	\$2,200.00	\$2,045.80	\$2,300.00
Total Expense		\$80,559.01	\$76,453.00	\$67,723.03	\$81,211.42
				\$8,729.97	
Net Income		-\$6,309.52	\$5,037.00	\$13,580.45	\$338.58
Less: Funds to Reserve			\$7,920.00	\$7,920.00	
Net Income			-\$2,883.00	\$5,660.45	\$7,920.00
				-\$8,916.49	
					-\$7,581.42
Checking Balance			\$62,455.47	7/31/2018	
MM Balance			\$19,334.52	7/31/2018	
S/A Roof Fund			\$30,006.18	7/31/2018	
Total Funds			\$111,796.17		

Buchko Structural Engineering LLC

P.O. Box 7751
Jackson, WY 83002
(307)-413-5727

Project No. 1805-1

March 19, 2018

Melody Ranch Townhouses HOA
c/o New West Property Management
P.O. Box 1001
Jackson, WY 83001

ATTN: Linda Hazen

RE: Melody Ranch Townhouses HOA - Structural Insulated Panel Damage Investigation

Dear Ms. Hazen:

As requested a structural investigation has been performed to assess damage to the roof structural insulated panels at the Melody Ranch Townhouses. We met Gil Denis at the site on February 13, 2018 and viewed the visible areas of the exterior of the roofs and the interior of the units at 762 and 793 Wind River Lane. At the time of the site visit some portions of the roofs were not visible due to snow cover.

The units were constructed with Structural Insulated Panels (SIPs) approximately 20 years ago. Architectural drawings and limited structural drawings were provided by Michelle Linville. The structural notes indicate Insulspan as the sole approved panel manufacturer. At the time when these townhouses were constructed, Insulspan had a branch in Idaho that has since gone out of business and there have been other reports of problems with some of the panels manufactured by Insulspan in Idaho. Attempts to acquire the original shop drawings for this project from the Insulspan main company headquarters were unsuccessful. Typically the shop drawings would indicate the loads that the panels were designed for, size and spacing of the splines, and specific construction details for proper assembly. Without this information it is impossible to assess the original structural capacity of the panels.

At the exterior where the SIPs are visibly damaged, the splines or stringers are visibly raised and there appears to be sagging of the OSB plywood between them. At these areas the stringers or splines span from the eave to the ridge with the panels supported on the transverse glulam beams that are visible in the interior. There was also some visible sagging along the slope of the roof in the longitudinal direction. These conditions are most visible on the south facing shingled roofs. It is not visible on the metal roofs, but it is possible that the condition exists but is hidden by the metal. It is also possible that the metal roofs have better ventilation that allows moisture to escape. The condition was not as prevalent on the north facing roof surfaces, but there was snow on many of these at the time of the site visit. Also, it should be noted that the outlines of the splines were visible in the snow due to normal heat transfer, and some of them span parallel the ridge, which is unusual. Again, without the shop drawings and knowing what the load carrying splines of the panels consist of it is impossible to assess the original structural capacity.

At the interior of unit 793 a longitudinal sheetrock crack was observed in the ceiling and there is separation of the caulking along the ridge beam. The ceiling in loft of unit 762 was observed and with no

snow load on the roof there is visible sag of the ceiling panel in the longitudinal direction and the sagging between the splines is very pronounced when viewed from the exterior.

Summary

When this condition occurs in SIP construction it is typically caused by the improper sealing of the joints and taping of the seams between the panels. This allows moisture vapor to rise through the joints eventually condensing on the outer layer of the OSB plywood below the roofing paper, causing it to expand with moisture and rot the plywood and possibly even the splines. Once decay begins it compromises the structural integrity of the panels. It is also possible, but much less common, that the styrofoam between the OSB sheathing is deteriorated. The only way to know if this is the case would be by taking a core sample.

Without removing the shingles and felt paper, it is not possible to be certain of the cause. In either case the structural integrity of the panels has likely been compromised and adding additional load to the roof is not recommended. The dormers bear on the SIP panels and we also realize that replacement of the panels would be a significant construction disturbance. We investigated several options such as a new roof over-build and simply placing sleepers with additional plywood on top of the existing plywood. One of the glulam beams shown on the plans above the living room was checked and adding the additional dead load of a new roof above with design snow loads would exceed the load capacity of the beam and would not meet building code requirements. If the problem is moisture and decay the panels will need to be replaced regardless, as moisture accumulation would continue and the decay would likely progress over time.

Recommendations

1. The roof should be exposed down to the plywood for further inspection at one of the areas where the condition is the most visible. An engineer should be present to inspect the moisture content and plywood condition during removal of the shingles and felt paper.
2. An area of the interior ceiling joints should be exposed to identify the existence and condition of the joint seam taping, for inspection by an engineer.
3. If removal of the felt paper exposes moisture and rotten OSB plywood, the panels should be replaced. New panels should be designed by a qualified SIP supplier, and installed according to the manufacturer recommendations.
4. The panels that are sagging in the longitudinal direction in unit 762 or any other unit that exhibits this condition should be replaced.
5. If moisture and rot are not encountered at the exposed area, a core sample could be taken and inspected by an engineer to determine the condition of the plywood, styrofoam, and adhesives. Further recommendations for this condition can be made at that time. If the adhesives are breaking down the panels will require replacement.

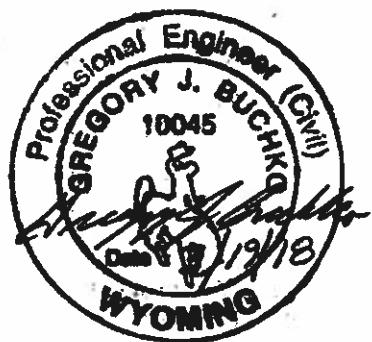
Unfortunately, there is not an easy solution to repair this problem and there is no information to determine the structural capacity of the panels and of the as-built connections. There is also no way to determine the structural integrity of the interior of the panels and if the panel adhesives are breaking down, without removing core samples. Further exposure of the damaged materials is necessary to make an accurate evaluation, and confirm the above recommendations. If you wish to proceed with inspection of an exposed area of the roof, please have your contractor call to schedule a time for an engineer to be

present when the shingles and roofing paper are to be removed. We would want to be there to observe any moisture present before it has time to dry out.

This investigation was limited to two unit interiors and visible areas of the exterior roofs only. A complete building inspection and structural analysis was beyond the scope of this investigation and was not intended nor is implied. Hidden defects could exist that were not visible at the time of the site visit.

Please do not hesitate to call if you have any questions.

Sincerely,



Gregory J. Buchko, PE
Structural Engineer

Project Budget

	Project	Per Building	Per Unit
Engineering & Arcitecural drawings	\$35,000.00	\$5,833.33	\$1,458.33
Construction	\$2,967,888.00	\$494,648.00	\$123,662.00
Legal Fees	\$15,000.00	\$2,500.00	\$625.00
Temporary Housing 3 Months			\$10,500.00
Moving & Storage fees 3 Months			\$2,400.00
Totals	\$3,017,888.00	\$502,981.33	\$138,645.33

BUDGET ESTIMATE

#	Description of Work	Budget Est.	%	Sq. Ft.	Notes
1	General Conditions	\$ 31,300	7.0%	\$ 6.96	PLEASE SEE ATTACHED GENERAL CONDITIONS
2	Exterior Carpentry Labor	\$ 12,000	2.7%	\$ 2.67	INSTALL FACIA, DRIP EDGE, EXTERIOR PROTECTION, ECT.
3	Materials	\$ 180,000	40.0%	\$ 40.00	SIPP PANELS, FACIA, FASTENERS, ECT.
4	Framing Labor	\$ 120,400	26.8%	\$ 26.76	SET SIPP PANELS, FRAMING, DEMO
5	Roofing	\$ 39,000	8.7%	\$ 8.67	ASPHALT SHINGLES, WATERPROOFING
6	Sheetrock - Interior	\$ 18,500	4.1%	\$ 4.11	INSTALL DRYWALL, TAPE, MUD - SKIP TROWEL FINISH
7	Painting - Interior + Exterior	\$ 12,480	2.8%	\$ 2.77	PRIME AND 2 COATS ON CEILING, STAIN FACIA.
8	Flashing	\$ 4,500	1.0%	\$ 1.00	INSTALL FLASHING
9	Project Manager	\$ 31,500	7.0%	\$ 7.00	
10	Subtotal	\$ 449,680	100%	\$ 99.93	
11	O.H. & P 10%	\$ 44,968	10%	\$ 9.99	
12	Contingency	\$ -	\$ -		Discuss 2%
13	Total	\$ 494,648		\$ 110	

Items not included

- 1 Job Site Electrical Power - Provided by Owner
- 2 Landscaping, Irrigation, Boulders
- 3 Fire Sprinklers
- 4 Lower Valley Energy Fees
- 5 Builders Risk
- 6 Asphalt/Chip Seal

CODE	ITEM	QTY	UNIT	UNIT COST	TOTAL	COMMENTS
01000	Preconstruction Services				\$0	Included in Bid
01001	Blueprints (Bid and Shop Drawings)	1	LS	\$500	\$500	Allowance
01002	Survey	1	LS	\$0	\$0	
01003	Cleaning Labor	1	ea	\$0	\$0	Included in Labor
01004	Final Cleaning Service	6	LS	\$500	\$3,000	Included on Cost Sheet
01005	Window Cleaning Service	6	LS	\$100	\$600	Included on Cost Sheet
01006	Cleaning Supplies	1	LS	\$0	\$0	
01007	Job Office (Trailer)	1	LS	\$0	\$0	
01008	Mobilization / Demobilization	1	LS	\$2,000	\$2,000	
01009	Roll Off Dumpsters	8	ea	\$1,200	\$9,600	
01010	Dumpsters	18	ea	\$0	\$0	
01011	Site Security			\$0	\$0	If Requested
01012	Gradall (2 EA)	3	Mnths	\$3,600	\$10,800	
01013	Crane Charges	1	LS	\$0	\$0	
01014	Tools & Supplies	1	LS	\$0	\$0	Misc Consumables
01015	Safety Supplies	1	LS	\$0	\$0	
01016	Cell Phones	18	Mnths	\$0	\$0	
01017	Fax/Copier/Computer	18	Mnths	\$0	\$0	
01018	Mail / UPS / Postage	18	EA	\$0	\$0	As Needed
01019	Job Office Supplies	1	LS	\$0	\$0	
01020	Winter Conditions (as needed)	1	LS	\$0	\$0	Allowance- As Needed
01021	Temporary Fencing	1	LS	\$0	\$0	Basic Construction Fencing
01022	Temporary Toilets	3	Mnths	\$800	\$2,400	
01023	Temp Water for Site			\$0	\$0	
01024	Signage	1	LS	\$0	\$0	
01025	Power Consumption			\$0	\$0	By Owner
01026	Temporary Heat	1	LS	\$0	\$0	
01027	Temporary Lights			\$0	\$0	
01028	Temporary Power	1	LS	\$0	\$0	Power Panel
01029	Temporary Fire Extinguishers	4	Ea	\$0	\$0	
01030	Pumping and Dewatering			\$0	\$0	As Needed
01031	Snow Removal	1	LS	\$0	\$0	Allowance- As Needed

COX CONSTRUCTION, INC- PO BOX 9237 JACKSON HOLE, WY 83002- (307) 733-0554



November 1, 2018

Melody Ranch Townhomes, HOA
Jackson, WY 83001

Dear members of the board,

As you know, First Interstate Bank has been the leading area lender with regards to affordable housing for over 15 years. We at First Interstate Bank take great pride in coming up with lending solutions for affordable housing.

It is with deep regret that I am unable to find a lending solution to the situation you find yourselves in today. With the severe structural inadequacies in your roof systems that you have described, and the high cost of repair that you have reported to me as \$140,000 per unit, it just does not seem probable that First Interstate Bank would be able to help with a loan to make these repairs.

There are several reasons that I will try to explain here as to why this loan does not seem possible given the current state of affairs.

1. Deed Restrictions: Based upon the deed restrictions on a number of the units, the value of that unit does not benefit from the added investment.
2. Assessment amount: Our standard term on an HOA loan is usually 10 years. If the assessment for each owner is \$140,000 as you have reported, a 5 year adjustable rate of 6.36%, would result in a monthly payment per unit around \$1,600/month. Based on a review of mortgage filings in your HOA, the average mortgage is around \$125,000 which would result in an average mortgage payment of around \$650/month. By virtue of the deed restrictions on the units, it is unlikely that the owners would qualify individually for additional loans of \$140,000 each based on the resulting \$1600 per month payment that would be the result of such a loan.
3. Given the above, in my opinion it is not reasonable to expect the 24 owners to be able to make an additional \$1600 per month payment. Adding to the risk, and because of how an HOA works, if several of the owners were to default on their assessment, the other owners would be required to increase their assessments to make the payment, which would add that much more likelihood of additional defaults.

I sincerely hope that you are able to find a solution that is tenable to all of the owners.

Sincerely,

A handwritten signature in blue ink that reads "Frank P. Lyons".

Frank P. Lyons
Vice President

First Interstate Bank
Albertson's Office
105 Buffalo Way
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7932

First Interstate Bank
Main Office - 842 W Broadway
Office Building - 802 W Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-734-7373
www.firstinterstatebank.com

First Interstate Bank
Town Square Office
120 E Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7883

January 22, 2019

Melody Ranch HOA survey response summary.

After a Melody Ranch Townhomes Homeowners Association roof update meeting on 1/16/19 with 24 residents in attendance and a majority of units represented, the HOA Board informed residents on recent meetings with the JTCAHD and outlined some of the brainstormed options developed in and after the 1/2/19 JTCAHD board meeting. After outlining the most recent facts, to facilitate the conversion, we broke into the three ownership category groups to discuss relevant financial possibilities. Below is a summary of each group.

Permanently Deed Restricted Owners:

The options presented to the deed restricted owners are unpalatable in current form. If owners were to consider selling their unit they would need an exact valuation of their home; the range of purchase price to current value is too broad. When polled about ability to finance the roof repair with an equity increase equal to the cost of the roof repair, only three of eight owners stated they thought they could afford the additional debt service required to fund roof replacement. The option of selling the unit to JTCAHD and turning it into a long term rental would require clear details on potential lease terms and pricing.

Future Sunset Owners:

Owners are willing and can afford the roof replacement or will sell the home on the free market after sunset. No owners are interested in selling a deed restriction at this time.

Sunset Owners:

Owners are willing and can afford the roof replacement or will sell the home on the free market with disclosed roof concession for another owner to fund roof replacement. No owners are interested in selling their deed restriction at this time.

Free Market Owner:

Willing and can afford the roof replacement.

HOA Board Summary:

Generally, the only way the HOA board foresees this roof repair project for 24 homes across six separate buildings moving forward is if the JTCAHD becomes involved in financing the structural roof replacement and re-coups the investment upon the sale of the home. Since five out of six buildings include a

permanently deed restricted unit, there is no way to move forward without a plan for funding the replacement of these deed restricted roofs. The remainder of owners will fund roof replacement or sell.

Frank Hess*
Paul E. D'Amours**
Nicole G. Krieger*

* Admitted in WY
** Admitted in WY, ID & CO

Hess D'Amours & Krieger, LLC
ATTORNEYS AT LAW
30 East Simpson St.
P.O. Box 449
Jackson, Wyoming 83001

(307) 733-7881 Phone
(307) 733-7882 Fax
frank@hcdlawyers.com
Karin Larson
Legal Assistant/Receptionist

February 24, 2019

Carrie Geraci
Townhomes at Melody Ranch
Jackson, Wyoming

Via e-mail: carrie@jhpublicart.org

RE: Insurance Coverage/
Reconstruction issues

Dear Carrie:

This letter is in response to the Board's request made at the meeting held at my office on February 22, 2019 with respect to insurance coverage or lack thereof, and legal recommendation with respect to reconstruction requirements as set forth in the Covenants.

Insurance: I have reviewed the Farm Bureau Insurance policy with respect to coverage and exclusions. In short, the policy does not cover the defective roofs. That conclusion is based on the following:

Sub-paragraph 3 of Section B. Exclusions of Article I states as follows:

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Sub-paragraph c., **Negligent Work of Article I, Section B, 3.** provides (excludes):

c. Negligent Work

Faulty, inadequate or defective:

- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading compaction;
- (3) Materials used inconstruction....

Sub-section 3. above leaves the door open for coverage if the exclusion is otherwise covered under "Covered Causes of Loss". "Covered Causes of Loss" is

defined in Paragraph 3 of Section A, **Coverage**, as:

3. Covered Cases of Loss

Risk of direct physical loss unless the loss is:

- a. Excluded in Paragraph B. Exclusions in Section I; or
- b. Limited in Paragraph 4. Limitations in Section I.

As sub-section 3. c. **Negligent Work**, comes under the umbrella of Section I (Roman number I, not number 1), Paragraph B. **Exclusions**, the defective roofs are not covered under the Farm Bureau policy. I have attached and highlighted the provisions cited above.

It has been suggested that the Board make a claim against Farm Bureau Insurance, and if it denies that claim, to file a lawsuit against them. There would not be a basis for such a lawsuit and such would subject the HOA and myself to sanctions by the District Court for filing a frivolous lawsuit that has no basis under the insurance contract. Additionally, Farm Bureau would likely cancel coverage of the townhouses for casualty and liability, which would make it very difficult to obtain coverage elsewhere.

Reconstruction: It has been pointed out by the County that the Board should follow the procedures in the Covenants for reconstruction. Section 11.6 Reconstruction, of the Covenants provides that the Board (Management Committee) is appointed as attorney-in-fact for "purposes of dealing with the property upon its destruction or obsolescence". That provision provides amongst other things that if there is damage to more than one-third of the townhome units and insurance is insufficient, that the Board shall present a plan of reconstruction within 100 days after such damage. That plan must then be voted upon and approved by 51% of the owners and 100% of the first mortgage holders.

If that plan of reconstruction is not so approved, the Board per its power-of-attorney granted in Section 11.6, Reconstruction, shall sell Melody the entire Townhome development as a package. The purchaser would take free and clear of any Covenants as set forth in lines 12 and 13 of sub-section c of Paragraph 11.6.

Even though the Covenants mandate pursuing that avenue in the event of "destruction", such would be an act of futility. Just getting the plan of reconstruction itself approved by the owners and mortgage holders presents two impossibilities, namely;

- 1) There are simply no funds available at this time for the estimated \$3M reconstruction costs. Thus, any such plan is not economically viable; and

2) The Board will never be able to obtain consents from the mortgage holders, at least not 100% of them. I have been down that avenue in the past and can assure the Board it wouldn't even get a couple of consents, regardless of how presented to the mortgage holders.

The next futile step then required under the Covenants would be for the Board to sell the entire development. Without any doubt whatsoever, that would result in numerous lawsuits against the HOA along with restraining orders. Those lawsuits would no doubt be brought by the free market owners, those owners about to sunset, and mortgage holders (both first and second ones) amongst others.

Some units are not as heavily damaged as others. The letter of June 14, 2018 from Buchko Structural Engineering regarding the roofs certainly indicate that they are on the verge of destruction. However, the collective damage doesn't necessarily rise to the extent of the Covenant requirement of "destruction or obsolescence". Such would be one of the bases for a lawsuit. Additionally, the remedy of selling the entire development isn't applicable to this situation from a practicable point of view. The economic loss to the Melody townhouse owners would be enormous if the Board proceeded with the Covenant mandated sale.

I can not recommend pursuing that course of action at all, even if the Board is left with no help from the County or Housing Authority.

Please feel free to share this opinion with Teton County, the Housing Authority, or any others.

Sincerely,



Frank Hess

But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section I – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- 3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.**

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance; of part or all of any property on or off the described premises.

4. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion.

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income And Extra Expense Exclusions

a. We will not pay for:

- (1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. "Money" or "securities" except as provided in the:
 - (1) Money And Securities Optional Coverage; or
 - (2) Employee Dishonesty Optional Coverage;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns;
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or
 - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;
- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";
- i. "Electronic data", except as provided under Additional Coverages – Electronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software.
- j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

3. **Covered Causes Of Loss**

Risks of direct physical loss unless the loss is:

- a. Excluded in Paragraph B. Exclusions in Section I; or
- b. Limited in Paragraph 4. Limitations in Section I.

4. Limitations

a. We will not pay for loss of or damage to:

- (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - (3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.
 - (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - (5) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
- (1) Animals, and then only if they are killed or their destruction is made necessary.
 - (2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:
 - (a) Glass that is part of the exterior or interior of a building or structure;

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance Or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion, Ordinance Or Law, applies whether the loss results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section I – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- 3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.**

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance; of part or all of any property on or off the described premises.

4. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion.

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income And Extra Expense Exclusions

a. We will not pay for:

- (1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

FILED FOR RECORD BY
TETON LAND TITLE COMPANY
AS AN ACCOMMODATION ONLY

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS
THE TOWNHOMES AT MELODY RANCH

I. Pursuant to the authority granted by Article XII, Section 12.2 of the Declaration of Protective Covenants, Conditions and Restrictions for the Townhomes at Melody Ranch (The Declaration) recorded in the Office of the County Clerk for Teton County, Wyoming as Doc. # 0443086 Book 336 Page 1055-1116, recorded July 3, 1997, No-Pro Housing, a Wyoming Non-Profit Corporation, the Owner of all of the Lots, contained within the Melody Ranch Townhomes First Filing (the Subdivision), hereby declares that all of the lots and common area of The Subdivision, according to the plat thereof filed in the Office of the County Clerk for Teton County, Wyoming as Doc. # 0443080 Book 2 Maps Page 23 filed at 2:29 p.m. July 3, 1997 Plat #909, shall be held, sold and conveyed, subject to the following additional easements, restrictions, covenants and conditions, which shall be both a burden and a benefit to all of the property in The Subdivision, which shall be binding on all parties having any right, title or interest in The Subdivision or any part thereof, their heirs, successors and assigns, which are made for the purposes of protecting the value and desirability of the real property and the improvements located thereon and of clarifying and amplifying the provisions of The Declaration, and which shall be effective as of July 18, 1997 and shall apply to all lots within The Subdivision, regardless of whether such lots were conveyed by the Declarant before or after the execution and recording of these Amendments.

Except for those provisions of The Declaration which are herein specifically altered, amended or repealed, all of the provisions of The Declaration remain in full force and effect.

RELEASED	<input type="checkbox"/>
INDEXED	<input type="checkbox"/>
ABSTRACTED	<input type="checkbox"/>
SCANNED	<input type="checkbox"/>

AMENDMENT NO. 1

ARTICLE 11 - INSURANCE, MORTGAGES AND RECONSTRUCTION,
SECTION 11.1 - INSURANCE, SHALL BE AMENDED TO READ AS FOLLOWS:

II.

Article 11 - Insurance, Mortgages and Reconstruction

11.1 Insurance The Owners shall obtain and maintain at all times insurance of the type and kind stated in this Declaration, and including, at the direction of the Management Committee, risk of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other projects similar in use, issued by responsible insurance companies authorized to do business in Wyoming. The fire and extended coverage insurance, including vandalism and malicious mischief, to be maintained as to the units shall also cover all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors, and ceilings, doors, windows, exterior walls, roofs, decks and porches and to the elements or materials comprising a part of the units. The insurances shall be carried in individual policy form naming the

Owners as the insured, which policy or policies shall contain a standard non-contributory mortgage clause in favor of the first mortgagee, the maximum deductible shall conform to WCDA regulations where applicable, and a noncancellation clause (whether or not requested by the owners of units) providing that such policy or policies may not be canceled except upon thirty (30) days prior written notice thereof to the Management Committee, each first mortgagee, and every other person in interest who shall have requested such notice of the insurer.

The association may at its sole discretion obtain and maintain an additional blanket policy on all of the units conforming to the provisions set out above, naming the Management Committee the insured, as attorney-in-fact for all unit owners at their common expense.

The Management Committee, or the Manager, shall also obtain and maintain public liability insurance insuring each member of the Management Committee, the Manager, if any, the Association, and the owners against any liability to the owners or any other person incident to the ownership of or use of the project of any part thereof. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for property damage for each occurrence. This is just the minimum amount, and it is expressly contemplated that Management Committee may, in its discretion, obtain insurance with higher limits and insurance against risks (such as earthquake damage) which are not specifically referred to herein. The Management Committee may also obtain insurance with relatively high deductible.

All insurance policies obtained by the Association itself should be reviewed at least annually by the Management Committee.

Each owner, upon becoming an owner, shall be deemed to have constituted and appointed, and does hereby so constitute and appoint the Management Committee as his true and lawful attorney-in-fact to act in all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the project. Each owner does further hereby agree, without limitation on the generality of the foregoing, and each mortgagee, upon becoming a mortgagee or holder (as trustee or as beneficiary) of a deed of trust of a unit does hereby agree, that the Management Committee, as attorney-in-fact, shall have full power and authority, in addition to the powers above given, to purchase and maintain such insurance, and remit premiums therefor, to collect proceeds and to use the same, and distribute the same to the Management Committee, owners and mortgagees, as their interests may appear, all pursuant to and subject to applicable statutes and the provisions of this Declaration, and to execute all documents and do all things on behalf of each owner and Management Committee as shall be necessary or convenient to the accomplishment of the foregoing.

DATED this 18TH day of JULY, 1997

No-Pro Housing, a Wyoming Nonprofit Corporation

By:

~~Eugene Geritz, President~~

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

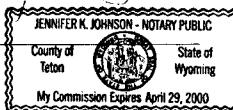
The foregoing instrument was acknowledged before me by Eugene Geritz as President of No-Pro Housing, a Wyoming Nonprofit Corporation, this 18th day of June, 1976.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF TETON)



**DECLARATION OF PROTECTIVE COVENANTS FOR
THE TOWNHOMES AT MELODY RANCH**

dated 6/27/97

**ARTICLE 1 - IMPOSITION AND PURPOSE OF COVENANTS
AND ANNEXATION OF ADDITIONAL PROPERTY**

This Document shall be and shall constitute the Declaration of Protective Covenants for the Townhomes at Melody Ranch. This document is promulgated and approved by No-Pro Housing, a Wyoming Nonprofit Corporation, the Declarant.

1.1 General Requirements. The name of the common interest community created hereby is the "Townhomes at Melody Ranch," ("the Project"). It is the intention of Declarant, expressed by its execution of this instrument, that the lands within the Project be developed and maintained as a highly desirable townhome project. It is the purpose of these Covenants that the present natural beauty, the natural growth, and native setting and surroundings of the the Project shall always be protected, insofar as it is possible, in connection with the uses and structures permitted by this instrument. It is of primary intent that the integrity and value of each townhome site in the Project shall be protected insofar as possible.

1.2 Planned Community. The Project shall be considered a part of a Planned Unit Development for purposes of the Land Use Development Reguiations resolution of Teton County.

1.3 Imposition of Covenants. Declarant hereby declares that all of the Project contained in Lot 14 a part of Residential Unit Two, Melody Ranch Upper Ranch Master Plat First Amendment, plat # 862, shall be owned, held, sold, conveyed, encumbered, leased, used, occupied, and developed subject to all of the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the Project, and which shall run with the Property to which they are subject, and be binding on all parties having any right, title, or interest in the said Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of any part thereof.

1.4 Right to Include Additional Properties. Declarant reserves the right to subject any additional Subdivision filings for real property within the Benefiting Parcel to the terms, conditions, and restrictions of these Covenants, thereby making the Owners of such Property, Members of the Townhomes at Melody Ranch Homeowners Association as hereinafter provided. Inclusion of additional properties may be accomplished, in the sole discretion of Declarant,

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

1

Grantor: NO-PRO HOUSING

Grantee: THE PUBLIC

Doc 0443086 bk 336 pg 1055-1116 Filed at 2:54 on 07/03/97

V Jolynn Coonce, Teton County Clerk fees: 136.00

By JULIE HODGES Deputy

or Declarant's successors or assigns, by recording a Declaration of Covenant describing the Property upon which these Covenants are to be imposed and adopting these Covenants by specific reference to the date, instrument number, date of recording and recording information for these Covenants as reflected in the records of the Teton County Clerk, Teton County, Wyoming. Upon such recording, the additional properties shall be subject to these Covenants as if the same were set forth in full in such Declaration.

1.5 Annexation. It is contemplated by the Declarant that the Property subject to these Covenants may at some time be the subject of a proposal for annexation by the Town of Jackson. A primary utility service of the Project, the sanitary waste water collection and treatment system, is provided by the Town of Jackson and as a condition of such provision of service, the Town of Jackson has required that all persons, by acceptance of a deed for a Lot in the Project, will be deemed to have consented to annexation by the Town of Jackson. In furtherance of that objective, each Owner of a Lot or Townhome, by acceptance of a deed, does therefore agree to consent in whatever form may be required by applicable statutes to such annexation and agrees that they will not object to, or oppose, annexation by vote or any other means or methods.

1.6 Improvement and Service District. Declarant has formed an Improvement and Service District to be known as Melody Ranch Improvement and Service District which will provide sewer, domestic water, irrigation water, snow removal, trash pick up, open space and landscape easement and maintenance services, and such other services as may be lawfully provided by such an Improvement and Service District. All Lot and Townhome Owners within the Property subject to these Covenants and within the boundaries of the Improvement and Service District shall be subject to the rules and regulations of the Improvement and Service District and shall pay all applicable fees, assessments, and meter charges levied by the District. The level of such fees, assessments, and meter charges, and all rules and regulations with regard to utilization of services shall be established by the District and may be modified or amended on an annual or other regular basis. All Lot and Townhome Owners, by accepting a deed to the Property, shall consent and shall be deemed to have consented to the establishment and inclusion of the Project within the Improvement and Service District and will not oppose the establishment of the Improvement and Service District by vote or other action.

ARTICLE 2 - DEFINITIONS

The following words, terms, and phrases, when used in this Declaration, shall have the following meanings:

2.1 ARC. Architectural Review Committee.

2.2 Benefiting Parcel. The Property comprising Lot 3B of the Melody Ranch Upper Ranch Master Plat Second Amendment, Plat No. 884 and Lot 14 of the Melody Ranch Upper Ranch Master Plat First Amendment plat No. 862.

2.3 Common Area. 'Common Area' shall mean the open space, driveway and parking lots as shown on the recorded subdivision plat. Upon completion and acceptance of the improvements the ownership of the common area shall be transferred from No-Pro Housing to Melody Ranch Service and Maintenance District.

2.4 Declarant. The Declarant is No-Pro Housing, a Wyoming nonprofit corporation.

2.5 Declaration. This Declaration of Protective Covenants for the Townhomes at Melody Ranch and any and all duly executed amendments, supplements, or additions to this Declaration recorded in the Office of the Clerk and Recorder of Teton County, Wyoming, and including any maps or Plats recorded in connection therewith.

2.6 Improvement and Service District. 'Melody Ranch Service and Maintenance District' shall mean the quasi-governmental entity formed and approved for the Melody Ranch Subdivision for the purpose of providing certain services and improvements within the Melody Ranch Planned Unit Development and surrounding properties.

2.7 Lots. Shall mean all of the Subdivision Lots shown on a Recorded Plat of the Subdivision of either/or of said lots 3B and 14. Such lots shall be designated by a Lot number for the Project.

2.8 Melody Ranch Planned Unit Development Final Development Plan. The Final Development Plan for the Melody Ranch Planned Unit Development approved by the Board of County Commissioners of Teton County, Wyoming, on the 3rd day of October, 1995, and recorded in the Office of the Teton County Clerk.

2.9 Melody Ranch Residential Lots 3B and 14. Lot 3B of the Melody Ranch Upper Ranch Master Plat Second Amendment according to that Plat recorded as Plat No. 884 in the records of the Teton County Clerk, Teton County, Wyoming and Lot 14 of the Melody Ranch Upper Ranch Master Plat First Amendment, Plat no.862.

2.11 Owner. Means any person, firm, corporation, partnership, association, or other entity, including the Declarant, or any combination thereof, who own(s) one or more Lots of the Benefiting Parcel. The term "Owner" shall not refer to any lienholder unless such lienholder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.11 Recorded Plats. Shall mean that Subdivision Plat recorded as Plats Nos. 862 and 884 in the records of the Teton County Clerk, Teton County, Wyoming (hereinafter referred to as "Plats") and any Amendments or Replats thereof of all or a portion of said Lands.

2.12 The Project and/or Subdivision and the Term Subdivide. The term "Subdivision" shall mean Melody Ranch Subdivision Residential Unit Two - Lots 3B and 14, according to the Declaration of Protective Covenants for the Townhomes at Melody Ranch and the Plats thereof, as herein defined, filed for record in the real property records of Teton County, Wyoming. The terms "subdivide" or "subdivided" shall apply to the creation of a separate Lot or Lots processed as a Subdivision under the terms of Teton County Land Development Regulations.

ARTICLE 3 - THE TOWNHOMES AT MELODY RANCH HOMEOWNERS' ASSOCIATION

3.1 Membership and Voting Rights in the Association. All persons or associations who own or acquire the title in fee to any of the lands in the Project/other than lands dedicated as public roads, if any), by whatever means acquired, shall automatically become Members of the Townhomes at Melody Ranch Homeowners Association, Inc. (hereinafter referred to as "Association"), a Wyoming nonprofit corporation, in accordance with the Articles of Incorporation of said Association as filed with the Secretary of State of the State of Wyoming, and as the same may be duly amended from time to time.

3.2 Association Easement. The Association and the Improvement and Service District shall have the right of access to each Lot from time to time during reasonable hours as may be necessary for the maintenance repair or replacement of utility extensions, roads and fences, ditches and irrigation systems, and to conduct maintenance and repairs within the open space, and at any time for the making of emergency repairs, and shall have a non-exclusive easement, as may be appropriate, to perform the duties and functions which it is permitted to perform pursuant to this Declaration. In addition to the foregoing, the Association shall also have the right to establish utility easements from time to time for the benefit of Owners of Lots within the Subdivision across any of the lands within the Subdivision or the Benefiting Parcel subject, however, to the prior approval of the location of said easements by the Architectural Committee (ARC) and the Owner of the Benefiting Parcel, which approval shall not be

unreasonably withheld; further provided however, that the Owner of the Benefiting Parcel or the ARC may impose conditions on the use, installation, revegetation, or rehabilitation required to restore any disturbed Property to its prior condition after completion of the installation and any such utilities and may further require that all such utilities be installed underground.

3.3 Governing Instruments. The administration of the Association shall be governed by this Declaration and the Articles of Incorporation and Bylaws of the Association.

3.4 Duties and Voting of Board. The Board of Directors of the Association shall have the duties of management, operation, and maintenance of the Recreational Open Space and Improvements and the exterior of the Townhomes and garages of the Project and fences of the exterior of the Townhomes and garage and the enforcement of the provisions of this Declaration, the Articles and Bylaws of the Association, and the rules and regulations adopted by the Board of Directors from time to time.

- (a) No Member of the Board and no Officer shall be liable for actions taken or omissions made in the performance of such Member's duties except for wanton and willful acts or omissions.
- (b) The Board of Directors shall act by a majority vote.
- (C) The board may appoint such committees as it sees fit to act for the association and the board including but not limited to the architectural review committee (ARC) and a Management Committee.

3.5 Election of the Board. The Board of Directors shall be composed of five (5) persons. Initially, the Declarant shall appoint all five (5) Directors. However, not later than sixty (60) days after conveyance of thirty-three percent (33%) of the Lots that may be created to Owners, other than the Declarant, at least one(1) Member of the Board of Directors must be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of sixty-six percent (66%) of the Lots that may be created to Owners, other than the Declarant, no less than two (2) of the Members of the Board of Directors must be elected by unit Owners other than the Declarant. No later than either sixty (60) days after the earlier of the conveyance of eighty-four and one-half percent (84.5%) of the Lots that may be created to Owners other than the Declarant, two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two (2) years after any right to add new Lots

was last exercised, the Owners of the units shall elect the entire Board of Directors, at least a majority of who must be unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant.

3.6 Removal of Directors. The Members may remove a Director, other than a Director appointed by the Declarant, with or without cause, by a two-thirds (2/3) vote of the Members at which a quorum is present.

3.7 Reservation. Declarant reserves the right to convey the Open Space and driveway and parking area lots to Melody Ranch Improvement and Service District and to contract with the District for provision of any services for which the Association may collect assessments.

3.8 Delivery of Association Property. Within sixty (60) days after the Owners, other than the Declarant, elect a majority of the Members of the Board, the Declarant shall deliver to the Association all Property of the Owners and of the Association not excluded under Paragraph 3.7 above, which is held or controlled by the Declarant, including without limitation, the following items:

- (a) The original or certified copy of the recorded Declaration as amended, the Association's Articles of Incorporation, Bylaws, minute books, other books and records, and any rules and regulations which may have been promulgated;
- (b) An accounting for Association funds and financial statements, for the date the Association received funds and ending on the date when the Owners other than the Declarant took control of the Association. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Association.
- (c) The Association funds or control thereof;
- (d) All of the Declarant's tangible personal property that has been represented by the Declarant to be the Property of the Association, and inventories of such Property;
- (e) A copy of any plans and specifications used in the construction of the improvements in the Subdivision which were completed within two (2) years before the Declaration was recorded;

- (f) All insurance policies then in force, in which the Owners, the Association, or its Directors and Officers are named as insured persons;
- (g) Copies of any Certificates of Occupancy that may have been issued with respect to any improvements comprising the Subdivision;
- (h) Any other permits issued by governmental bodies applicable to the Subdivision and which are currently in force or which were issued within one (1) year prior to the date on which the Owners, other than the Declarant, took control of the Association;
- (I) Easement for use by the Association;
- (j) Written warranties of any contractor, subcontractors, supplies, and manufacturers that are still effective;
- (k) A roster of Owners and holders of first mortgages or deeds of trust and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- (l) Empciment contracts in which the Association is a contracting party; and
- (m) Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the persons performing the services.

3.9 Budget. The Association must prepare an annual budget. Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Members and shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than sixty(60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Members reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Members must be continued until such time as the Members ratify a subsequent budget proposed by the Board.

3.10 Assessments. All Owners shall be obligated to pay assessments imposed by the Association and/or the Improvement and Service District to meet the expenses of management, operation, and maintenance of the Subdivision. Assessment shall be made against each Lot in proportion that the Lot bears to the total number of Lots in the Recorded Plats of Residential Unit No. 2 Lots 3B and 14 as may amended from time to time. In addition, the Association may apportion the easements against such Lots based on a direct usage or benefit. Lots or buildings which are deed restricted for affordable housing purposes, shall only pay assessments for assessable costs as defined hereinafter, as the same

are directly attributable on a direct usage basis.

1. Open Space, Driveway and Parking Area Lots. Assessments will include the cost of the maintenance and operation of the open space, driveway and parking area improvements, all utility systems, the ponds and bike paths including landscaping, irrigation, care of the grounds, repairs and renovations, trash and garbage collection, snow removal and associated fees, wages and equipment costs.

2. Exterior of Building. Assessments will include the cost of the maintenances and repairs of the fences walkways and exterior of the building including but not limited to general maintenance and repair, painting and/or refinishing of the wood siding, soffits, trim and fascias, wood decks, the repair and/or replacement of the roofs.

The budget shall include sufficient funds to at a minimum repaint once every five years and to replace the roofs once every ten years.

3. Responsibility of Owners. The individual Townhome Owners will be responsible for the repair, maintenance and/or replacement of the exterior doors and windows of their respective Townhomes and all interior construction, cabinets, appliances, fixtures, equipment, electrical, mechanical, and plumbing systems and all normal and necessary appliances. Townhome Owners shall, at their own cost and expense, maintain, repair, paint, wax, tile, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors and doors, windows within their Townhome. In addition each Townhome owner shall otherwise keep the interior of his Townhome in good repair, in a clean and sanitary condition. Owners also shall have responsibility for maintaining and repairing decks, landscaping and irrigation in areas which are walled or fenced off from the general public, including both sides of the fence or wall involved. If, however, in the opinion of the Management Committee, any of the areas which are the responsibility of a Owner are not being properly maintained or repaired, then the Management Committee may have necessary maintenance and repair done and make a special assessment to the Owner for the cost thereof, said assessment to be paid in the same manner and to have the same weight and effect as any other assessment made pursuant to this Declaration. The Owners shall keep clean and in a sanitary condition their storage areas, garages, decks and patios, if any.

4. Landscape Areas and Building Exterior. In the event an owner of any Lot in the Project shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the HOA the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the landscaping and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot

is subject.

5. Willful or Negligent Acts. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

6. Party Walls. Each wall which is built as a part of the original construction of the homes upon the Project and placed on or adjacent to the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto. An Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

7. Additional Costs. Assessments may include the cost of collection, wages, insurance, accounting and other such fees, expenses and liabilities included by the Association under or by reason of this Declaration. Payment of any deficit from a previous assessments, creation of reasonable contingencies, reserve or surplus fund and other costs and expenses relating to the Project. Assessments shall be a personal obligation of each Owner and suit to recover money judgement shall be maintainable without waiving the lien securing the same.

3.11 Assessment Lien.

- (a) Assessments chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances except: (i) liens and encumbrances recorded before the recordation of the Declaration; (ii) a security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot.
- (b) An assessment lien under this Section 3.11, is superior to a security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent to the extent thereof:

1. any attorney fees and costs being incurred in an action to enforce the lien, plus;
 - (2) an amount equal to the common expense assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration during the six (6) months immediately preceding institution of an action to enforce the lien, but in no event shall such priority accorded to the assessment lien exceed one-hundred fifty percent (150%) of the average monthly assessment during the immediately preceding fiscal year multiplied by six (6).
- (c) This Section 3.11 does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association.
- (d) If any assessment shall remain unpaid twenty-five (25) days after the due date thereof, the Association may impose a surcharge of one and three quarters percent (1.75%) of such assessment on the first day of each calendar month thereafter so long as such assessment shall be unpaid, provided however, that the maximum surcharge in one (1) year shall be no greater than twenty-one percent (21%).
- (e) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation is required.
- (f) The Association's lien may be foreclosed in like manner as a mortgage on real estate containing a power of sale by advertisement and sale as allowed by the laws of the State of Wyoming.
- (g) Upon such foreclosure, the Association's claim shall include the amount of unpaid assessments, penalties thereon, the costs and expenses of such proceedings, the costs and expenses of filing the notice of lien, and reasonable attorney's fees, and any deficiency shall be a common expense assessed equally to all Lot Owners. The Association may bid on the Lot at the foreclosure sale and hold, lease, mortgage, or convey the same.

3.12 Statement of Assessments and Liability of Purchasers. The Association shall furnish to an Owner or his designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or holder of a security

interest or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assess a priority lien upon the Unit for unpaid assessments which were due as of the date of the request.

- (a) The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the tract accrued prior to the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

3.12 Incorporation into Future Filings. For purposes of administration, maintenance, and the sharing of expenses provided for in Section 3.10 above, the Association may be incorporated into any association created in the future pursuant to the further subdivision of lands now or hereafter owned by Declarant, its successors and assigns, which are located within the Residential Unit No. 2 Lots 3B and 14 of the Melody Ranch. Without incorporation, the Association may contract with any other homeowners' association which administers Melody Ranch Property or with the Improvement and Service District to mutually undertake functions similar to those undertaken by Association's pursuant to this Declaration and the costs incurred pursuant to said contract shall be a common expense of the Association.

3.14 Declarant's and Owner's Acknowledgment of Future Development Potential. Declarant acknowledges that pursuant to the Land Development Regulations of Teton County, through which the Subdivision was created, the lands within the Subdivision and the Benefiting Parcel are presently restricted as to the number of Lots which may be created. However, each Owner of a Lot, by acquiring title thereto subject to this Declaration, acknowledges and agrees that, for a period of ten (10) years following the recordation of the Declaration, subject to obtaining any necessary approvals from the government of Teton County, Wyoming or any successor political Subdivision having jurisdiction over the Subdivision and the Benefiting Parcel; (1) Declarant, its successors and assigns, may undertake additional development of the Benefiting Parcel of a residential character and may involve subdivision and/or rezoning; (2) no such Owner shall have any claim against Declarant nor shall make any objection to any such future development based upon any claim of reliance or misrepresentation with respect thereto; and (3) that the maximum number of Lots is ascertainable as being the number set out in the Final Development Plan for Residential Unit No. 1 and 2 of the Melody Ranch, approved by the Teton County Commissioners on October 10, 1995.

ARTICLE 4 - MANAGEMENT COMMITTEE

4.1 Management Committees. The Management Committee shall mean the Board of Directors of the Association. The following is an outline of the function, powers and duties of the Management Committee.

4.2 Management of Association and Property. The management and maintenance of the Property and the business property and affairs of the Association shall be managed by a Management Committee as provided in the Declaration and Bylaws. The Management Committee shall be elected as provided in the Bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Management Committee shall be binding upon all of the Unit Owners and their successors and assigns.

4.3 Powers and Duties of Management Committee. The Management Committee shall have all the powers, duties and responsibilities which are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

A. To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the Property.

B. To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation for their services; provided however, that any management agreement may be terminable by the Management Committee for cause upon thirty (30) days' written notice and that the term of any said management agreement generally shall not exceed one (1) year, renewable by agreement for successive one (1) year periods.

C. To operate, maintain, repair, improve, and replace the Common Areas and facilities, including the entering into of agreements for the use and maintenance of the Common Areas and facilities and adjacent contiguous property for the benefit of the Association. The Management Committee shall, as part of the responsibilities outlined in this section, make arrangements for the winter care of roadways, etc.

D. To determine and pay the common expenses.

E. To assess and collect the proportionate share of common expenses from the Unit Owners.

F. To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

G. To open bank accounts on behalf of the Association and to designate the signature therefore.

H. To purchase, hold, sell, convey, mortgage, or lease any one or more Units in the name of the Association or its designee.

I. To bring, prosecute and settle litigation for itself, the

Association and the Property, provided that it shall make no settlement which results in liability against the Management Committee, the Association or the Property in excess of \$20,000.00 without prior approval of the majority of the Unit Owners.

J. To obtain insurance for the Association with respect to the Units and Common Areas and facilities, as well as workmen's compensation insurance as needed.

K. To repair or restore the Property following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Property from the provisions of the Act.

L. To own, purchase or lease, hold and sell or otherwise dispose of on behalf of the Unit Owners, items of personal property necessary to or convenient in the Management Committee and in the operation of the Property.

M. To keep adequate books and records.

N. To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Property.

4.4 Delegation of Powers. The Management Committee may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in Section 3 above except: the final determination of common expenses, budgets and assessments based thereon; the promulgation of house rules and administrative rules and regulations; the power to enter into any contract involving more than \$10,000.00 in any one fiscal year; the power to purchase, hold, sell, convey, mortgage, or lease any Units in the name of the Association; to bring, prosecute and settle litigation; or any other power, duty or responsibility nondelegable by law.

4.5 Limited Liability of Management Committee, etc. Members of the Management Committee, the officers, and any assistant officer, agents and employees of the Association: (1) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (2) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument of transaction entered into by them on behalf of the Association in their capacity as such; (3) shall have no personal liability in tort to any unit Owner of any person or entity, direct or imputed, by virtue of acts performed by them except for their own willful misconduct or bad faith or acts performed by them in a capacity other than indicated herein; (4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

4.6 Indemnification. The Unit Owners or Association shall indemnify and hold harmless any person, his heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities to which he shall be or shall be threatened to be made a party by reason of the fact that he was a member of the Management Committee or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, such liability or expense shall be attributable to his willful misconduct or bad faith; provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Management Committee or otherwise. The indemnification by the Unit Owners as contained herein shall be paid by the Management Committee on behalf of the Unit Owners and shall constitute a common expense and shall be assessed and collectable as such.

ARTICLE 5 - ARCHITECTURAL REVIEW COMMITTEE

5.1 Architectural Review Committee. The Architectural Review Committee (ARC) shall mean the Board of Directors of the Association. The Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument, including but not limited to the implementation of the development standards, design guidelines and requirements for compliance with its authority, including the establishment of costs and fees reasonably related to the processing and evaluation of requests for Committee action. Such guidelines, requirements, and fees may be amended, from time to time, by a majority vote of the ARC.

5.2 Approval by Architectural Review Committee. No improvements of any kind, including but not limited to dwelling houses, barns, stables, outbuildings, swimming pools, tennis courts, ponds, driveways and parking areas, fences, walls, garages, antennae, flagpoles, curbs, walks, landscaping, irrigation ditches or structures, and wells shall ever be constructed or altered (including any change in exterior color or materials), on any lands within the Subdivision, nor may any vegetation be altered or destroyed nor any landscaping performed on any Lot, unless the complete architectural plans for such construction or alteration or landscaping are approved in writing by the ARC prior to the commencement of such work. No person shall have the right to

rely on any verbal approval. In the event the ARC fails to take any action within sixty (60) days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. In the event the ARC shall disapprove any architectural plans, the person or association submitting such architectural plans may appeal the matter to the next annual or special meeting of the Members of the Association, where a vote of at least two-thirds (2/3) of the votes entitled to be cast at said meeting shall be required to change the decision of the ARC.

5.3 Variances. Where circumstances such as topography, location of Property lines, location of trees and brush, or other matters require, the Architectural Committee may, by a two-thirds (2/3) vote, allow reasonable variances as to any of the covenants contained in this Declaration, on such terms and conditions as it shall require; provided that no such variance shall be finally allowed until thirty (30) days after the Architectural Committee shall have mailed a notice of such variance to each Member of the Association. In the event thirty percent (30%) of the Members shall notify the Architectural Committee in writing of their objection to such variance within said thirty (30) day period, the variance shall not be allowed until such time as it shall have been approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast at an annual or special meeting of the Members of the Association.

5.4 General Requirements. The Architectural Committee shall exercise its best judgment to insure that all improvements, construction, landscaping, and alterations on the lands within the Subdivision conform to the Development Standards contained in the Melody Ranch Planned Unit Development Final Development Plan and harmonize with the natural surroundings and with the existing structures as to external design, materials, color, siting, height, topography, grade, landscaping, and finished ground elevation. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible and may require landscaping and the planting of specimen trees.

5.5 Development Standards. The Development Standards are included herein by reference and are attached hereto as Appendix "A." Declarant reserves the right at his sole discretion to issue clarifications to such standards and to amend the standards from time to time as may be required.

5.6 Preliminary Approvals. Persons or associations who anticipate constructing improvements on lands within the Subdivision, whether they already own lands in the Subdivision or are contemplating the

purchase of such lands, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval, but the Architectural Committee shall never be finally committed or bound by a preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

5.7 Architectural Plans. The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by this Declaration.

5.8 Architectural Committee Not Liable. The Architectural Committee shall not be liable in damages to any person or association submitting any architectural plans for approval, or to any Owner or Owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person or association acquiring the title to any Property in the Subdivision, or any person or association submitting plans to the Architectural Committee for approval, by so doing, does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its Members as individuals, or its advisors, employees, or agents.

5.9 Written Records. The Architectural Committee shall keep and safeguard for at least five (5) years complete permanent written records of all applications for approval submitted to it (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

ARTICLE 6 - GENERAL RESTRICTIONS ON ALL LOTS

6.1 Zoning Regulations. No lands within the Subdivision shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the Melody Ranch Final Development Plan as approved by the County Commissioners of Teton County, Wyoming, validly in force from time to time, except as the same may be allowed under said regulations as a non-conforming structure. Subject to the provisions of Paragraph 3.14, no lands within the Subdivision (including any Lot within the Subdivision) shall be further subdivided subsequent to the recordation of the applicable Plat map. The Section 5.1 may not be amended without the written consent of the Board of County Commissioners of Teton County, Wyoming.

6.2 No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substance within the earth, including but not limited to, oil, gas, minerals, gravel, sand, rock,

geothermal and earth, except for activities conducted under prior mineral reservations, agricultural, utility, water and sewer purposes shall ever be permitted within the limits of the Subdivision.

6.3 No Business Uses. No lands within the Subdivision shall ever be occupied or used for any non-agricultural commercial or business purpose nor for any noxious activity and nothing shall be done or be permitted to be done on any of said lands which is a nuisance or might become a nuisance to the Owner or Owners of any said lands. No store, office, or other place of non-agricultural commercial or professional business of any kind; nor any hospital, sanitarium or other place for the care or treatment of the sick or disabled physically or mentally; nor any public theater, bar restaurant, or other public place of entertainment; nor any church, shall ever be constructed, altered, or permitted to remain within the Subdivision.

Nothing herein shall be deemed to prohibit recreational facilities or activities including without limitation, equestrian, golf, etc., nor any home occupation, provided the same is permitted under the Teton County Land Development Regulations in effect and as amended from time to time and further provided such use does not constitute a nuisance or violate any other provision of this Declaration.

The Declarant may maintain sales and/or construction offices within the Project at a location and of a design and layout as may be approved by the ARC. The sales and construction activities shall be solely related to the development and sales activities of Residential Unit No. 2 of the Melody Ranch.

6.4 Signs. With the exception of one "For Rent" or "For Sale" sign (which shall not be larger than 18 x 24 inches) no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot in the Subdivision. The above-referenced "For Rent" or "For Sale" sign shall only be located, if permitted by the Architectural Committee, within the boundaries of a Lot.

Temporary sales and directional and informational signs may be erected by Declarant in conjunction with the sale of Lots within the Subdivision.

6.5 Domestic animals or fowl. No domestic animals or fowl shall be maintained on any Lot other than not more than two (2) generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Pets shall be fed indoors or, if fed outdoors, shall be fed in a manner as not to

become a wildlife attractor. If any animals are caught or identified chasing or otherwise harassing livestock, wildlife, people, vehicles, or bicycles, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of Two-hundred Fifty Dollars (\$250.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock, people, vehicles, or bicycles on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of Five-hundred Dollars (\$500.00) per animal, plus costs of impoundment. On the third violation, in addition to the foregoing penalties, the offending animal or animals shall be removed from the Subdivision. No Owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife, or people shall have the right of action against the Board or any Member thereof, for the impoundment or destruction of any such animals or animals. In addition, violation of these restrictions on a third occasion may result in the termination of the right to keep pets on the Property in the sole discretion of the Board.

6.6 Fences, Service Yards Equipment and Trash. All clothes lines, equipment, service yards, woodpiles, or storage piles on any Lot in the Subdivision shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring Lots and streets and access roads. All campers, boats, trucks, and trailers shall be kept stored in the recreational equipment storage yard provided by Melody Ranch. Snowmobiles, bikes, motorcycles, and other possessions shall be kept stored within the residence, garage, or storage shed, or at the recreational equipment storage yard. All rubbish and trash shall be removed from all Lots, and shall not be allowed to accumulate and shall not be burned thereon.

The fences installed at the time of construction of the Townhomes shall be maintained in place. No fence may be removed without the express permission of the Declarant.

6.7 No Discharge of Firearms. The discharge of firearms shall not be permitted on any of the lands in the Subdivision without approval of the ARC and only if reasonably related to bona fide ranching or farming necessities. Hunting activities may take place only with the prior written consent of the Architectural Control Committee, and notwithstanding any such consent, shall not be conducted in a manner that is disruptive of the peace and tranquillity of adjacent properties nor in a manner that could or is likely to create a threat to the safety of persons or property.

6.8 Noxious and offensive activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots, or in their enjoyment of common areas. All storage of toxic materials shall be limited and storage areas so constructed as to prevent any leakage or discharge of such materials into the Snake River or any of its tributaries, including underground aquifers. The use and disposal of hazardous materials must follow all federal and state requirements. Hazardous materials must not be disposed of on-site. In determining whether there has been violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in the Subdivision are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Subdivision. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the Lots and improvements located thereon, shall be placed or used upon any Lot.

6.9 Noxious weeds. Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a Lot Owner fails to respond immediately to a written request for weed control from the site committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a Lot treated for noxious weed control shall pay all costs incurred by the Board. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County Weed and Pest Control Board. Under no circumstance, however, shall materials or methods be utilized to control noxious weeds which would endanger wildlife or sensitive wetlands habitat on the Property or adjacent lands.

6.10 Irrigation, Irrigation Ditches, and Water Use. There is an irrigation ditch located on the Property. The irrigation ditch is identified on the Subdivision Plat of the Property. It is essential to keep this ditch flowing freely, to avoid flooding problems caused by blockage. The Owner of any Lot upon which any irrigation ditch is located shall not take any action to plug or impede the flow of such ditch. If possible, the Owner of any such Lot shall clean out any debris which collects in the ditch located on such Lot. Any such Lot Owner shall promptly notify the Board of any animals such as beaver who are plugging a ditch so that the site committee can take necessary

control actions. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter irrigation ditches or waterways.

(a) Irrigation. No Lot Owner shall utilize any of the domestic water system constructed for the Subdivision for irrigation or yard and lawn watering and irrigation purposes during any period in which a separate irrigation system is provided for use of the Lot Owners.

The separate irrigation and yard and lawn watering system shall utilize currently existing water rights appurtenant to the Property and retained by the Declarant.

The Homeowners Association shall appoint a water steward, which duties may be transferred to the Melody Ranch Improvement and Service District for the purpose of controlling all irrigation water and Declarant hereby reserves to the Association or the Improvement and Service District, as the case may be, the right on behalf of all Lot Owners to grant necessary approvals and take any and all regulatory action necessary with regard to the control and use of irrigation water.

All irrigation uses of the irrigation water reserved and retained for use upon the Property shall be subject to the control, and all reasonable rules and regulations adopted for such control by the Association, the water steward, and/or the Improvement and Service District, as the case may be.

All Lot Owners shall be required to install an irrigation system. The irrigation water used will be metered and the cost for such water will be paid to the Service and Maintenance District.

6.11 Wildlife Protection. It is recognized by the Declarant and the purchasers or Owner of any Lot within the Property, that many wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all other requirements of these covenants, to protect, preserve, and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat. Each Lot Owner, by acceptance of a deed, does hereby waive any and all depredation claim against the State of Wyoming or the Game and Fish Department resulting from violation of any of the following provisions:

- (a) No Owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of that portion of the building envelope necessary for the purposes of constructing authorized structures or roads thereon, and particular attention shall be given to the protection of trees identified by the Site Committee after consultation with the Wyoming Game & Fish Department as important to raptor species as perching or nesting sites.
- (b) Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any Lot, except within a fenced yard on the Lot.
- (c) No hunting or shooting of guns or discharge of explosives shall be allowed on any Lot without the prior written consent of the ARC.
- (d) While no raptor nests are currently known to exist on the Property, all Owners are requested to immediately report locations of active raptor nests to a Member of the Site Committee who shall report the information to the Wyoming Game and Fish Department. No active raptor nests shall be approached during the nesting season.
- (e) The Owner of every Lot, as well as guests and invitees, shall comply with all State and Federal laws prohibiting the harassment, injury, or killing of any wildlife species on the Property comprising the Subdivision to which these Covenants are applicable.
- (f) No elk or other big game animals shall be fed hay or any other food on the Property in order to prevent migrating animals from interrupting their migration to winter feeding grounds and to prevent such animals from becoming habituated to unnatural food sources. In addition, all new planting of shrubs and trees shall be limited to those species which are not unduly palatable to browsing animal species. The Site Committee will provide a list in consultation with the Wyoming Game and Fish Department of species of trees and shrubs which may be unduly palatable to browsing animals and, accordingly, may be prohibited.
- (g) Introduction into the wild of any non-native animal species which might compete with or harm native species and result in their decline is prohibited. This includes domestic waterfowl in common or private aquatic areas because they have been proven to be very aggressive towards native waterfowl species.
- (h) The purchaser of each Lot is thereby advised and notified that lawful hunting of birds and wild game may occur on

lands surrounding the Subdivision and such Owners acknowledge that neither the Association nor the Declarant controls or may control such hunting activities.

6.12 Parking Rights. Ownership of each lot shall entitle the owners or owners thereof to the use of not more than one automobile parking space, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign one vehicle parking space for each dwelling, in addition to the parking space located in the garage on the lot; unassigned guest parking spaces will be available for the use of guests of the owners.

6.13 Additional Restrictions. The Owners shall not place or store anything within the open space or driveway area lots, with the exception of in a facility specifically designated or approved for their storage. All owners shall keep their residences and their lots in a reasonably clean, safe, sightly and tidy condition. No clotheslines will be permitted. Any tires, lawnmowers, garden equipment, childrens toys and other similar items must be stored and appropriately screened from the public view when not in use. No antennas or television "dishes" or other items may be placed in public view or upon any of the common areas or lots without the express written consent of the Management Committee. Refuse, garbage and trash shall be kept at all times in a covered container, such covered container shall be screened from view at all times other than a specified regular time period for garbage pick-up. The parking of recreational vehicles, boats, trailers and inoperative vehicles is prohibited in parking areas, garages and the open space. The Management Committee shall have full power and authority to regulate the motorbikes, motorcycles and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restriction, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties or violations of such regulations.

6.14 Obstructing Common Areas. Owners shall not obstruct common areas. Owners shall not place or store anything within the common areas without the prior written consent of the Management Committee or its designee except in a facility specifically designated or approved for such storage. The storage of snow on the property shall not be allowed to occupy required parking spaces or be placed within 50 feet of ponds, vehicle safety, or obstruct emergency vehicle access to the property.

ARTICLE 7 - RESTRICTIONS ON LOTS

7.1 Number and Location of Buildings. Except for buildings or structures in place on the date of recording this Declaration, no buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot other than:

- (a) One Townhome;
- (b) One attached or detached garage;
- (C) One or more accessory structures;

(d) No dwelling house, building, or other structure shall be placed, erected, altered, or permitted to remain on any Lot, at any site or location, other than within the building area designated on the Site Development Plan as approved by Teton County. The location of accessory shall be as approved by the Architectural Review Committee.

7.1.1 Each Townhome shall be equipped with fire detectors and a fire alarm.

7.1.2 All improvements, construction, landscaping, and alteration shall conform to the Development Standards contained in the Melody Ranch Planned Unit Development Final Development Plan.

7.1.3 The minimum floor area of any Townhome shall not be less than one thousand (1,000) square feet, exclusive of any garage, carport or unenclosed porches or decks. The ground floor area shall not be less than seven-hundred (700) square feet, exclusive of any garage, carport, or unenclosed porch or deck.

7.1.4 In addition to the approval required to be obtained by the ARC, prior to issuance of residential building permits, individual Townhome design and grading shall be reviewed and approved by a registered engineer or architect to insure that such construction and grading does not create any adverse impact or drainage throughout the Subdivision. In addition, prior to issuance of any such building permit for any Lot within the Subdivision, the Teton County Building and Sanitation Departments shall review and approve a final drainage plan which addresses control of irrigation water and drainage water as they relate to adjacent Lots and open space areas. All construction activity within Lots within the Subdivision shall be limited to the hours between 7:00 a.m. and 7:00 p.m.

7.2 Townhome to be Constructed First. No garage, or other building shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot. All construction and alteration work shall be prosecuted diligently, and each building, structure, or improvement which is commenced on any Lot shall be entirely completed within eighteen (18) months after commencement of construction.

The provisions for temporary sanitary facilities, construction power, temporary fire service and all weather access as set out in the Final Development Plan shall be observed by all Lot Owners.

7.3 Towers and Antennae. No towers or radio or television antennae or satellite transmission receiving antennae shall be erected on any Lot without approval of the Architectural Committee and shall be fully screened from view from adjacent properties.

7.4 Trees and Landscaping. No trees or brush growing on any Lot shall be felled or trimmed nor shall any natural areas be cleared, graded, or formal lawn areas constructed, or landscaping performed on any Lot without the prior written permission of the ARC. All landscaping shall, at a minimum, conform to the master landscaping plan and planting schedule incorporated into the final development plan for the Subdivision. Each Owner of a Lot shall provide, prior to issuance of a building permit on said Lot, financial assurances satisfactory to ARC, for the costs of landscaping necessary to comply with the Landscape Plan for said Lot.

7.5 Tanks. No tanks of any kind shall be erected, placed, or permitted upon any Lot unless buried, or if located above ground, the location and screening shall be as determined by the ARC.

7.6 Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, or non-permanent outbuilding shall every be placed, erected, or allowed to remain on any Lot, except, to the extent permitted by all applicable County regulations, during construction periods, and no Townhome shall be occupied in any manner prior to its completion.

7.7 Exterior Lighting. All exterior lights and light standards on Lots shall be approved by the ARC for harmonious development and the prevention of lighting nuisances to other lands in the Subdivision and shall also fully comply with any applicable Teton County lighting regulations.

7.8 Off-Street Parking. No Townhome shall be constructed on any Lot unless there is concurrently constructed on the same Lot adequate off-street parking areas for at least one (1) automobile. One (1) additional assigned parking space will be provided within the driveway and parking area lot adjacent to the garage.

All trailers or vehicles used in the course of business and all recreational vehicles, boats, campers, snow machines, camper-trailers, and similar recreational vehicles, trailers, or equipment, shall be parked, stored, or kept in enclosed garages of suitable size, or the recreational equipment area at all times.

7.9 Road Damage. Each Owner of a Lot is responsible for any damage caused to the roadways within the Project during the construction of

improvements upon such Owner's Property by any vehicle or equipment belonging either to said Owner or to any person or entity using the roads within the Project while engaged in any activity benefiting said Owner. Metal treads or other "Lugged" tread or tired vehicles are not permitted to drive across the roads within the Project, however, such equipment may access lands within the Project on a trailer or flatbed vehicle as may be appropriate provided any damage resulting therefrom is repaired and paid for as provided hereinabove. Each Owner shall also be responsible for any damage caused by utility cuts in roads, wash-outs, and run-off damage caused by failure to install culverts properly and in a timely manner as may be necessary in connection with the construction of improvements upon or any other uses made by such Owner to his Lot. The Board of Directors shall have the right to establish, implement, and enforce an impact fee system to allocate costs for road damage and general wear and tear on the roads within the Project upon terms and conditions which said Board deems best in the interests of the Members of the Association. Such impact fee system may include charges based upon "per vehicle", "per load", "per ton", or "per trip" calculations. Said system may also deny access to the Project to any vehicle for which said impact fee has not been paid. The Board may also implement and enforce weight limits on the roads within the Project.

7.10 Sanitary & Water Systems. No sewer disposal system, sanitary system, cesspool, septic tank, or well shall be allowed to be constructed or allowed to remain or be used on any Lot. All Lots shall be connected to and shall utilize the domestic and irrigation metered water and sewer distribution system provided by the Melody Ranch or the Improvement and Service District.

7.11 Roof Design. The design of all roofs shall be carried out in a manner to create visual interest and variety. Roofs shall contain varied offsets, dormers, gables, and hips to eliminate continuous and unvaried roof slopes. The roof slopes shall be combinations of 4 in 12 and 6 in 12 slopes.

ARTICLE 8 - RESTRICTION ON RECREATION

OPEN SPACE AREA

8.1 No Structures or Improvements. Unless permitted by Melody Ranch Final Development Plan regulations, as adopted or amended from time to time, no buildings, structures, or improvements of any nature shall be placed, erected, altered, or permitted to remain on any Open Space area shown on the Project Site Development Plan and Final Plat, except for fences, ponds, irrigation structures, temporary and private roads giving access to Lots in the Subdivision, emergency access pads, drives, public pathways, and recreational improvements and facilities. Necessary utility installations shall be permitted along established

or platted utility easements and other areas as determined by the ARC.

8.2 Trees and Landscaping. No trees or brush growing in these areas shall be felled or trimmed, no natural areas shall be cleared, nor shall any natural vegetation, rocks, or soil be damaged or removed, nor any landscaping performed, unless first approved in writing by the ARC.

8.3 Temporary Buildings. No temporary house, house trailer, camper, boat, horse trailer, tent, construction materials, or other temporary or movable structure shall be placed, erected, or allowed to remain on any Recreational Open Space Area, except as attendant to lawful development.

8.4 Exterior Lighting. No exterior lights, fixtures, or standards shall be erected, installed, or permitted to remain on any Lot, except as attendant to lawful development.

8.5 Leasing of Recreational OSA. No Recreational Open Space Area may ever be leased to any person or association without the prior written permission of the ARC except as is necessary to carry out the intents and purposes expressed in Article 8, herein reserving such authority to Declarant, its successors, and assigns. The Declarant hereby reserves the right to deed the Recreational Open Space to the Melody Ranch Improvement and Service District.

ARTICLE 9 - EASEMENTS AND LANDS RESERVED

9.1 Utility Easements Reserved. Declarant hereby reserves to itself, its successors, and assigns, perpetual easements five feet (5') in width: (1) on each side of the boundary line along the entire perimeter of each Lot (other than where the Townhome and garage are constructed) and all other easements described in the Recorded Plat of the Subdivision for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, water, irrigation, sewer, gas, and similar lines, pipes, wires, conduits, ditches, fences, and landscaping.

9.2 Easements and Open Space Areas. Declarant hereby reserves to itself, its successors and assigns, perpetual easements across all of the lands in the Subdivision along the line of all domestic water and sewer lines, irrigation ditches and laterals presently in existence and across all other lands in the Subdivision, for the purpose of constructing, maintaining, relocating, replacing, and operating domestic water supply systems, sewer systems, security systems, or irrigation system pipes, ditches and laterals, for the proper irrigation of all meadow lands in and adjoining the Subdivision or located in the open space, driveway and parking area or on any Lots therein. Declarant reserves to itself, its successors, and assigns

all lands within the Benefiting Parcel and the right to engage in any lawful development thereon, to conduct farming and ranching activities and to irrigate all meadow lands at all reasonable times, to build and maintain fences and ditches and relocate the same from time to time and to go on all Lots in the Subdivision for the purpose of carrying on such activities and irrigating such meadow lands so as to preserve and maintain their natural beauty.

Association reserves to itself, its successors, and assigns all lands within the Open Space and the right to engage in any lawful development thereon, to build and to maintain fences and ditches and relocate the same from time to time and to go on all Lots in the Subdivision for the purpose of carrying on such activities and irrigating such meadow lands so as to preserve and maintain their natural beauty.

Declarant reserves to itself, its successors, and assigns a perpetual, non-exclusive easement across all lands within the Agricultural Easement Areas shown on the Plat and the exclusive right to conduct farming, ranching, and any other agricultural activities of every nature whatsoever thereon; to irrigate any or all lands thereon without, however, the obligation to do so; and/or ranching activities of every nature whatsoever thereon; to irrigate any or all lands therein; and to retain all crops and profits from such activities.

9.3 Easements for Private Drives and Trails. In addition to the easements and reservations set forth on the Plat, Declarant hereby reserves to itself, its successors, and assigns perpetual easements across all driveways within the Subdivision giving access to the Lots, the Benefiting Parcel, and Open Space Areas in the Subdivision as shown on the Plat or as may hereafter be established by the Declarant, together with the right of the Declarant to permit the use of said easements by Owners of the Benefiting Parcel for purposes of access, ingress, egress, and placement of utilities.

9.4 Landscape and Maintenance Easement. Declarant hereby reserves to itself, its successor, and assigns, perpetual easements over and across the front and rear yards of the Townhomes and for a distance of 10 feet around the perimeter of the Townhomes and garages to permit use of access by the Declarant, its successor and assigns use of the easements for purposes of maintaining the exterior of the buildings and the walks, decks, fences, landscaping and utility systems in the yards.

ARTICLE 10 - ENFORCEMENT

10.1 Enforcement Action. The ARC and HOA shall have the right to prosecute any action to enforce the provisions of all of this Declaration by injunctive relief, on behalf of itself and all or part of the Owners. In addition, each Owner and the Benefiting Parcel

and/or the Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of any provisions of this Declaration. In addition, the Board of County Commissioners of Teton County shall have the right to enforce the provisions of this Declaration for which the said Board of County Commissioners has the right to approve an amendment as set forth in Section 12.2 hereof.

10.2 Limitations on Actions. In the event any construction or alteration or landscaping work is commenced upon any of the lands in the Subdivision in violation of any provision of this Declaration and no action is commenced within one-hundred eighty (180) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said one-hundred eighty (180) day limitation shall not apply to injunctive or equitable relief against other violations of this Declaration. No bond shall be required to be posted by any party seeking to enforce the provisions of this Declaration. No bond shall be required to be available to any party aggrieved. Said one-hundred eighty (180) day limitation shall not apply to injunctive or equitable relief against other violations of this Declaration. No bond shall be required to be posted by any party seeking to enforce the provisions of this Declaration against the Owner of a Tract and all of said Owners of Tracts hereby waive the requirement of posting a bond in such action.

ARTICLE 11 - INSURANCE, MORTGAGES AND RECONSTRUCTION

11.1 Insurance. The Association shall obtain and maintain at all times insurance of the type and kind stated in this Declaration, and including, at the discretion of the Management Committee, risk of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other projects similar in use, issued by responsible insurance companies authorized to do business in Wyoming. The fire and extended coverage insurance, including vandalism and malicious mischief, to be maintained as to the units shall also cover all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors, and ceilings, doors, windows and to the elements or materials comprising a part of the units., The insurances shall be carried in blanket policy form naming the Management Committee the insured, as attorney-in-fact for all the unit owners, at their common expense, which policy or policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and a noncancellation clause (whether or not requested by the owners of units) providing that such policy or policies may not be canceled except upon thirty (30) days prior written notice thereof to the Management Committee, each first mortgagee, and every other person in interest who shall have requested

such notice of the insurer. The Management Committee, or the Manager, shall also obtain and maintain public liability insurance insuring each member of the Management Committee, the Manager, if any, the Association, and the owners against any liability to the owners or any other person incident to the ownership of or use of the project of any part thereof. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for property damage for each occurrence. This is just the minimum amount, and it is expressly contemplated that Management Committee may, in its discretion, obtain insurance with higher limits and insurance against risks (such as earthquake damage) which are not specifically referred to herein. The Management Committee may also obtain insurance with relatively high deductible. Owners are encouraged to carry their own insurance (and to require renters insurance for rental units) to cover their possible liability for payment of damages, such as the deductible amount, which is not insured by the Association itself.

All insurance

policies obtained by the Association itself should be reviewed at least annually by the Management Committee.

Each owner, upon becoming an owner, shall be deemed to have constituted and appointed, and does hereby so constitute and appoint the Management Committee as his true and lawful attorney-in-fact to act in all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the project. Each owner does further hereby agree, without limitation on the generality of the foregoing, and each mortgagee, upon becoming a mortgagee or holder (as trustee or as beneficiary) of a deed of trust of a unit does hereby agree, that the Management Committee, as attorney-in-fact, shall have full power and authority, in addition to the powers above given, to purchase and maintain such insurance, and remit premiums therefor, to collect proceeds and to use the same, and distribute the same to the Management Committee, owners and mortgagees, as their interests may appear, all pursuant to and subject to applicable statutes and the provisions of this Declaration, and to execute all documents and do all things on behalf of each owner and Management Committee as shall be necessary or convenient to the accomplishment of the foregoing.

11.2 Owner's Personal Obligations. The amount of the common expenses assessed against each lot shall be the personal and individual debt of the owner(s) thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot. Both the Management Committee and the Manager shall have the responsibilities to take prompt action to collect any unpaid assessment which remains unpaid more than twenty days from the due

date for a payment thereof. In the event of default in the payment of the assessments, the owner shall be obligated to pay interest on the amount of the assessment from the due date thereof, together with all expenses incurred, including attorney's fees, together with such late charges and interests as are provided in this Declaration. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

11.3 Fidelity Insurance. If any Owner or employee of an association controls or disburses funds of the Association, the Association must obtain and maintain, to the extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than two (2) month's current assessments plus reserves, as calculated from the current budget of the Association.

11.3.1. Any person employed as an independent contractor by the Association for the purposes of managing the Subdivision must obtain and maintain fidelity insurance in an amount not less than the amount specified in Section 11.1, unless the Association names such person as an insured employee in a contract of fidelity insurance, pursuant to Section 11.1.

11.3.2 The Association may carry fidelity insurance in amounts greater than required in Section 11.1 and may require any independent contractor employed for the purposes of managing the Project to carry more fidelity insurance coverage than required in Section 11.1.

11.4 Insurance Premiums are Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are common expenses.

11.5 Mortgages. An owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage, or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a lot may create junior mortgages, liens, or encumbrances on the following conditions: 1) that any such conditions, covenants, restriction, uses, limitations, obligations shall be subject to the lien for common expenses and other obligations created by this Declaration; 2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his or her right, title, and interest in and to the proceeds under all insurance policies upon the lot and project. Such releases shall be furnished forthwith by a junior mortgagee upon written request of one or more of the members of the Management Committee, and if such request is not granted, such releases may be executed by the Management Committee as attorney-in-fact for such junior mortgagee.

11.6 Reconstruction. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction, for repair, reconstruction or obsolescence. Title to any lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any owner or grantor shall constitute and appoint the Management Committee their true and lawful attorney in their name, place, and stead for the purposes of dealing with the property upon its destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Management Committee shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of a Townhome unit owner which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of improvements as used in the succeeding subparagraphs means restoring improvements as used in the succeeding same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Management Committee for the purpose of repair, restoration, reconstruction or replacements unless the owners and first mortgagees agree not to build in accordance with provisions set forth hereinafter.

a. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct improvements, shall be applied by the Management Committee, as attorney-in-fact, to such reconstruction, and improvements shall be promptly repaired and reconstructed. The Management Committee shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

b. If the insurance proceeds are insufficient to repair and reconstruct improvements, and if such damage is to one-third or fewer Townhome units, such damage or destruction shall be promptly repaired and reconstructed by the Management Committee, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made in the manner hereinafter set out. If any mortgage or trust deed holder of any damaged unit required and received payment of any part of the insurance proceeds, the owner of that unit shall pay to the Management Committee the amount so received by such mortgagee or trust deed holder for use by the Management Committee, with the balance of the insurance proceeds, in requiring and reconstructing pursuant hereto. The insurance proceeds, together with payments made by unit owners shall be held in a building account for use in repairs and reconstruction pursuant hereto. Any deficiency in the building account shall be assessed against the unit owners as a common expense. Such assessments shall be payable within ninety (90) days after written notice thereof to the owners assessed. The Management Committee shall have full authority, right and power, as attorney-in-

fact, to cause the repair or restoration of improvements using all of the insurance proceeds and unit owner to pay an assessment. The assessment provided for herein shall be a debt of each owner and a lien on his Townhome unit and may be enforced and collected as is provided in Paragraph 43. In addition thereto, the Management Committee, as attorney-in-fact, shall have the absolute right and power to sell the Townhome unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Management Committee shall cause to be recorded a notice that the Townhome unit of the delinquent owner shall be required to pay to Management Committee the cost and expenses for filing the notices, interest at the rate of 10% per annum on the amount of the assessment from and after said 90 day period, and all reasonable attorneys' fees incurred in selling the unit and collecting said assessment. The proceeds derived from the sale of such Townhome unit shall be used and disbursed by the Management Committee, as attorney-in-fact, in the following order:

1. For payment of taxes and special assessment liens in favor of any assessing entity, and the customary expense of sale;
2. For payment of the balance of the lien of any first mortgage or trust deed, with interest any prepayments penalty;
3. For payment of unpaid common expenses, the assessment, with interest, made for repair and reconstruction of the project, and all costs, expenses, and fees incurred by the Management Committee in selling such lot and collecting the assessment, not paid pursuant to 1. above.
4. For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
5. The balance remaining, if any, shall be paid to the lot owner.

c. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements, and if such damage is to more than one-third of the Townhome units, and if the owners representing an aggregate ownership interest of 51 percent, or more, of the general common elements do not voluntarily, within 100 days after such damage, make provisions for reconstruction, which plan must have the unanimous approval or consent of every holder of a first mortgage then of record, the Management Committee shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice, the entire Townhome project shall be sold by the Management Committee pursuant to the provisions of this paragraph, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration and the Map. The insurance settlement proceeds shall be collected by the Management Committee, and such proceeds shall be divided by the Management Committee according to each owner's percentage interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each

account representing one of the Townhome unit designations and the name of the owner. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Management Committee, and attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b)1 through 5 of this paragraph.

If the owners representing an aggregate ownership interest of 51%, or more, of the lots adopt a plan for reconstruction, which plan has the unanimous approval of all holders of first mortgages then of record, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan, shall be a lien, and may be enforced to the extent and in the manner set out in subparagraph (b) of this paragraph and shall be due and payable as provided by the terms of such plan, but not sooner than 90 days after written notice thereof. The Management Committee shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration lot owner's payments for such purpose notwithstanding the failure of any owner to pay an assessment.

d. The owners representing an aggregate ownership interest of two-thirds of the Lots within the Project may agree that the buildings should be razed and new ones built, and adopt a plan for the renewal and reconstruction, which plan shall require the unanimous approval of all holders of first mortgages of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction shall be payable by all of the owners as common expenses; provided however, that an owner not a party to such plan for renewal or reconstruction may give written notice to the Management Committee within 30 days after the date of adoption of such plan that such unit shall be purchased by the Management Committee for the fair market value thereof. The Management Committee shall then have 60 days thereafter within which to cancel such plan. If such plan is not canceled, the unit of the requesting owner shall be purchased according to the following procedures. If such owner and Management Committee can agree on the fair market value thereof, then such sale shall be consummated within 60 days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or she is unable to agree with the other on the sixtieth day after notice demanding purchase is given to the Management Committee, whichever date is earlier, shall be the "commencement date" from which all periods of time mentioned herein shall be measured. Within ten days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser. If either party fails to make such a nomination, the appraiser nominated shall within five days after default by the other party, appoint and associate with him another appraiser. If the two

designated or selected appraisers are unable to agree, they shall appoint another appraiser to be umpire between them if they can agree on such person. If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers, and from the names of the four appraisers so nominated one shall be drawn by lot by any judge of any court of record in Wyoming, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten days of the failure of the two appraisers to agree, which, in any event, shall not be later than 20 days following the appointment of the second appraiser. The decision of the appraisers to the fair market value, or in the case of their disagreement, then such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Management Committee and the owner. The sale shall be consummated within 15 days thereafter and the Management Committee, as attorney-in-fact shall pay the purchase price therefore in cash and shall disburse such purchase price for the same purpose and in the same order as is provided in subparagraph (b) 1 through 5 of this paragraph, except as modified herein. At the time of payment to such owner, such owner shall deliver to the Management Committee, or its nominee, a good and sufficient warranty deed to the lot, fully executed and in recordable form, free and clear of all liens, charges and encumbrances.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Covenants to Run. All of the covenants contained in this Declaration shall be a burden on the title to all of the lands in the Subdivision, and the benefits thereof shall inure to the Owners of all of the lands in the Subdivision, and the Owner(s) of the Benefiting Parcel.

12.2 Termination and Amendment of Declaration. The Covenants contained in this Declaration shall terminate unless extended by Amendment, on or before January 1, 2046, or at the time of final and intentional corporate dissolution of the association, whichever date shall first occur.

This Declaration and/or the Plat may be amended by the Owners of sixty-seven percent (67%) of the votes in the Association. A properly certified copy of any Resolution of Amendment shall be placed of record in Teton County, Wyoming, not more than six (6) months after the date of said Amendment. If the Declaration is so amended, then it shall continue in effect, as amended for so long thereafter as may be stated in said Amendment. No amendment and no variance which is less

restrictive than the provisions contained in Section 6.1 (Zoning Regulations), Section 6.5 (Animals and Fencing), Section 6.9 (Noxious Weeds), Section 6.11 (Wildlife Protection), Section 7.1 (Number and Location of Buildings), Section 7.7 (Exterior Lighting), Article 6 (Restrictions on Agricultural Easements and Recreational Open Space Areas), and Section 12.2 (Termination and Amendment, shall be effective unless consent thereto is obtained from the Board of County Commissioners of Teton County, Wyoming.

12.3 Severability. Should any part or parts of the Declaration be declared invalid or unenforceable by any Court of competent jurisdiction, such decisions shall not affect the validity of the remaining Covenants.

12.4 Repeal of the Act. In the event that the Act is repealed, the provisions of the Act immediately before its repeal shall control this Declaration. However, to the extent that the Bylaws of the Association differ from the Acts as repealed, the provisions of the Bylaws shall control.

12.5 Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the Covenants contained herein.

DATED this 27th day of JUNE, 1987.

No-Pro Housing, a Wyoming Nonprofit Corporation

By:


Eugene Geritz, President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

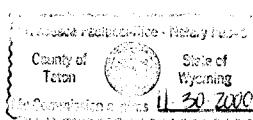
The foregoing instrument was acknowledged before me by Eugene Geritz as President of No-Pro Housing, a Wyoming Nonprofit Corporation, this 27th day of June, 1997.

Witness my hand and official seal.

Francesca Portucci-Rice
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)



DEVELOPMENT STANDARDS**SECTION 4**
MASTER LANDSCAPE PLAN

The visual quality of the Melody Ranch is based on its expansive open space and the vistas to the surrounding mountains. This expansive open space character is not uncommon in Jackson Hole because ranchers kept the land open and free from trees (except along ditches and creeks) for grazing or to raise hay on the irrigable lands. The basic premise of the Master Landscape Plan (Drawing No. 3) is to preserve this open character and replicate the historical approach to the landscape development of ranches.

There are two key components to the historical landscape development of ranches. First, trees and shrubs are allowed to grow in areas where the land cannot be utilized for raising hay or grazing. These are areas of poor soils, gullies, steep slopes, creeks, and along irrigation ditches. Second, the ranchers planted trees and shrubs around their homesteads primarily for protection from the summer sun or winter winds, not for aesthetics. The existing mature landscape seen at the ranches in the valley contribute to the scenic quality and beauty of the valley due to their maturity and appropriateness within the open space.

The open spaces preserved in the Melody Ranch (70%) is an effort to provide every dwelling unit an opportunity to look out onto open space much as the ranches do. Within these open spaces only native cottonwood trees, willow bushes, aspens, and other native plants will be allowed to grow. Trees and shrubs in the open spaces will be planted in or along the ditches and roads, around the ponds, and at street intersections and entrances. The predominant characteristic of the Melody Ranch will be of clustered development set in open grazing areas surrounded by mountains.

The focus of the landscape improvements by the developer will be to:

- Upgrade the existing cottonwood and willow plantings along the Manning Ditch below the bench running parallel with Highway 89 to help screen the proposed development from Highway 89;
- Introduce native planting groups to form focal points at each road intersection;
- Develop natural landscapes in the landscape easement along the South Park Loop Road;
- Provide natural plantings in and along the ponds and ditches in the open space recreation areas of the Residential Unit No. 1;
- Maintain irrigation systems to the recreational open space and agricultural open space areas in order to keep the existing pasture and grazing areas intact.

The Master Landscape Plan and Sketch Plans included in this section illustrates the approach to landscape improvement for the Ranch. The key to meeting the objective of this plan is to administer the Covenants in a manner that will focus on preserving the open space as the predominant feature of the Melody Ranch. See Exhibits M2-M4 for Conceptual Planting Plans.

Irrigation

The recreational open space areas, ranch and equestrian open space operation areas and the individual lots may be irrigated using irrigation systems connected to the existing ditches and new ponds. Plans for the construction of the systems will be submitted with the applicable plat maps.

Irrigation water rights

Melody Ranch has irrigation water rights for 790 acres; the developer shall submit an irrigation plan to the State Engineer's Office for review and approval prior to Final Development Plan approval.

Plant List

Exhibit M1 is the recommended plant list to be utilized for all landscaping within the Melody Ranch.

The Master Landscape Plan visually presents three other key elements to creating a liveable community:

- Trail & pathway plan and details
- Signage plan and details
- Street lighting plan and details

Landscape Easement

A thirty to fifty foot landscape easement is to be reserved to the Melody Ranch along both sides of South Park Loop Road. The easement will be used to accommodate a program of tree planting and the various entry monuments identifying the project and the individual residential units. In addition, the easement area will be utilized for trail and utility easements and facilities.

Signage

The signage themes set out on the detail sheets reflect the historical motifs associated with ranches in the valley. Rustic simplicity is combined with natural materials to create the appropriate signage for specific locations throughout the Ranch. See Exhibit N1-N4. The conceptual designs for the street and trail signs are shown on Exhibit P1-P3.

Street Lighting

Street lights will be located at each intersection for safety purposes. The fixtures are designed to illuminate the intersection and not the surrounding residences. See Exhibit O.

Pathways and Trails

The Melody Ranch proposes to create easements for, and to construct an extensive system of public pathways and trails through the Ranch, on an incremental basis, as development progresses. The trails as shown on the Master Landscape Plan (Drawing No. 3) fall into 3 categories. See Exhibit J for typical trail section.

Proposed Melody Ranch public trails

The developer shall dedicate easements and construct the system of public pathways and trails through the ranch – the three Upper Melody trails described below, as well as the Highway 89/East Melody Ranch Trail; these are all part of the public trail system through the ranch; the developer shall record easements and construct the public pathways on a phased basis, as development progresses, in accordance with the Pathways Phasing Schedule G-7; the easements and construction accomplished in accordance with the specific agreement summarized below; the trails shall be constructed by the developer to County trail standards, as illustrated on the Final Development Plan Test Exhibit J, except that Exhibit J needs to be corrected to show the trail surface width as 10 feet (not 8' to 10' as shown on Exhibit J); the trail surface shall be compacted by crushed rock to accommodate equestrian use; the public trail easements shall be dedicated to the County in accordance with the Recreational and Transportation Access Easement and Agreement (identified in the Final Development Plan as Exhibit D - Appendix A), and the public trails shall be maintained by the County.

Highway 89/ East Melody Ranch Trail

Upon recordation of the lower Melody Master plat, The Melody Ranch will dedicate the necessary easements for the trail to the County. The exact routing of the trail and alignment of the easement will be based upon detailed engineering studies carried out by the County and Melody Ranch. The final routing and alignment will be subject to mutual agreement by Melody Ranch and the County. The alignment will be established prior to January 15, 1996.

Melody will construct the ten-foot wide trail located on The Melody Ranch at no cost to the County. Construction is to be carried out in accordance with County standards. The County will relocate all fences as may be required.

In lieu of constructing the trail, the Ranch will contribute the funds to the County as matching funds as a part of a federal grant program. The amount of the funds will be determined by a mutually approved engineers estimate.

The deed restriction will prohibit the use of the trail by any motorized vehicle and provide for the use of the trails by pedestrians, equestrians, bicyclists, skiers, snowshoers and dog sledgers. The form of the easement will be as set out on Exhibit D, Appendix A.

This trail shall begin where the trail construction associated with the scheduled improvement of Highway 89 by the State Department of Transportation ends at a point about one-third of a mile south of the intersection of South Park Loop County Road and State Highway 89.

The trail shall continue along the west side of Highway 89 to the south boundary of Melody Ranch, partly on State highway right-of-way and partly on an easement that shall be dedicated to the County by the developer; the exact routing of the trail and alignment of the easement shall be based upon detailed engineering studies undertaken by the developer in cooperation with the County Pathways Task Force, with the final routing and alignment to be subject to mutual agreement by the developer and the county;

With respect to this trail the following conditions shall apply:

- (1) The alignment shall be established and the easement shall be dedicated to the County as part of the Master Plat for South Melody prior to January 15, 1996.
- (2) The developer shall construct the ten-foot wide trail from the end of the State DOT constructed trail on the north to the south Melody Ranch property line on the south at no cost to the County within one year following the completion of the State DOT built trail along State Highway 89.

Construction by the developer shall not include the cost of engineered fill, retaining walls, repair, and/or relocation of irrigation ditches and fences.

The alignment of the easement shall be adjusted as may be required to eliminate the need for engineered fills and retaining walls.

- (3) The County shall relocate fences and irrigation ditches as may be required for the construction of the trail subject to authorization of funding for this purpose by the Board of County Commissioners.
- (4) In lieu of the developer constructing the trail, the County may request the developer to contribute the funds to the County, on a basis to be agreed upon prior to November 15, 1995, to be used as the local match for a federal grant program (Scenic Byways Program) to fund the pathway design and construction within Melody Ranch and its extension to Game Creek, with the amount of the funds required to construct the Melody ranch portion of the

- pathway (i.e., the Melody Ranch "share") to be determined no later than November 15, 1995 by a mutually approved engineer's estimate of cost; with the proviso that such approval of the engineer's estimate of cost shall not unreasonably withheld.
- (5) However, in the event the Federal grant application submitted by the County is not funded, the developer shall still be obligated to build the trail according to County design standards within one year of completion by the State Department of Transportation of the Highway 89 trail construction associated with the improvement of South Highway 89 and at such time as the County has authorized the expenditure of the funds required for the construction of the County's portion of the project (i.e., the relocation of ditches and fences if necessary).
- (6) The easement shall prohibit the use of the trail by any motorized vehicle and provide for the use of the trail by pedestrians, equestrians, bicyclists, skiers, snowshoers and dog sledders, except that certain restrictions on these activities as recommended by Wyoming Fish and Game Department, shall be imposed by the County during the elk migration season from November 1 to January 31.

South Park Loop Trail

The South Park Loop Road Trail is an important aspect of the Melody Ranch development and shall also become a significant link in the County pathways system.

The County recognizes that the preferred alignment for this trail is along the north side of South Park Loop Road; the need to accommodate the trail shall be an important consideration at the time South Park Loop Road and the Flat Creek bridge are improved.

The design plans, final routing and alignment for each of the development phases of this pathway shall be reviewed and approved by the Planning Director.

Phasing schedule for trail development

The phasing of the development of the South Park Loop Road Trail is tied to the phasing of the various residential subdivision filings, as presented in the Pathways Phasing Schedule G-7.

- (1) The pathway easement shall be dedicated to the County and the pathway shall be graded and surfaced by the developer in association with each phase of residential development that is undertaken.

- (2) Whichever plat filing in each particular phase is undertaken first shall trigger the dedication and development by the developer of the particular trail section associated with that filing.
- (3) If it is found, at the time of completion by the County of engineering designs for the improvement of South Park Loop Road Trail can be accommodated within the County road right-of-way on the north side of the road through the section from the Flat Creek bridge on the west to the east entrance of upper Melody Ranch, then this phase of the South Park Loop Road Trail shall be constructed by the developer in conjunction with the scheduled improvement by the County of South Park Loop Road and bridge.
- (4) In accommodating the trail on the north side of South Park Loop Road, the road improvement design prepared by the County shall provide for an adequate landscape strip between the road shoulder and the trail, and shall also provide as wide a landscape area as reasonably possible between the trail and the existing fence at the ranch headquarters.
- (5) However, in case the trail cannot be built past Melody Ranch Headquarters on the north side of South Park Loop Road, a trail easement should be reserved on the south side of the road in case it becomes necessary to continue the trail from Flat Creek Bridge to the State Highway on the south side of South Park Loop Road.

Alternate route

Until the location of the section of the South Park Loop Trail from the Flat Creek bridge to the east boundary of the Ranch Headquarters is resolved, the South Park Loop Road Trail may follow an alternate route via the Upper Melody Loop Trail; the Upper Melody Loop Trail shall provide a trail connection via a pedestrian bridge between east Upper Melody and west Upper Melody.

The Upper Melody loop trail

This trail, designated a public trail, shall provide a direct pedestrian/bicycle connection between east Upper Melody and west Upper Melody via a pedestrian bridge across Flat Creek, and it shall also serve as an alternative route through the Melody Ranch development for the South Park Loop trail users.

This trail, including the Flat Creek trail bridge, shall be dedicated as a public trail easement to the County, as well as graded and surfaced by the Developer to the county standards at no cost to the county, in accordance with the Pathways Phasing Schedule G-7.

Flat Creek Pathway

The County Pathway Plan proposes this pathway to run generally north and south along the west side of Flat Creek to link High School Road with South Park Loop Road; the Upper Melody section of this trail is shown on the Melody Ranch Master Landscape Plan as following the recreational open space corridor within Upper Melody.

This trail shall be dedicated to the County as a public trail easement, and shall be graded and surfaced by the Developer to County standards at no cost to the County in accordance with the Pathways Phasing Schedule G-7.

Residential Unit Recreational Trails

Trails will be constructed by Melody Ranch through the recreational and agricultural open space areas to link the residential areas of the ranch to the regional trail system. The construction will occur incrementally as development of adjacent areas progresses. The trails will utilize a curvilinear alignment to provide visual and physical interest. The separation of the trails from the road way will increase safety.

The form of the easement and the use restrictions will be as set out above. The master landscape plan sets out which of the trails will be public. The private trails will be owned and maintained by the property owners association or the service district.

Private Trails

The developer shall also construct trails through the recreational and agricultural open space areas to link the residential areas of the ranch to the regional trail system; these internal trails, to be constructed as development of adjacent areas takes place, are not intended to be part of the public trail system; the private trails will be owned and maintained by the property owners association or the proposed service and maintenance district.

Infrastructure and Development Phasing

The phasing of infrastructure improvements shall be carried out and coordinated with the subdivision and platting of lots for sale (and/or construction of multi-family units).

The infrastructure phasing schedule is presented in the attached Infrastructure/Obligations Phasing Plan - Exhibit G-5 which represents an updated schedule from the previously submitted Final Development Plan Text Exhibits E, F, and G; County planning staff shall continue to review this schedule to verify that all

infrastructure improvements and obligations are listed; this infrastructure phasing plan shall be considered a working document subject to change and continuing review.

Temporary Sales and Construction Office

An initial temporary sales and construction office may be erected and maintained in the recreational open space between filings A-2 and B-1 until completion of all private roads and open space areas in Residential Unit No. 1.

Upon completion of all private roads and agricultural open space this office shall either be removed and relocated or converted into a community building, pending approval of a development plan.

Upon the initiation of Filing F-1, a temporary sales and construction office may be erected and maintained in the Ranch Unit 2 open space adjacent to the entrance road. Upon completion of all roads and open space areas in Residential Unit Three, the office shall be removed or relocated to the polo field area, pending approval of a development plan.

DEVELOPMENT STANDARDS

SECTION 5

GENERAL DESIGN

General Standards

The following standards and restrictions are applicable to the construction, remodeling, alteration, and exterior refinishing of any and all improvements and site preparation upon each lot classified as residential or attached dwellings. The standards and provisions of the site design, building design, general restrictions and use restrictions will be enforced by the Homeowners' Association as a part of the CC&R's.

Design Character

All buildings shall be of a western ranch or mountain design in order to achieve design compatibility with existing ranches characteristic of the area and to provide materials which are compatible with a high alpine environment. Low, rambling and informal structures are encouraged in order to relate to the terrain and physical features of the Melody Ranch. Illustrative design examples are shown on Exhibits Q1 and Q2.

All improvements shall be of new construction. Prebuilt, component, or modular construction shall be permitted only when it cannot be distinguished from conventional construction and only upon specific approval of the design committee, which approval of pre-built or modular construction may be withheld completely.

Exterior materials shall be of rough or re-sawn natural wood, peeled log, stone, exposed aggregate concrete, or other similar rough textured natural materials. Where exteriors of natural wood are utilized, the term shall be construed to exclude pressed wood, pressed board or other muted colors, and shall apply to all siding, fascia, porches, decks and all other exterior areas, except soffits, doors, garages doors and widows. No fiberglass garage doors shall be permitted. Metal doors must be painted in oxidized earth tones and must be painted and maintained according to the manufacturer's specifications. Roof materials shall be cedar shake or shingle, heavy weight asphalt shingle, ribbed metal with a flat non-reflective colored finish. The term "heavy-weight asphalt shingle" shall be construed to mean nothing less than 325 pounds per square.

Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finished shall not be permitted. All exposed metals shall have a satin or dull colored finish, or shall be satin or flat color anodized or painted.

Exterior colors for wall and roof surfaces shall be subdued and in the earth tone range. Traditional ranch colors of deep barn red, forest green and ochre may be used. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the design committee for approval.

DEVELOPMENT STANDARDS

SECTION 6 **BUILDING DESIGN**

Not more than one single family residence shall be constructed on any residential site and not more than the prescribed number of dwelling units shall be constructed on any multi-family site. A detached guest suite, without cooking facilities, or other accessory building may be permitted if it is linked with a fence, trellis, or other architectural feature to the primary residence and is of similar design character.

The minimum floor area of any single family residence shall be not less than 900 square feet, exclusive of a garage, carport or unenclosed porches or decks. A minimum of 600 square feet of floor area shall be constructed at grade level, and no dwelling unit on a multi-family site shall have a floor area less than 600 square feet.

The maximum building height of any residential structures shall not exceed twenty-eight (28) feet, and two-story houses shall not be permitted, except with specific approval of the Design Committee. If a bi-level, tri-level or two-story house is permitted, the same shall be designed so that not more than thirty percent (30%) shall exceed a wall height of ten (10) feet, measured from finished grade to facia. The maximum height of detached garages, carports or accessory buildings shall not exceed fifteen (15) feet. Except as is otherwise provided herein, all heights shall be measured at any cross section of the structure from finished grade to the highest point of the structure immediately above. For the purposes of this Section the elevation of finished grade shall not be more than two (2) feet above existing grade. Minor projections such as chimneys or other structures not enclosing habitable space shall not be subject to the maximum height restrictions, but solar collectors shall be subject to maximum height restrictions.

Roofs shall have a maximum pitch of six (6) feet in twelve (12) feet, and all primary roofs shall have a minimum overhang of two (2) feet, except where variances for solar panels or collectors are granted by the Design Committee.

Exposed foundations of concrete or other masonry construction shall not have an exposed surface which exceeds a height of 8" above finished grade. Such surfaces shall be painted or stained a dark recessive color.

Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectional glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport, or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the Design Committee.

Garages. The impact of garages and garage doors is to be minimized by siting, overhangs, covering doors with siding and other materials, colors etc. The front yard wall of garages with side entry may be located within fifteen (15) feet of the front property line, as long as the front yard line of the residence is set back thirty-five feet.

Fireplaces. All housing units shall be subject to such county wide fire place/solid fuel burning device regulations that are in effect at the time of issuance of Building Permits for the subject units.

DEVELOPMENT STANDARDS

SECTION 7 **SITE DESIGN**

Site development standards

The building set backs, site coverage, impervious surface coverage and building heights shall conform to the attached Schedules U-1 and U-2; however, total habitable gross floor area above ground shall not exceed 8,000 square feet for principal residential structures and 1,000 square feet for guest houses (basements as defined in the Land Development Regulations are excluded from this calculation); non-habitable accessory structures are not included in the 8,000 square foot habitable gross floor area limitation.

The minimum setback on any lot to any side or back property line shall be not less than ten feet, and to any front property line shall not be less than twenty feet. Setbacks from common area property lines may be waived, and other setbacks may be increased at the discretion of the Design Committee in order to enhance variety in the development, create an interesting street scape and preserve views from neighboring lots.

Finish grading, including landscaping and driveways, on all sites shall assure drainage of surface water from buildings and avoid concentrating runoff onto adjacent properties. A minimum fall of six (6) inches in ten (10) feet shall be provided at the perimeter of all buildings which have pervious surfaces and one (1) inch in ten (10) feet for impervious surfaces. The entire site, including landscaping and driveways, shall have positive drainage to common open space or right-of-way and shall utilize swales as required. Retention ponds may be utilized as a part of the drainage system. Such improvements will be maintained in perpetuity. Drainage and elevation plans for each lot shall be submitted to the Design Committee for approval along with other required specifications at the time of application for a Building Permit.

Site Coverage The maximum allowable building coverage for all single family lots shall be 33% including the residence, garage and accessory buildings.

Site Development Standards The building set backs, site coverage, impervious surface coverage and building heights shall conform to the attached Schedules U-1 and U-2; however, total habitable gross floor area above ground shall not exceed 8,000 square feet for principal residential structures and 1,000 square feet for guest houses (basements as defined in the Land Development Regulations are excluded from this calculation); non-habitable accessory structures are not included in the 8,000 square foot habitable gross floor area limitation

School Bus Facilities. School bus turn outs and shelters for children will be constructed at locations mutually agreed to by the School District and the Ranch.

Automobile storage shall be provided for a minimum of two outdoor and two indoor parking spaces, in a garage for each dwelling unit. Parking spaces, whether interior or exterior, shall have minimum dimensions not less than ten feet wide by twenty feet long and shall be readily accessible by a driveway. All parking spaces and driveways shall have a paved surface of either asphalt or concrete. Garages shall not be converted to other use.

Recreational equipment/maintenance area

A 4.78 acre RV storage area is proposed in the northeast corner of Development Area Two (just north of the affordable housing area).

If this location is approved the Developer shall incorporate a 12 foot high articulated pole fence with entry gates, and shall maintain a 20 foot wide landscape easement, which shall be planted, around the perimeter of this site, as well as provide interior landscaped islands to visually screen and break up the mass of the recreational equipment/maintenance area.

The Developer shall continue to review alternative locations on-site or off-site to accommodate this important facility.

Until the review of such alternatives is completed to the satisfaction of the Planning Director, a vote of approval of the Melody Ranch Final Development Plan shall not constitute an approval of the proposed recreational equipment/maintenance area as to its presently proposed location.

Fencing shall comply with the Fence Design Standards adopted by the Design Committee. No fences shall be constructed forward of the front setback line of any lot. Fences shall be classified into the following general categories:

Privacy fence is a fence which is architecturally integrated with a building and is located within the building setback lines and behind the front and/or rear line of the dwelling. Privacy fences may be of solid construction and may be eight feet in height.

Control fence is a fence which is located on an interior side or rear property line and is intended primarily to limit the access of residents or animals. Control fences shall be of visually open construction, shall not exceed four feet in height and shall not extend beyond the front yard line of the dwelling.

Open space fence is a fence which is located on any property line which abuts a common open space or right-of-way. Open space fences shall be of a uniform design adopted by the architectural committee and shall not exceed four feet in height. Such fences shall be visually open in character.

Boundary Fence along north and east boundary

A five-foot high wire mesh and log post with log top rail fence shall be built in increments by the developer along the north and east boundaries of Upper Melody Ranch.

Domestic Water System phasing

The developer is proposing a phased domestic water supply, storage and distribution system; there shall be 4 or 5 phases of development of the domestic water supply system involving three 100 gpm wells in Upper Melody and one 300 gpm well in Lower Melody; there shall be above ground storage tanks on the utility lot (Lot 28) that adjoins the west boundary of the exaction parcel at the intersection of South Park Loop Road and Highway 89; these storage tanks shall have booster pumps for fire protection to provide 1,000 gpm for 2 hours for fire flow.

The water storage tanks are to be surrounded, except for the access road, by berms 3 feet higher than the top of the tanks; the berms shall be landscaped with trees that are 12 feet tall upon installation.

Free-standing exterior lighting fixtures or standards may be placed on the front of each lot, and the style and location of each shall be approved by the Design Committee in order to standardize such lighting fixtures. Light standards shall not exceed 75 watts, and will be designed to operate automatically from dusk to dawn, either by means of a light sensor or an automatic timer. All other exterior lighting shall be reviewed and approved by the ARC to ensure that light will not disturb adjoining residents.

Underground utilities

Water and sewer plans and facilities are subject to State DEQ approval; the sewer tie-in to the Town sewer system is subject to Town of Jackson approval; all utilities shall be underground, except for the temporary fire-fighting water supply system and temporary construction power; water and sewer systems shall be maintained by the Service and Maintenance District.

Easements shall be provided incrementally for the installation of underground electric, telephone, cable TV, security, gas sewer and water systems; the sewer and water systems shall be built in accordance with the DEQ approved plans.

The developer shall provide, through the covenants, a five foot wide utility easement along the front of all private residential lots to insure adequate room for underground utilities.

Attached Residential dwelling unit projects shall have common open space set aside within the project for passive and active recreation. The area of the common area including front yard and side yard landscaping shall be 35% of the gross site area. To the extent possible all dwelling units shall face on the common open space.

Ranch Operations Area

The six ranch operations lots are designated Ranch Unit 1 through Ranch Unit 6 with Ranch Unit 1 being the existing Ranch headquarters located in Upper Melody; the other 5 ranch unit lots are located in Lower Melody.

Each ranch unit is composed of a Ranch Residence lot and a Ranch Operations lot; except for Ranch Unit 1, the other 5 ranch residence lots shall be permitted 1 ranch residence unit per lot; Ranch unit 1, the existing ranch headquarters, shall be permitted 3 ranch residence units.

No ranch residence units shall be permitted on the 6 ranch operations lots.

Ranch operations areas adjacent to the wildlife migration corridor shall not be fenced off from the adjacent pastures with continuous fences; however, individual corrals, training areas, barns and sheds shall be allowed.

Impervious Surfaces Lots under one acre may have up to 50% of the lot area constructed with impervious surfaces.

Lots one acre and larger may have up to 35% of the lot area constructed with impervious surfaces. Subject to review and approval by the Planning Staff (with appeal to the Planning Commission) up to 50% of the surface may be covered with impervious surfaces.

DEVELOPMENT STANDARDS

SECTION 8 **GENERAL RESTRICTIONS**

The following general restrictions shall apply to all land, regardless of classification:

No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, lot or tract, and no excavation or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by declarant to an owner shall be erected, placed, done, or permitted to remain on any structure, lot or tract until the plans, specifications and exterior material samples and color selections therefor have been approved in writing and a building permit has been issued by the Architectural Committee. Plans for buildings for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim, and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes.

Site plans shall include proposed driveways, landscaping, irrigation, finish grading and drainage patterns for the site.

The sum of Fifty Dollars (\$50.00) for each residential lot, and One Hundred Fifty Dollars (\$150.00) for each multiple dwelling lot shall be submitted, along with the proposed building, site, or alteration plans to the Design Committee to cover the expense of reviewing said plans. Said amount may be increased from time to time by the Design Committee rules.

Two copies of any proposed plans and related data shall be furnished to the Design Committee, one of which may be retained by the Design Committee for its records. Any approval given by the design committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

No incomplete or partial applications for Building Permits, for any purposes, will be acted upon by the Design Committee. Applications will be acted upon by the Design Committee, after they are complete in all respects, within thirty (30) days.

A driveway base for site access must be completed prior to initiation of any other construction activities on any lot. Said base must be inspected and approved by representative of the Design Committee prior to initiation of any other construction. After completion of the driveway base, all vehicles shall use the driveway base as the sole means of access to the lot from adjoining streets. A special assessment will be levied against the lot and its owner for the purpose of repairing any damage caused to adjoining asphalt street as the result of the failure to observe this requirement.

No fill, dirt, construction material or other items may be placed on any site until a Building Permit has been issued by the Design Committee.

All exterior improvements covered by the specifications contained in the application for which a Building Permit is issued must be completed within on (1) year of issuance of the Building Permit.

An Occupancy Certificate must be obtained from the Design Committee before any improvement may be occupied. No improvements shall be occupied until all exterior improvements, including fireplaces, are completed and the yard light is installed. The Occupancy Certificate will contain a certification by the owner that the improvements complies with all covenants, conditions and restrictions, except those for which variances have been granted, and that the exterior of the improvement has been completed according to the approved specifications.

No water or sewer hookups will be effected until an Occupancy Certificate has been issued. All such hookups must be inspected and approved by a designated Association inspector. Additional inspection may be required by the Town of Jackson or by Teton County, and, if such approval is required, no water or sewer hookups shall be effected until such inspection and approval is completed.

A speed limit of 25 miles per hour is hereby imposed on all roads within the Melody Ranch. Failure to observe the posted speed limits may result in revocation of the right to use of and access to all common areas, including roads, within the Ranch. This subparagraph is subject to any speed limits or enforcement authority which is later adopted by any duly empowered state, county or municipal authority.

DEVELOPMENT STANDARDS

SECTION 9

RESIDENTIAL AND ATTACHED DWELLING AREA: USES AND RESTRICTIONS

Each residential lot shall be used exclusively for residential purposes, and no more than one (1) family, including its servants and transient guests, shall occupy such residence. Each multiple dwelling lot shall be used exclusively for residential, recreational and related purposes, and no more than one (1) family, including its servants and transient guests, shall occupy each unit located within such multiple dwelling units. No commercial, retail or other business activities shall be conducted on or from any residential lot or multiple dwelling lot; provided, however, that nothing in this paragraph shall be deemed to prevent:

- Any artist, artisan or craftsman from pursuing his artistic calling upon the lot or dwelling unit owned by such artisan, if such artist, artisan or craftsman also uses such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product or work of art for sale to the public upon such lot or dwelling unit;
- The leasing of any lot from time to time by the owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association.

Each residential and multiple dwelling lot, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair and in such manner as not to create a fire hazard, all at each owner's sole cost and expense.

Maintenance by the owner shall include, but not be limited to, periodic staining of any exterior wood siding, and the landscaping and maintenance of yards, including weed control. Landscaping, including finish grading and seeding of a lawn, must be completed by the first June 1 occurring more than thirty (30) days after the Occupancy Certificate has been issued for that lot. If any owner fails to perform maintenance responsibilities, after written request by the Association to do so, the Association may perform maintenance work at the owner's expense.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots, or in their enjoyment of common areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that owners, by virtue of their interest and participation in the Melody Ranch are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Melody Ranch. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of the lots and improvements located thereon, shall be placed or used upon any lot.

No domestic animals or fowl shall be maintained on any lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of the paragraphs above, and subject to such limitations as may from time to time be set forth in the bylaws of the association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Horses shall not be permitted to be kept or maintained on any lot other than those so designated at the time of plat recordation, if suitable facilities are built thereon, and in the common area subject to the rules and regulations on the homeowners association and on the future developable property under such rules and regulations as may be established by the declarant. The homeowners association and declarant may prohibit all livestock grazing within the common area and future developable property if they so desire.

Pets which are permitted by the terms of this paragraph to be kept on any lot must be leashed or restrained within the lot and any that are not will be impounded by Teton County or by Association employees at the owner's expense.

No signs whatsoever, including, but not limited to, commercial, political and other similar signs, visible from neighboring property, shall be erected or maintained upon any lot except those signs which have received the specific approval of the Design Committee.

No house trailer, mobile home, tent, tepee or similar facility or structure shall be kept, placed or maintained upon any lot at any time; provided, however, that the provision of this paragraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved by the Architectural Committee.

No trailer of any kind, truck camper, snowmachine, boat or any other recreational or commercial vehicle shall be kept, placed or maintained upon any lot in such a manner that it is visible from neighboring property, unless the same is approved as a temporary construction facility as provided above.

No accessory structures, buildings, fences, garages or sheds shall be constructed, placed or maintained upon any lot prior to the construction of the main structure of the residence provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main structure.

All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the homeowners association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. Each multiple family dwelling unit and residential unit, to the extent practicable, shall be designed to include trash compactors which shall be kept in good condition and use at all times. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector.

All garbage and trash must be compacted and taken to designated collection points for removal. Construction refuse is not permitted at collection sites and must be removed from all lots and disposed of by the owner thereof. Accumulation of garbage and building materials constitutes a nuisance and may be removed by the Association at the owner's expense.

Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring property.

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and such fires as may from time to time be permitted by the association rules.

No firewood or other fuel supply may be placed or maintained upon any lot in such manner that it is visible from neighboring property.

All vehicles shall be parked in designated parking spaces on the lot or on the spaces provided therefor on multiple dwelling lots. No vehicle may be parked on any street within the Melody Ranch or on any yard or common area on individual or multiple dwelling unit lots. No stripped down or junked motor vehicle or any sizable part thereof or any other apparatus for machinery shall be permitted to be parked or located on any lot, street or portion of the common area in the Melody Ranch.

DEVELOPMENT STANDARDS

SECTION 10 **IMPLEMENTATION**

The Melody Ranch Planned Unit Development is being approved in accordance with the standards, provisions, and implementation procedures contained in the former 1978 Land Use and Development Regulations under Chapter V. Planned Unit Development.

The Plan is being processed for approval substantially in accordance with the procedures set out in the County Land Development Regulations that went into effect in May 1994.

The term "Final Development Plan" shall be considered the same as the term "Final Master Plan", and the term "Final Plat" shall be considered the same as "Final Subdivision" both as used in the 1978 regulations.

Upon approval of the Final Development Plan by the Planning Commission, and County Commissioners, the following implementing provisions shall apply to the plan:

1. **Development Permits** No further Development Permits shall be required for those areas of the Final Development Plan where single family residential lots and street layouts are set out, provided they are developed in accordance with the provisions and standards of the Final Development Plan.
2. **Site Development Plans** – Site development plans shall be submitted for the following development areas or modifications:
 - a. All attached market and affordable dwelling units - Filing E-1, D-1, D-2 and D-3
 - b. Recreational Equipment/Maintenance Area
 - c. All non-residential development areas, i.e., community buildings/clubhouses, sales offices and arenas, but excluding other agricultural structures
 - d. Modifications to approved lot sizes, private road layout, and recreational open space configurations within an approved development area
 - e. Modifications to approved plats to change the use or density of development of a lot or lots
3. The processing and content of these applications shall be in accordance with the County Planning Department procedures in effect at the time of submittal.

4. The plans shall include utility, grading, drainage, site improvement drawings and such other supporting data as may be required by the Planning Director.

Phasing

The Development of the Ranch shall proceed in phases (increments) in general conformance to the approved phasing plans. The phasing plans may be modified from time to time with the approval by the Planning Director through the filing by the Developer of an amended phasing plan with the Planning Director.

The phasing consists of the following:

- *Master Phasing Schedule E-1
- *Phasing Plans G-1 (2 color-coded map sheets)
- *Cost Schedule G-2
- *Agricultural Open Space Easement Area Allocation by Filing and Phase-Exhibit G-3
- *Affordable/Market Housing Initial Allocation Table Exhibit G-4
- *Infrastructure/Obligations Phasing Plan-Exhibit G-5
- *Road and Utility Phasing Schedule G-6
- *Pathways Phasing Schedule G-7

Commencement of Construction

Construction of Filing A2 shall commence within one year of approval of the Final Development Plan.

If substantial construction does not commence within one year of Final Development Plan approval, the County Commissioners shall review the project and determine the conditions to be attached to the extension of the construction schedule.

Subsequently the County Commissioners shall review the project every eighteen months until substantial construction has commenced to determine if further conditions are warranted or to determine if the Final Development Plans approval has expired.

Vesting

Upon commencement of the first phase of construction and the posting of the required security, the Final Development Plan Drawings and Text shall be vested.

Conditions for issuance of building permits

Building permits shall not be issued until required infrastructure is in place, unless the developer meets the following conditions before issuance of building permits in each phase of development:

1. In no instance shall the construction of single family or attached dwelling units commence until security in the form of a letter of credit or a bond for the construction of all required roads, pathways and utilities has been posted.
2. Building permits shall be issued prior to completion of the infrastructure subject to the following conditions:
 - a. A temporary fire service shall be installed as set out in the Final Development Plan Appendix A - Exhibit H and L, as approved by the Fire Marshal.
 - b. An all weather access road shall be constructed.
 - c. Temporary overhead construction power and temporary sanitary facilities shall be provided on each construction site.
 - d. No occupancy nor storage of personal possessions shall be permitted until the issuance of an occupancy permit.
 - e. No domestic water service or electrical service shall be connected to a residence until issuance of an occupancy permit by the County Building Inspector.
 - f. An occupancy permit shall be issued by the County Building Department subject to the satisfactory completion of the residence in accordance with all applicable codes and regulations and the preliminary approval of private roads and utilities by the County.

Rights Granted and Obligations Undertaken Pursuant to Approval

The Final Development Plan establishes the allowed land uses, open space areas, density of development, layout of roads and pathways, certain development standards, phasing schedules, and the scheme of development for the single-family dwelling units.

Applications for individual site development plans shall be submitted by the Developer for review and approval by the County in accordance with the procedures and submittal requirements in effect at the time of application. The site development plans shall conform to the development standards set out in the Final Development Plan.

The Master Plats shall establish the boundary between the development areas and agricultural open space; fix the maximum number of dwelling units in each residential unit; establish the agricultural open space and the landscape, utility and trail easements and dedicate the Exaction Parcels, South Park Road Right of Way, the Highway 89 trail, and the wildlife migration corridor easement. The Master Plat for

the Melody Ranch Upper Ranch shall be recorded with the initial plat for the development. The Master Plat for the Melody Ranch Lower Ranch shall be recorded no later than January 15, 1996.

At such time as the Master Plats for Upper and Lower Melody have been recorded and the plats for Filings A-1, A-2, and D-1 have been recorded and the necessary security has been received by the County to assure completion of the requisite infrastructure, and that the exactation, dedication, open space and other concomitant requirements have been met in accordance with the approved Final Development Plan, the Master Plats, and is not otherwise in violation of those applicable Land Development Regulations of Teton County, the Developer may continue the development of the project without being affected by subsequent changes to the Teton County Zoning Map or Land Development Regulations that would alter the provisions of the Final Development Plan set out in paragraph Y.7.a.

Changes in Land Development Regulations which do not materially conflict with or substantially alter or affect provisions of the Final Development Plan and the developer's ability to implement the Final Development Plan as approved shall be applicable to the site development plans requiring County approval.

In the event the developer requests an Amendment to the Final Development Plan which changes the development boundaries, or increases the number of dwelling units allowed in a development area, the County may subject the amended development area to the land use regulations in existence at the time of the submittal, or adopt new conditions of approval.

In the even the developer fails to meet the obligations set out in the Final Development Plan, as approved and conditioned, or substantially ceases further material development for three consecutive years, the County Commissioners may subject the plan to the Land Development Regulations in existence after the time of failure, or adopt new conditions for extension of the approval.

Master Plat Map

Master Plat maps for the upper portion and the lower portions of the Ranch may be filed. The maps shall be in substantial conformance with the development area map Exhibit C (sheet 7 of 11). The Master Plat will establish the limit of the development area and designate the maximum number of dwelling units to be contained in each development area (residential unit).

Amendments to Final Development Plan

An amendment to the Final Development Plan shall be required for any modification to the Development boundary or maximum number of dwelling units in each residential unit (1, 2 and 3) as set out on the recorded Master Plats.

The processing and required submittals for an amendment is to be in accordance with the Planning Department procedures in effect at the time of filing.

Final Plat

A Final Plat shall be recorded prior to the development of each filing in a phase of development. The Plat shall conform to the Final Development Plan, the provisions of the subdivision regulations and any conditions of approval. Compliance with the conditions and obligations of prior filings shall be verified before approval of a new filing.

Transfer of ownership of unimproved lots, other than individual single family residential lots, shall be approved by the Staff to insure that the responsibility and security for the required improvements and other conditions of approval have been adequately addressed in the transfer of ownership. Upon satisfaction of this condition vesting to such units shall transfer concurrently.

Final Development Plan Drawings and Text

A final draft of the final Development Plan text and drawings, as modified to incorporate the "Obligations and Conditions" as set out herein, will be prepared by the Developer and submitted for approval by the Planning Director as the official record Final Development Plan.

The Official record copy (so stamped) of the Final Development Plan text and drawings shall be filed with the Planning Department and recorded with the Teton County Clerk. The developer shall also maintain an official record copy, and one additional copy shall be filed with each Home Owner's Association formed on the Ranch.

**SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE TOWNHOMES AT MELODY RANCH**

This Second Amendment to the Declaration of Protective Covenants for The Townhomes at Melody Ranch ("Second Amendment") regulating and controlling the use and development of certain real property known and described as The Townhomes at Melody Ranch, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 3, 1997 as Plat No. 909, Doc. # 0443080 Book 2 Maps Page 23, is made by the Townhomes at Melody Ranch Homeowners Association ("the Association"), a Wyoming non-profit corporation, of 727 Wind River Lane, Jackson, Wyoming, hereinafter referred to as "Declarant" and is made to be effective as of the date of approval by sixty-seven percent (67%) of the votes in the Association and upon the recording of certified copies of Affidavits of Acknowledgment, Approval and Acceptance of Covenant Amendments with the Teton County Clerk, Teton County, Wyoming. This Amendment to the Declaration of Protective Covenants for The Townhomes at Melody Ranch (the "Declaration") shall amend that Declaration dated June 27, 1997 and recorded July 3, 1997 as Doc. # 0443086 in Book 336 of Photo, page 1055 to 1116, in the Office of the Teton County Clerk, Teton County, Wyoming and that Amendment to Declaration ("First Amendment") dated July 18, 1997 and recorded July 23, 1997 as Doc. # 044559 in Book 337 of Photo, page 769 to 771, in the Office of the Teton County Clerk, Teton County, Wyoming. The Declarant is adopting the following Amendment to the Declaration, and previous amendments thereto, pursuant to and in accordance with Article 12, Section 12.2 of the Declaration, which allows the Declaration to be amended by the Owners of sixty-seven percent (67%) of the votes in the Association, of which there currently are twenty-four (24) votes. This Amendment does not seek to create a variance which is less restrictive than those contained in Sections 6.1, 6.5, 6.9, 6.11, 7.7, Article 8 or Section 12.2 of the Declaration of Protective Covenants. The purpose of this Second Amendment is to rescind that First Amendment dated July 18, 1997 in its entirety and reinstate the language of Article 11, Section 11.1 found in the original Declaration dated June 27, 1997 to require the Association and property owners of The Townhomes at Melody Ranch to carry a blanket insurance policy.

NOW, THEREFORE, Declarant hereby declares that all of the Property comprising the Subdivision shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the Declaration of Protective Covenants, Conditions and Restrictions described above and as further amended by this Second Amendment to such Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property comprising the Subdivision and be binding on all parties having any right, title or interest in the described Property comprising The Townhomes at Melody Ranch, or any part thereof,

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

their heirs, successors and assigns, and shall inure to the benefit of each owner of any part thereof, with the foregoing described amendments being more particularly set forth as follows:

1. **INSURANCE MORTGAGES AND RECONSTRUCTION, Article**
11.1 Insurance is amended to read as follows:

The Association shall obtain and maintain at all times insurance of the type and kind stated in this Declaration, and including, at the discretion of the Management Committee, risk of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other projects similar in use, issued by responsible insurance companies authorized to do business in Wyoming. The fire and extended coverage insurance, including vandalism and malicious mischief, to be maintained as to the units shall also cover all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors, and ceilings, doors, windows and to the elements or materials comprising a part of the units. The insurances shall be carried in blanket policy form naming the Management Committee the insured, as attorney-in-fact for all the unit owners, at their common expense, which policy or policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and a non cancellation clause (whether or not requested by the owners of units) providing that such policy or policies may not be canceled except upon thirty (30) days prior written notice thereof to the Management Committee, each first mortgagee, and every other person in interest who shall have requested such notice of the insurer. The Management Committee, or the Manager, shall also obtain and maintain public liability insurance insuring each member of the Management Committee, the Manager, if any, the Association, and the owners against any liability to the owners or any other person incident to the ownership of or use of the project of any part thereof. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for property damage for each occurrence. This is just the minimum amount, and it is expressly contemplated that Management Committee may, in its discretion, obtain insurance with higher limits and insurance against risks (such as earthquake damage) which are not specifically referred to herein. The Management Committee may also obtain insurance with relatively high deductible. Owners are encouraged to carry their own insurance (and to require renters insurance for rental units) to cover their possible liability for payment of damages, such as the deductible amount, which is not insured by the Association itself. All insurance policies obtained by the Association itself should be reviewed at least annually by the Management Committee.

Each owner, upon becoming an owner, shall be deemed to have constituted and appointed, and does hereby so constitute and appoint the Management Committee as his true and lawful attorney-in-fact to act in all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the project. Each owner does further hereby agree, without limitation on the generality of the foregoing and each mortgagee, upon becoming a mortgagee or holder (as trustee or as beneficiary) of a deed of trust of a unit does hereby agree, that the Management Committee, as attorney-in-fact, shall have full power and authority, in addition to the powers given above, to purchase and maintain such insurance, and to remit premiums therefor, to collect proceeds and to use the same, and distribute the same to the Management Committee, owners and mortgagees, as their interest may appear, all pursuant to and subject to applicable statutes and the provisions of this Declaration, and to execute all documents and do all things on behalf of each owner and the Management Committee as shall be necessary or convenient to the accomplishment of the foregoing.

2. All of the rest and remainder of the Declaration of Protective Covenants for The Townhomes at Melody Ranch shall remain unchanged and in full force and effect.

3. This Amendment shall take effect immediately as of the date of approval by sixty-seven percent (67%) of the votes in the Association and upon the recording of certified copies of Affidavits of Acknowledgment, Approval and Acceptance of Covenant Amendments with the Teton County Clerk, Teton County, Wyoming.

4. These Amendments shall be effective with respect to all lots owned by Declarant and all lots previously conveyed, the owners of which have joined in and adopt these Amendments by execution of a recordable instrument signifying adoption of these Amendments.

DATED this 19th day of March, 2000.

THE TOWNHOMES AT MELODY RANCH
HOMEOWNERS ASSOCIATION, a
Wyoming Non-Profit Corporation

BY: Kevin - Tippets
Kevin Tippets, its President

ATTEST:

BY: 
Julie Klomparens, Secretary

STATE OF WYOMING)
COUNTY OF TETON)
ss.

The foregoing instrument was acknowledged before me by KEVIN TIPPETS and JULIE KLOMPARENS, before me and to me known to be the persons that executed the foregoing as President and Secretary, respectively, of The Townhomes at Melody Ranch Homeowners Association, and severally acknowledged that they executed the foregoing as such officers in the name of and on behalf of said corporation this 14th day of March, 2000.

Witness my hand and official seal.



Reil E. Bartlow
Notary Public

My Commission Expires:

4/23/2003



PO Box 10970 – 3955 Antelope Lane – Jackson, WY 83002

April 18, 2019

Melody Ranch Townhouses HOA
c/o

ATTN: Brian Modena

RE: Melody Ranch Townhomes - Remediation Budget

Dear Mr. Modena:

Mill Iron Timberworks (MIT) has prepared an preliminary Remediation Budget for the Melody Ranch Townhomes roof replacement. You are receiving an Item List Budget which reflects the preliminary costs for each of the 24 units. Understanding some of the units are larger than others and will ultimately cost slightly more when the final pricing is complete.

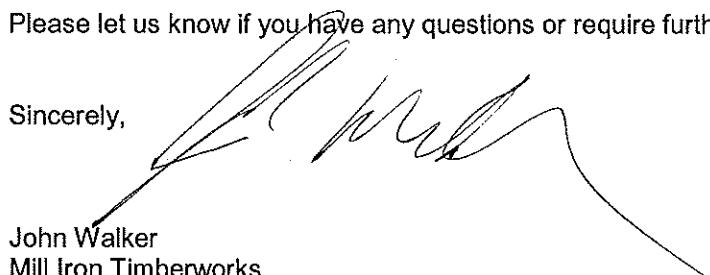
The proposal from Buchko Engineering is reflected in the budget and will need to be completed prior to final numbers being provided and is attached. All engineering should be completed in at least 12 weeks prior to beginning construction to allow for Building Department review.

MIT figures a construction schedule of approximately eight (8) weeks with about a eight (8) week lead time for manufacturing of the panels and coordination of all materials.

Ultimately the costs for General Conditions could be reduced with the more buildings that are under construction at the same time. All six (6) at once would be the most efficient but we understand the logistics of this may be overwhelming.

Please let us know if you have any questions or require further assistance.

Sincerely,


John Walker
Mill Iron Timberworks
307 413-5529

specializing in log, timber frame and contemporary structures

Project Budget Per Unit				
		Bid #1 COX	Bid #2 Mill Iron	Average
Construction	\$123,662.00	\$119,960.00	\$121,811.00	
Legal Fees	\$1,000.00	\$1,000.00	\$1,000.00	
Temporary Housing 3 Months	\$9,000.00	\$9,000.00	\$9,000.00	
Moving & Storage fees 3 Months	\$2,400.00	\$2,400.00	\$2,400.00	
Landscaping	\$2,500.00	\$2,500.00	\$2,500.00	
Fencing & Decking	\$2,300.00	\$2,300.00	\$2,300.00	
Panel evaluation engineering	\$800.00	\$800.00	\$800.00	
Homeowner contingency	\$5,000.00	\$5,000.00	\$5,000.00	
Total	\$146,662.00	\$142,960.00	\$144,811.00	
YOY labor & material cost increase 10% for 2020	\$161,328.20	\$157,256.00	\$159,292.10	



MELODY RANCH TOWNHOMES
Remediation Budget

CC	Item	Materials	Labor	Sub	Lab & Mat	Sub-Total	Total	Notes
1200	PLAN-PERMIT					\$ -	\$ 850.00	
1240	Plan-Permit: Building Permit			\$ 500.00		\$ 500.00		Assumes a remodel Permit Each address will have to have it's own permit
1260	Plan-Permit: Electrical Permit					\$ -		No new Electrical included
1270	Plan-Permit: Estimating			\$ 350.00		\$ 350.00		
1300	JOB-SITE						\$ 16,700.00	
1310	Job-Site: Demolition	\$ 600.00		\$ 8,400.00		\$ 9,000.00		Remove existing roofing material, roof panels, ceiling drywall, Entry roof structures, Clear
								Story windows and framing. Cut drywall at ceiling/wall line, remove all SIPS fasteners at
								bearing locations. Prep top plates and bearing points to receive new SIPS panels
1310	Job-Site: Dumpster			\$ 700.00		\$ 700.00		1 dumpster per unit for miscellaneous construction debris
1315	Job-Site: Haul Off			\$ 1,500.00		\$ 1,500.00		Special fees are required for removal of old SIPS Panels. Approx. 1800 sf at 9lbs per sf
						\$ -		Sections must be cut into 3' x 3'; sections for disposal and care must be taken to vacuum
								Styrofoam as it's being cut
1320	Job-Site: Clean-up	\$ 250.00	\$ 2,000.00			\$ 2,250.00		Figured 1 man-hour per day for 40 days
1325	Final Clean			\$ 650.00		\$ 650.00		
1330	Job-Site: Office Trailer					\$ -		Would like to use one of the 2 car Garages
1340	Job-Site: Toilet			\$ 250.00		\$ 250.00		Figured at 2 months for Building
1350	Job-Site: Power					\$ -		Use power on site
1385	Job-Site: Protection	\$ 750.00	\$ 1,600.00			\$ 2,350.00		160 man hours (Block off adjacent property, interior protection and tenting of new
								construction
4000	LANDSCAPING					\$ -		
4005	Landscaping: Allowance					\$ -		No landscape work figured in this budget
7000	FRAMING					\$ -	\$ 49,254.00	
7400	Framing: Roof	\$ 38,304.00	\$ 10,950.00			\$ 49,254.00		Labor and Material necessary to install all new roof system including Clear Story and Entry
								Porch roof system. Prep top plates and bearing points to receive new SIPS panels
								Includes moisture barrier, re-setting existing windows, trim and siding
9000	ROOFING					\$ -	\$ 9,900.00	
9200	Roofing: Shingles/Shakes/Metal			\$ 9,900.00		\$ 9,900.00		Install Architectural Asphalt Shingles, underlayment and associated flashings
10000	METAL STRUCTURAL					\$ -	\$ -	
10300	Metal: Steelwork					\$ -		Assumes no structural steel to be used
11000	EXTERIOR TRIM					\$ -	\$ 5,110.00	
11100	Ext. Trim: Facia	\$ 1,800.00	\$ 2,660.00			\$ 4,460.00		Approximately 190 lf of 2 step 2" x 12" and 1" x 4" RS Cedar
11200	Ext. Trim: Soffit					\$ -		Soffit to be the bottom OSB material similar to existing
11900	Exterior Trim: Other				\$ 650.00	\$ 650.00		Miscellaneous trim allowance
12000	SIDING					\$ -	\$ 1,300.00	
12200	Siding: Horizontal			\$ 1,300.00	\$ 1,300.00			Miscellaneous siding allowance. Match existing as close as possible
18000	PLUMBING					\$ -	\$ 500.00	



MELODY RANCH TOWNHOMES
Remediation Budget

CC	Item	Materials	Labor	Sub	Lab & Mat	Sub-Total	Total	Notes
18100	Plumbing: Rough-in			\$ 500.00		\$ 500.00		Allowance for termination and re-install of plumbing vents penetrating new panels
19000	ELECTRICAL					\$ -	\$ 500.00	
19100	Electrical: Temp Power					\$ -		Figured to use existing Owners power
19200	Electrical: Rough-in			\$ 500.00		\$ 500.00		Allowance for any Electrical work
20000	HVAC					\$ -	\$ 650.00	
20400	HVAC: Vents			\$ 650.00		\$ 650.00		Allowance for termination and re-install of HVAC/Vents penetrating new panels
21000	INSULATION					\$ -	\$ 550.00	
21200	Insulation: Ceiling/Roof			\$ 550.00		\$ 550.00		Allowance for spray foam at panel to wall connections
23000	DRYWALL					\$ -	\$ 4,000.00	
23100	Drywall: Hang			\$ 3,200.00		\$ 3,200.00		Hang, tape and texture to match existing as close as possible
23900	Drywall: Other			\$ 800.00		\$ 800.00		Allowance for patching drywall areas. Match existing as close as possible
29000	PAINTING					\$ -	\$ 5,100.00	
29050	Painting: Interior			\$ 2,400.00		\$ 2,400.00		Paint Ceilings, all surfaces to be sprayed, no trim. Primer and 2 coats Builder grade - flat
								interior latex
29100	Painting: Exterior			\$ 1,200.00		\$ 1,200.00		Stain new wood, touch up. Match existing as close as possible
29999	Painting: Touch up			\$ 1,500.00		\$ 1,500.00		Paint all walls affected by repairs floor to ceiling. All surfaces to be sprayed, no trim. Prime and 2 coat new patches and 1 coats through out
36000	MISC & FASTENERS	\$ 600.00				\$ 600.00	\$ 600.00	
39000	EQUIPMENT					\$ -	\$ 6,900.00	
39100	Forklift			\$ 1,525.00		\$ 1,525.00		Figured at 2 months with \$500.00 Mobilization and de-mobilization for entire building
39200	Crane Rental			\$ 3,175.00		\$ 3,175.00		Figured at 8 days with \$1,500.00 Mobilization and de-mobilization for entire building
39350	Equipment: Scaffold	\$ 600.00	\$ 1,600.00			\$ 2,200.00		For rental, erecting and removal
40000	BUILDERS RISK INSURANCE							Owner to provide, naming MIT as additionally insured
43000	SUPERVISION & LABOR					\$ -	\$ 7,140.00	
43100	Supervisor			\$ 5,460.00		\$ 5,460.00		Figured at 8 hours per for 42 days \$21,840.00 for entire building
43200	Project Manager			\$ 1,680.00		\$ 1,680.00		Figured at 2 hours per for 42 days \$6,720.00 for entire building
44000	CONTINGENCY							Might want to figure 5% to 10% for cost increase assumptions for next year
	TOTAL					\$ 109,054.00		
	CONTRACTORS FEE	10%				\$ 10,906.00		
	TOTAL					\$ 119,960.00		

BUDGET ESTIMATE

#	Description of Work	Budget Est.	%	Sq. Ft.	Notes
1	General Conditions	\$ 31,300	7.0%	\$ 6.96	PLEASE SEE ATTACHED GENERAL CONDITIONS
2	Exterior Carpentry Labor	\$ 12,000	2.7%	\$ 2.67	INSTALL FACIA, DRIP EDGE, EXTERIOR PROTECTION, ECT.
3	Materials	\$ 180,000	40.0%	\$ 40.00	SIPP PANELS, FACIA, FASTENERS, ECT.
4	Framing Labor	\$ 120,400	26.8%	\$ 26.76	SET SIPP PANELS, FRAMING, DEMO
5	Roofing	\$ 39,000	8.7%	\$ 8.67	ASPHALT SHINGLES, WATERPROOFING
6	Sheetrock - Interior	\$ 18,500	4.1%	\$ 4.11	INSTALL DRYWALL, TAPE, MUD - SKIP TROWEL FINISH
7	Painting - Interior + Exterior	\$ 12,480	2.8%	\$ 2.77	PRIME AND 2 COATS ON CEILING. STAIN FACIA.
8	Flashing	\$ 4,500	1.0%	\$ 1.00	INSTALL FLASHING
9	Project Manager	\$ 31,500	7.0%	\$ 7.00	
10	Subtotal	\$ 449,680	100%	\$ 99.93	
11	O.H. & P 10%	\$ 44,968	10%	\$ 9.99	
12	Contingency	\$ -	\$ -	Discuss 2%	
13	Total	\$ 494,648		\$ 110	

#	Items not included
1	Job Site Electrical Power - Provided by Owner
2	Landscaping, Irrigation, Boulders
3	Fire Sprinklers
4	Lower Valley Energy Fees
5	Builders Risk
6	Asphalt/Chip Seal

CODE	ITEM	QTY	UNIT	UNIT COST	TOTAL	COMMENTS
01000	Preconstruction Services				\$0	Included in Bid
01001	Blueprints (Bid and Shop Drawings)	1	LS	\$500	\$500	Allowance
01002	Survey	1	LS	\$0	\$0	
01003	Cleaning Labor	1	ea	\$0	\$0	Included in Labor
01004	Final Cleaning Service	6	LS	\$500	\$3,000	Included on Cost Sheet
01005	Window Cleaning Service	6	LS	\$100	\$600	Included on Cost Sheet
01006	Cleaning Supplies	1	LS	\$0	\$0	
01007	Job Office (Trailer)	1	LS	\$0	\$0	
01008	Mobilization / Demobilization	1	LS	\$2,000	\$2,000	
01009	Roll Off Dumpsters	8	ea	\$1,200	\$9,600	
01010	Dumpsters	18	ea	\$0	\$0	
01011	Site Security			\$0	\$0	If Requested
01012	Gradall (2 EA)	3	Mnths	\$3,600	\$10,800	
01013	Crane Charges	1	LS	\$0	\$0	
01014	Tools & Supplies	1	LS	\$0	\$0	Misc Consumables
01015	Safety Supplies	1	LS	\$0	\$0	
01016	Cell Phones	18	Mnths	\$0	\$0	
01017	Fax/Copier/Computer	18	Mnths	\$0	\$0	
01018	Mail / UPS / Postage	18	EA	\$0	\$0	As Needed
01019	Job Office Supplies	1	LS	\$0	\$0	
01020	Winter Conditions (as needed)	1	LS	\$0	\$0	Allowance- As Needed
01021	Temporary Fencing	1	LS	\$0	\$0	Basic Construction Fencing
01022	Temporary Toilets	3	Mnths	\$800	\$2,400	
01023	Temp Water for Site			\$0	\$0	
01024	Signage	1	LS	\$0	\$0	
01025	Power Consumption			\$0	\$0	By Owner
01026	Temporary Heat	1	LS	\$0	\$0	
01027	Temporary Lights			\$0	\$0	
01028	Temporary Power	1	LS	\$0	\$0	Power Panel
01029	Temporary Fire Extinguishers	4	Ea	\$0	\$0	
01030	Pumping and Dewatering			\$0	\$0	As Needed
01031	Snow Removal	1	LS	\$0	\$0	Allowance- As Needed

01032	Testing and Inspection				\$0	If Requested
01033	Permit & Expediting				\$0	If Requested
01034	Builder's Risk Insurance	6	400		\$2,400	By Owner- Cox Construction Listed as Additionally Insured.
			TOTAL COST	\$31,300		



JOINT INFORMATION MEETING

TOWN OF JACKSON & TETON COUNTY

AGENDA DOCUMENTATION

PREPARATION DATE: May 28, 2019
MEETING DATE: June 3, 2019

SUBMITTING DEPARTMENT: Long-Range Planning
DEPT DIRECTORS: Tyler Sinclair & Jo Ellen Charlton
PRESENTER: Tyler Sinclair

SUBJECT: Amendment to the Integrated Transportation Plan Fiscal Year 2020 Implementation Work Plan
(MSC2019-0010/P19-020)

PURPOSE/REQUESTED ACTION

The purpose of this item is to have the Boards consider an amendment to the Integrated Transportation Plan (ITP) Fiscal Year 2020 (FY20) Comprehensive Plan Implementation Work Plan.

BACKGROUND

Since 2012, the Comprehensive Plan, Integrated Transportation Plan (ITP), and Housing Action Plan have been adopted; and staff structures have been created specifically to implement each plan. Implementation of the ambitious policies and strategies in the three plans is a fulltime workload for the individual departments and advisory boards responsible for each plan. The FY 20 Implementation Work Plan presents the projects from all three plans together to illustrate the workload on those responsible for them all – the public, the Board of County Commissioners, and Town Council.

At the May 6, 2019, Joint Information Meeting the Boards approved the Fiscal Year 2020 Comprehensive Plan Implementation Work Plan. Included in this was the ITP Work Plan as follows:

Table 1: Tasks & Timeframes

Task	FY 19	FY 20		FY 21
	2019	2020	2020	2021
Integrated Transportation Plan Implementation				
Joint START Funding	<			
Joint Restructure of TAC into RTPO	<			
Town Managed Parking Plan				
County Capital Group 1 Charter/Concept Design				>
Joint Capital Group 4 Charter/Concept Design				
Wildlife Crossings Master Plan				>
Joint ITP Technical Update				
Joint Park 'n Ride Study and TDM Framework			?	
ITP Education and Outreach				
Other ITP Implementation				
Housing Management				
				

Staff had provided an alternative recommendation for the ITP portion of the Work Plan in the May 6, 2019 staff report. Due to the amount of time spent on the land use portion of the Work Plan at the May JIM there was little discussion of this item and direction was given by the Boards to place it on a separate agenda for consideration. Below staff has provided the staff discussion from the May 6, 2019 staff report related to this item.

STAFF ANALYSIS

On April 26, 2019, the Transportation Advisory Committee (TAC) held a special meeting to discuss the FY20 ITP workplan and the vacant Transportation Planner position. The goal of the meeting was to provide the elected officials some recommendations on how best to move forward in meeting our ITP goals and strategies as the current approach has not been successful. Currently the ITP workplans and tasks have been assigned to existing staff above and beyond their regular workload or are not be completed.

First, the committee identified the needs of the community in order to address the goals and strategies of the ITP divided into two groups: Planning and Project, as follows:

1. Regional Transportation Planning Organization (RTPO) discussion/evaluation (Planning Group)
 - Elected Officials have expressed interest in pursuing an RTPO in order to move forward with other transportation issues
 - A consultant could develop alternatives, recommendations, and develop a new structure, then a staff person could be hired to implement
2. Major Capital Project Groups in ITP (Project Group)
 - This chapter of the ITP is more focused on getting projects on the ground.
 - Current County Public Works staff have been able to move some of these projects forward. A consultant may be able to implement these projects once the planning portion is complete
3. Transportation Demand Management Plan/Program (Planning Group)
 - Like the RTPO, a consultant could develop a plan, then Town/County hire staff to implement
4. Town/County/Community - Capital Improvement Plans (Project Group)
 - Planning and budgeting for capital projects list
5. Transportation Advisory Committee administration (Planning Group)

- Current staff can likely continue to complete these responsibilities

The committee discussed that, based upon the needs identified, there are likely at least two positions (or consultants), required as the needs (Planning versus Project) require different skill sets. Planning Group items (RTPO, TDM, TAC), are suited more to a planning position while Project Group (project implementation, CIP) is more an Engineering/Public Works position. The committee agreed that the two most important areas to move forward with at this time are as follows:

- Regional Transportation Planning Organization (RTPO) discussion/evaluation (Planning Group)
- Transportation Demand Management Plan/Program (Planning Group)
- ITP Update

Second, the committee discussed whether there are other ways to structure existing staff, positions, agencies and/or resources to address the identified needs. The committee discussed the following alternatives:

1. Long Range Planning approach
 - Hire a general long-range land use planner to prepare RFPs and manage consultants to develop RTPO and TDM plans. Planner could also work on land use planning.
2. Transportation Planner approach
 - Hire a transportation specialist, basically the position we have been trying to hire. Develops RTPO and TDM plans in house (with consultant help).
3. Transportation Department/Director approach
 - Create Director position to oversee START, Pathways, RTPO and TDM development and programs (with consultant help).
 - Would require reorganization of current Town/County departments.
4. Consultant approach
 - Hire consultants to develop RTPO/TDM plans.
 - Would require hiring a contract staff person/consultant since the current in-house staffing level is insufficient to handle additional consultant RFP process and project management.

Following discussion, the committee found option #4 the preferred recommendation at this time. The committee found that it may be more strategic to use current available resources to develop a strategy for the creation of an RTPO or similar organization and TDM plan then as a second step once a path forward has been identified the Town/County would be in a better position to hire permanent staff with the required skill set to implement these plans. It was also discussed that this position should also potentially be a shared liaison-type position between Town/County/WYDOT.

In conclusion, the TAC is recommending the following for inclusion into the FY20 ITP work plan in order of priority:

- Discontinue efforts to hire a permanent full-time transportation planner for the time being.
- Hire contract staff (consultant(s)) to complete the development and oversight of three RFPs and plans for:
 - ITP Technical Update – Estimated Budget \$100,000
 - Regional Transportation Planning Organization (RTPO) framework for implementation – Estimated Budget TBD
 - Transportation Demand Management Plan/Program – Estimated Budget \$100,000

Staff recommends that the first two RFPs be released in the first six months of FY20, with the ITP Update being first closely followed by the RTPO. Upon completion of these two efforts or as staff capacity allows the TDM plan would be initiated.

If the proposed amendment is approved staff would present detailed scopes of work and estimated budgets for all necessary next steps at a future JIM. If the Work Plan is not amended staff will continue to recruit to fill the Transportation Planner position and complete tasks identified in the Work Plan as staff capacity becomes available.

FISCAL IMPACT

The Town and County Planning Departments have funding in their Fiscal Year 2020 budgets for Professional Services and Salary that could be shift all to Professional Services should the Boards approve this amendment.

- **Town FY 20:** \$50,000 ITP Update + \$46,500 Trans. Planner Salary = \$96,500 Total
- **County FY 20:** \$50,000 ITP Update + \$46,500 Trans. Planner Salary = \$96,500 Total

Staff recommends that the proposed funding for the Transportation Planner salary be reallocated to Professional Services and that once Scopes of Work and Budgets are determined for the RTPO and TDM plans that the Boards consider a budget amendment at that time to address any additional funding that may be required.

STAFF IMPACT

Based upon this approach much of the staff work load with shift to the Town and County Planning Directors. It is anticipated that approximately 80 hours will be required by each Director to oversee these projects.

LEGAL REVIEW

N/A

ATTACHMENTS

Approved FY 20 Comprehensive Plan Implementation Work Plan dated May 6, 2019

RECOMMENDATION

The Transportation Advisory Committee recommends **approval** of an amendment to the Integrated Transportation Plan (ITP) Fiscal Year 2020 (FY20) Comprehensive Plan Implementation Work Plan as presented.

SUGGESTED MOTIONS

County

I move to approve an amendment to the Integrated Transportation Plan, Fiscal Year 2020 Comprehensive Plan Implementation Work Plan as presented.

Town

I move to approve an amendment to the Integrated Transportation Plan, Fiscal Year 2020 Comprehensive Plan Implementation Work Plan as presented.



Approved FY 20 Implementation Work Plan

Comp Plan | ITP | Housing Action Plan

May 6, 2019

Since 2012, the Comprehensive Plan, Integrated Transportation Plan (ITP), and Housing Action Plan have been adopted; and staff structures have been created specifically to implement each plan. Implementation of the ambitious policies and strategies in the three plans is a fulltime workload for the individual departments and advisory boards responsible for each plan. The FY 20 Implementation Work Plan presents the projects from all three plans together to illustrate the workload on those responsible for them all – the public, the Board of County Commissioners, and Town Council. The following Plan was adopted at the May 6, 2019 Joint Meeting of the Jackson Town Council and Teton County Board of Commissioners.

FY 20 Work Plan Summary

Staff Capacity

The FY 20 Work Plan is structured assuming a fully functioning Joint and County Planning staff with the local knowledge and expertise to complete the list of complex community-oriented tasks. Two important positions that must be filled to achieve this Work Plan include the Joint Principal Long-Range Planner and the Joint Principal Transportation Planner. The County also has important positions to be filled including Senior Current Planner and Director of Planning and Building Services. Without these positions the tasks in this Work Plan will be delayed approximately six to twelve months.

Priorities

- 1. Joint Comprehensive Plan Review (Growth Management Program):** The Growth Management Program is a systematic review of the Comprehensive Plan principles, policies, strategies, and indicators to identify corrective actions that are needed before it is too late to make the corrections. The Growth Management Program was triggered in 2016 upon hitting 5% growth in residential units since adoption of the Comprehensive Plan. In 2017 the Board and Council chose to delay the Growth Management Program because the Engage 2017: Housing, Parking, and Natural Resource Updates needed to be complete, especially the Town District 3-6 Zoning Updates and Housing Mitigation Requirements Update, before the community could accurately reflect on and adapt the Comprehensive Plan principles, policies, and strategies. Planning Staff allocated twelve months to complete this task (January 2019-December 2019). With limited Planning Staff resources and a previously unapproved FY 20 Work Plan, progress on this item has been initiated but the bulk of work remains to be completed. The Council and Board requested that this task be prioritized and achieved as expediently as possible with a primary focus on locational density preference and allocation. Planning Staff will present an expedited scope of work and schedule for this item at the June 3, 2019 Joint Information Meeting.

2. **Town Square Zoning Updates + Historic Preservation LDRs:** These updates are unlikely to be affected by the Growth Management Program and can occur concurrently with the Growth Management Program review. Town Square is a Character District composed of Stable subareas, where zoning updates are unlikely to include significant shifts from current allowances. Historic preservation LDRs are proposed to be included with the Town Square zoning because of the number of historic structures in the Town Square Character District but are actually standards that may be applied Townwide and Countywide as applicable.
3. **County Biannual LDR Cleanup:** With uncertainty surrounding staff resources and continued vacant staff positions, the Board provided direction for County staff to move forward now with completing the Biannual LDR Cleanup, which the Town has already completed. Ongoing items categorized under the LDR and Zoning Map Amendments task by the Board include updating County regulations surrounding wireless cellular facilities and exploring regulatory changes to allow individual building size to exceed zone-specified limitations for institutional uses. Adoption of updated natural resource protection standards is the final component to complete Engage 2017 and would mark completion of almost all the marquee projects discussed in the Comprehensive Plan but has been delayed. Other priorities conveyed by the Board include rezoning the Hog Island area and Aspens area and adding a task to reconsider density bonus tools available in the County specific to encouraging provision of workforce housing. The Board may revisit specific prioritization and timing of these tasks as staff capacity increases and the GMP review progresses.

Table 1: Tasks & Timeframes

Task	FY 19	FY 20	FY 21
	2019	2020	
LDR Updates and Studies			
Town Hillside LDRs			
Joint Biannual LDR Cleanup			
Town Square Zoning/Historic Preservation LDRs			?
LDR & Zoning Map Amendments			
Town Flat Creek Corridor			
Joint Stormwater Quality LDRs			
Town Natural Resource LDRs			
County Natural Resource LDRs (Engage 2017)		?	
County Hog Island Zoning		?	
County Aspens Zoning		?	
Joint Business Park Zoning		?	
County Road/Utility LDRs		?	
Comprehensive Plan Administration			
Joint Standardized Data Collection	<		
Joint Comp Plan Review (GMP)			
Joint Annual Indicator Report	?		
Joint Annual Work Plan	?		
LDR and Comp Plan Education and Outreach			
Data Requests			
Other Comp Plan Coordination			
Integrated Transportation Plan Implementation			
Joint START Funding	<		
Joint Restructure of TAC into RTPO	<		
Town Managed Parking Plan			
County Capital Group 1 Charter/Concept Design			>
Joint Capital Group 4 Charter/Concept Design			
Wildlife Crossings Master Plan			>
Joint ITP Technical Update			
Joint Park 'n Ride Study and TDM Framework		?	
ITP Education and Outreach			
Other ITP Implementation			
Housing Action Plan Implementation			
Housing Nexus Study			
Grove Phase 3 Development	<		
Town 174 N. King St. Development	<		
County Housing Supply at Jackson/Kelly	?		
Town Karns Meadow Tract 4			
County Housing Supply on Mercill			>
Joint Annual Housing Supply Plan		?	
Housing Capital Programs			
Housing Data Collection and Maintenance			
Housing Compliance			
Housing Education and Outreach			
Housing Management			

Ecosystem Stewardship

Growth Management

Quality of Life

Achieving Our Vision

FY 20 Work Plan Introduction

The purpose of the FY 20 Implementation Work Plan is to present all the community's planning projects for land use, transportation, and housing in one place so that the Board of County Commissioners and Town Council can prioritize their efforts and public focus knowing there is plenty of other community business to attend to as well.

References to "LDRs" stands for Land Development Regulations.

The FY 20 Implementation Work Plan tasks are organized chronologically based on anticipated completion date and representative Comprehensive Plan Common Value rather than by priority.

Each project description is color coded by the Comprehensive Plan Common Value it implements.



Contents

FY 20 Work Plan Summary	1
FY 20 Work Plan Introduction.....	4
FY 20 Work Plan Tasks	5
2019 Anticipated Completion	5
2020+ Anticipated Completion	7
Ongoing Tasks	17
5-Year Work Plan.....	24
Completed Work Plan.....	26

FY 20 Work Plan Tasks

2019 Anticipated Completion

The following tasks are anticipated to be completed by the end of 2019. Detailed descriptions of the projects are below.

Town Hillside LDRs

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

Comp Plan Strategies: 3.4.S.1, 3.4.S.3

Progress	35%				
Timeframe	Jul. 2018 – Dec. 2019				
Task Lead	Long-Range Planning				
Resources	FY 17	FY18	FY 19	FY20	Total
ToJ Pro. Services	\$ 500	\$ 0	\$ 5,000	\$26,000	\$ 31,000
Long-Range Planning	20 hrs.	40 hrs.	110 hrs.	100 hrs.	270 hrs.
Town Planning Director	0 hrs.	0 hrs.	20 hrs.	20 hrs.	40 hrs.
Town Planning	0 hrs.	0 hrs.	20 hrs.	20 hrs.	40 hrs.

Status: This Task was originally identified in the FY16 Work Plan as a subtask of a greater set of miscellaneous amendments. It was begun in June 2017 but put on hold because of the prioritization of the Engage 2017 projects. It was taken up again following the conclusion of the Engage 2017 projects. At the November 15, 2018 Town Council Meeting, Council directed staff to work with a consultant to draft the regulations and carry out geohazard mapping.

Joint Biannual LDR Cleanup

Progress	50%		
Timeframe	Jul. 2018 – Dec. 2019		
Task Lead	Long Range Planning		
Resources	FY 19	FY20	Total
Long-Range Planning	10 hrs.	90 hrs.	100 hrs.
County Planning Director	0 hrs.	20 hrs.	20 hrs.
County Planning	20 hrs.	20 hrs.	40 hrs.
Town Planning Director	10 hrs.	0 hrs.	10 hrs.
Town Planning	20 hrs.	0 hrs.	20 hrs.

Goal: Revisit LDR updates that have been made in the recent past to cleanup errors and address unintended consequences. Ensure the LDRs are kept current, unlike the period from 1994-2015 when they were largely unattended and became unmanageable. Major unintended consequences that merit more specific review will be addressed as separate tasks. For example, in FY16 the Town and County revisited the nonconforming standards as a separate task from a larger revisit of the restructured LDRs.

Comp Plan Strategies: 3.3.S.2, 3.3.S.3

Status: The Town of Jackson Planning Department has completed their LDR cleanup. The County Planning Department has initiated their cleanup with projected adoption prior to December 2019.

Joint Comprehensive Plan Review (GMP)

Progress	Initiated		
Timeframe	Jan. 2019 – Dec. 2019		
Task Lead	Long Range Planning		
Resources	FY19	FY20	Total
ToJ Pro. Services	\$ 15,000	\$ 35,000	\$ 50,000
County Pro. Services	\$ 15,000	\$ 35,000	\$ 50,000
Long-Range Planning	500 hrs.	500 hrs.	1000 hrs.
County Planning Director	160 hrs.	160 hrs.	320 hrs.
County Planning	20 hrs.	20 hrs.	40 hrs.
Town Planning Director	160 hrs.	160 hrs.	320 hrs.
Town Planning	20 hrs.	20 hrs.	40 hrs.

Goal: Evaluate the community's ability to meet the Comprehensive Plan targets for the location and type of growth. This review is outlined in the Comprehensive Plan as the Growth Management Program (GMP). Analyze why trends have continued or changed, then identify new strategies to better achieve Comp Plan targets. Evaluate whether the appropriate indicators are being tracked. Discuss any changes to the Comp Plan principles and policies needed to address changes in circumstances or the community's Vision.

Comp Plan Strategies: Principle 9.1

Status: This task was originally identified in 2017 when the Growth Management Program was triggered. It was not begun in 2017 in order to allow for completion of the Engage 2017 projects prior to review of the Comprehensive Plan. This task will begin with the seating of the new Council and Board in 2019.

2020+ Anticipated Completion

The following tasks are anticipated to be concluded in 2020 or later.

Town Square Zoning and Historic Preservation LDRs

Progress	5%		
Timeframe	Jan. 2019 – Jan. 2020		
Task Lead	Town Planning		
Resources	FY 19	FY 20	Total
ToJ Pro. Services	\$ 18,000	\$ 49,500	\$ 67,500
County Pro. Services	\$ 2,000	\$ 5,500	\$ 7,500
Town Planning	50 hrs.	450 hrs.	500 hrs.
Long-Range Planning	10 hrs.	40 hrs.	50 hrs.
Town Planning Director	50 hrs.	450 hrs.	500 hrs.

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

Comp Plan Strategies: 4.1.S.1, 4.2.S.1, 4.2.S.4, 4.4.S.3, 4.5.S.1

Status: This Task was started January 2019 and will be completed over the next 12 months.

Joint Standardized Indicator Data Collection

Progress	50%		
Timeframe	Aug. 2012 – Dec. 2020		
Task Lead	Long Range Planning		
Resources	FY19	FY20	Total
ToJ Pro. Services	\$ 10,000	\$0	\$ 10,000
County Pro. Services	\$ 16,000	\$10,000	\$ 16,000
Long-Range Planning	55 hrs.	145 hrs.	200 hrs.
County Planning Director	10 hrs.	10 hrs.	20 hrs.
County Planning	40 hrs.	40 hrs.	80 hrs.
Town Planning Director	10 hrs.	0 hrs.	10 hrs.
Town Planning	40 hrs.	0 hrs.	40 hrs.

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

Comp Plan Strategies: Policy 9.2.a

Status: This task was identified in the original FY13 Work Plan. Efforts to establish and document indicator methodology have been completed. With upgrades to the County database software and expected upgrades to the Town database software, coordinating data collection for both jurisdictions will be more easily achieved and is expected to be complete by Dec. 2020.

County Natural Resource LDRs

Progress	80%				
Timeframe	Feb. 2017 – TBD				
Task Lead	County Planning				
Resources	FY 17	FY 18	FY 19	FY 20	Total
ToJ Pro. Services	\$ 3,000	\$7,000	\$0	\$0	\$ 10,000
Co. Pro. Services	\$ 22,000	\$ 43,000	\$0	\$5000	\$ 65,000
Long-Range Planning	100 hrs.	200 hrs.	200 hrs.	200 hrs.	700 hrs.
Planning Director	20 hrs.	80 hrs.	80 hrs.	80 hrs.	260 hrs.
County Planning	100 hrs.	400 hrs.	400 hrs.	200 hrs.	1100 hrs.

Goal: Utilize the vegetation mapping (completed in 2013) and focal habitat study (completed in 2017) to update the Natural Resources Overlay (NRO) and other natural resource protection standards by December 2019. Habitat protection will be updated to be a tiered system that is based on relative critical value. Standards and review requirements applicable in various areas will relate to the relative habitat value of the area so as to contribute to the short and long-term protection of the health of the habitat network. The County will take the lead on this effort as it has broader applicability in the County. The Town will ultimately adopt those portions relevant in Town but may do so through a later separate process once the County has refined the standards through its adoption process.

Comp Plan Strategies: 1.1.S.3, 1.1.S.4, 1.1.S.5, 1.1.S.6, 1.1.S.7, 1.2.S.1, 1.2.S.2

Status: A draft of the Natural Resource Protection amendments was presented for public review on September 28, 2018. The draft amendments were the product of a significant amount of work completed by the Natural Resources Stakeholder Group and five months public outreach. Additionally, the Focal Species Habitat Map model was completed in 2017. This task has been placed on hold in order to develop staff leadership and strategic stakeholder interests before completion.

County Hog Island Zoning

Goal: Update the zoning for the Hog Island Home Business (Subarea 7.2). If updates to the Comprehensive Plan character description occur these updates will be incorporated in updated zoning.

Comp Plan Strategies: 3.2.S.1, 3.2.S.2, 3.2.S.3, 3.2.S.5, 3.2.S.6, 6.2.S.3, 6.3.S.2

Status: This Task is predicated on completion of the GMP first but may be accelerated as the GMP progresses.

Progress	Not begun	
Timeframe	TBD	
Task Lead	Long-Range Planning	
Resources	FY 20	Total
County Pro. Services	TBD	TBD
Long-Range Planning	200 hrs.	200 hrs.
County Planning Director	50 hrs.	50 hrs.
County Planning	50 hrs.	50 hrs.

County Aspens Zoning Update

Goal: Update the zoning in the Aspens Character District to implement the desired future character for the area as described in the Comprehensive Plan. Use applicable Town zoning as a starting point to create new County zones that preserve the residential character of the Aspens character district and transition the commercial area to a more pedestrian oriented form, without increasing the commercial potential.

Comp Plan Strategies: 3.2.S.1, 3.2.S.2, 3.2.S.3, 3.2.S.5, 3.2.S.6

Progress	Not begun	
Timeframe	TBD	
Task Lead	Long-Range Planning	
Resources	FY 20	Total
County Pro. Services	\$ 20,000	\$ 20,000
Long-Range Planning	500 hrs.	500 hrs.
County Planning Director	50 hrs.	50 hrs.
County Planning	50 hrs.	50 hrs.

Status: This Task is predicated on completion of the GMP first but may be accelerated as the GMP progresses.

County Road/Utility LDRs

Goal: Utilizing the Town Community Streets Plan for guidance, the County will work with road, pathway, and utility designers to update the County road, utility, and easement standards.

Comp Plan Strategies: 7.2.S.1, 7.2.S.5, 7.3.S.2

Progress	10%	
Timeframe	TBD	
Task Lead	Transportation Planning	
Resources	FY 19	FY20
Transport. Planning	50 hrs.	50 hrs.
Long-Range Planning	30 hrs.	30 hrs.
County Planning Director	10 hrs.	10 hrs.
County Engineering	0 hrs.	20 hrs.

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

County WY22 Capital Project Group 1 Charter/Concept Design

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

- Reconstruction of the Y Intersection. **Status:** Complete.
- Tribal Trails Connector, New Roadway **Status:** 5% Complete. Initial design phase.
- WY22 Multilane, Multimodal Improvements, BRT/HOV, Jackson to WY390.

Progress	10%		
Timeframe	Mar. 2018 – TBD		
Task Lead	Transportation Planning		
Resources	FY 19	FY20	Total
County Pro. Services	\$ 30,000	\$0	\$30,000
Transport Planning	100 hrs.	400 hrs.	500 hrs.
Long-Range Planning	40 hrs.	30 hrs.	70 hrs.
County Planning Director	40 hrs.	60 hrs	100 hrs.
Town Planning Director	20 hrs.	30 hrs.	50 hrs.
County Engineering	60 hrs.	400 hrs.	460 hrs.

Status: Initiated and ongoing. WYDoT is project lead.

- WY22 Pathway, Wilson to Jackson.

Status: 75% complete with the Wilson to Hwy 22/Hwy 390 section remaining.

- WY22 Wildlife Permeability, Jackson to WY390.

Status: 10% Complete. Wildlife Crossings Master Plan has been completed. Implementation is in initial stages. See Wildlife Crossings Master Plan Implementation for more details.

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

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

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

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

Status: This project has not started. The goal is to begin the process in the second half of 2019.

Progress	0%	
Timeframe	Jul. 2019 – Jun. 2020	
Task Lead	Transportation Planning	
Resources	FY 20	Total
County Pro. Services	\$ 20,000	\$ 20,000
ToJ Pro. Services	\$ 10,000	\$ 10,000
Transport Planning	300 hrs.	300 hrs.
Long-Range Planning	30 hrs.	30 hrs.
County Planning Director	40 hrs.	40 hrs.
Town Planning Director	20 hrs.	20 hrs.
County Engineering	300 hrs.	300 hrs.

Wildlife Crossings Master Plan Implementation

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

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

Status: Wildlife Crossings Master Plan has been completed. Implementation is in initial stages.

Progress	10%	
Timeframe	Jan. 2019 – Jan. 2024	
Task Lead	Transportation Planning	
Resources	FY 20	Total
County Pro. Services	TBD	TBD
ToJ Pro. Services	TBD	TBD
Transport Planning	Ongoing	Ongoing
County Planning Director	Ongoing	Ongoing
Town Planning Director	Ongoing	Ongoing
County Engineering	Ongoing	Ongoing

Joint ITP Technical Update

Progress	0%		
Timeframe	Jul. 2019 – Jun. 2020		
Task Lead	Transportation Planning		
Resources	FY 19	FY 20	Total
County Pro. Services	\$ 25,000	\$ 0	\$ 25,000
ToJ Pro. Services	\$ 25,000	\$ 0	\$ 25,000
Transport			
Planning/Town	20 hrs.	100 hrs.	120 hrs.
Planning Director			
Long-Range Planning	0 hrs.	0 hrs.	0 hrs.

Goal: Perform the 2019 technical update called for in the ITP to incorporate better data and recalibrate the baseline indicators, forecasts and other data components of the ITP, including recalibrating the model used to estimate countywide Vehicle Miles of Travel (VMT) and Person Miles of Travel (PMT). As part of this update the Town and County will explore the potential of using new and emerging data sources, including “big data,” which may provide more accurate and reliable inputs to the model than previously available.

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

Status: Staff has contacted Charlier Associates to assist with this project.

Joint Park 'n Ride Study and TDM Framework

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

Progress	5%		
Timeframe	TBD		
Task Lead	Transportation Planning		
Resources	FY 19	FY 20	Total
County Pro. Services	\$ 0	\$ 0	\$ 0
ToJ Pro. Services	\$ 0	\$ 0	\$ 0
Transport. Planning	50 hrs.	300 hrs.	350 hrs.
Long-Range Planning	0 hrs.	60 hrs.	60 hrs.
Town Planning Director	0 hrs.	60 hrs.	60 hrs.
START	50 hrs.	50 hrs.	100 hrs.

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

Status: The managed parking program (above) is seen as the first phase of the TDM program. The next phase will develop TDM strategies tailored to commuters, new development, residents and visitors. START has an RFP drafted to solicit services to optimize the current START route to better suit rider needs.

Town Natural Resource LDRs

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

Comp Plan Strategies: 1.1.S.3, 1.1.S.4, 1.1.S.5, 1.1.S.6, 1.2.S.1, 1.2.S.2, 4.4.S.5

Status: This task will begin when the County Natural Resource Regulations have been completed.

Progress	Not begun.		
Timeframe	Jul. 2020 – Jun. 2021		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
Long-Range Planning	150 hrs.	150 hrs.	300 hrs.
Town Planning Director	40 hrs.	40 hrs.	80 hrs.
Town Planning	40 hrs.	40 hrs.	80 hrs.

Town Flat Creek Corridor

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

Comp Plan Strategies: 4.4.S.5.

Status: This task is scheduled to begin in January of 2020. Upon Council request, this task may be accelerated to begin Fall of 2019 dependent on public outreach opportunity coordinated with other prioritized tasks scheduled for that time period.

Progress	Not begun.		
Timeframe	Jan. 2020 – Dec. 2020		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
Long-Range Planning	150 hrs.	150 hrs.	300 hrs.
Town Planning Director	40 hrs.	40 hrs.	80 hrs.
Town Planning	40 hrs.	40 hrs.	80 hrs.

Joint Stormwater Quality LDRs

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

Comp Plan Strategies: 1.2.S.1, 1.2.S.2,

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

Progress	Not begun.		
Timeframe	Jan. 2020 – Dec. 2020		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
Long-Range Planning	40 hrs.	0 hrs.	40 hrs.
County Public Works	200 hrs.	200 hrs.	400 hrs.
County Planning	40 hrs.	40 hrs.	80 hrs.
Town Public Works	200 hrs.	200 hrs.	400 hrs.
Town Planning	40 hrs.	40 hrs.	80 hrs.

Joint Business Park Zoning

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

Comp. Plan Strategies: 3.2.S.1, 3.2.S.2, 3.2.S.3, 3.2.S.5, 3.2.S.6, 6.2.S.3, 6.3.S.2

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

Progress	Not begun	
Timeframe	TBD	
Task Lead	Long-Range Planning	
Resources	FY 20	Total
County Pro. Services	TBD	TBD
Long-Range Planning	500 hrs.	500 hrs.
County Planning Director	50 hrs.	50 hrs.
County Planning	50 hrs.	50 hrs.

Housing Study Nexus Update

Goal: Update the Housing Nexus Study to inform sliding scale mitigation requirements.

Comp. Plan Strategies: 5.3.a

Status: This project will begin in 2020.

Progress	Not begun.		
Timeframe	Jul. 2020 – Jun. 2021		
Task Lead	Long-Range Planning		
Resources	FY 20	FY 21	Total
County Pro. Services	TBD	TBD	TBD
ToJ Pro. Services	TBD	TBD	TBD
Long-Range Planning	100 hrs.	100 hrs.	200 hrs.
County Planning Director	10 hrs.	10 hrs.	20 hrs.
Town Planning Director	10 hrs.	10 hrs.	20 hrs.

County Housing Supply at Jackson/Kelly

Goal: Develop the County property at Jackson St. and Kelly Ave. for Teton County Government employee housing and community workforce housing.

HAP Strategies: 2A, 2B, 2E

Status: Negotiations with the adjacent landowner are ongoing.

Next steps: Execute letter of intent to partner.

Timeline	
LOI to Partner	2019 Q2
Release RFP	2020 Q1
Choose Partner	2020 Q2
Groundbreaking	2021 Q2
Cert. of Occupancy	2022 Q4

County Housing Supply on Mercill

Goal: Develop the east half of the Children's Learning Center site on Mercill Ave. for community workforce housing.

HAP Strategies: 2A, 2B

Status: Teton County owns this property, the current tenant on the east side of the property, the Jackson Hole Historical Society, has a signed lease that expires March 31, 2019.

Next steps: Develop RFP for site, release RFP, award project, build project.

Timeline	
Develop RFP	2018 Q4
Release RFP	2019 Q1
Choose Partner	2019 Q2
Groundbreaking	2020 Q2
Cert. of Occupancy	2021 Q3

Karns Meadow Tract 4

Goal: Develop the property for community workforce housing, including Town of Jackson employee housing.

HAP Strategy: 2B, 2E

Timeline	
EA Released	2019 Q1
Analyze Options	2019 Q2
Choose Approach	2019 Q3
Release RFP / (Sell)	2019 Q4

Status: An environmental assessment for Karns Meadow is underway.

Next steps: Once the EA is complete, staff will work with the Council to determine the highest and best use for the property. Options that will likely be considered include a shared appreciation mortgage pilot program for Town employees, a historic ARU site, a 9 to 24-unit community housing development, and selling the property.

Ongoing Tasks

The following tasks are the projects completed on an annual or ongoing basis.

Joint Annual Indicator Report

<i>Progress</i>	Annual
<i>Timeframe</i>	Dec.--Mar. Annually
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	<i>FY 20</i>
<i>Long-Range Planning</i>	200 hrs.
<i>Planning Director</i>	10 hrs.

Goal: Compile and publish annual indicator data. Analyze indicator data and execution of the past year's Implementation Work Plan to inform an Implementation Work Plan for the following year. Constantly monitor community trends and understand how to best achieve the vision of the Comprehensive Plan.

Comp Plan Strategies: Policy 9.2.a

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

Joint Annual Work Plan

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

Comp Plan Strategies: Policy 9.2.b

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

<i>Progress</i>	Annual
<i>Timeframe</i>	Dec. – Mar. Annually
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	<i>FY 20</i>
<i>Long-Range Planning</i>	60 hrs.
<i>Planning Director</i>	20 hrs.

LDR and Zoning Map Amendments

Goal: Acknowledge the time and resources required for the various LDR and zoning map amendments that are proposed by the public or other departments that are not otherwise a part of this work plan. In recent years, items such as appeals process, short-term rental, adult entertainment businesses, dark skies, reception sites, noncontiguous PRDs, PUD regulations, and rezones have required significant staff, public, and elected official resources. For this task, it should be noted that the time estimates provided in the chart represent the typical amount of time available to spend on miscellaneous amendments, *not the amount of time it will take to achieve these projects*. Projects under this task may be recategorized as separate projects in this work plan if they represent a priority.

Progress	Ongoing
Timeframe	As Requested
Task Lead	Various
Resources	FY 20
Long-Range Planning	220 hrs.
County Planning Director	20 hrs.
County Planning	40 hrs.
Town Planning Director	20 hrs.
Town Planning	40 hrs.

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

Status: This is an annual Task that is a part of every year's work plan. Staff is aware that the public, other departments, or elected officials are interested in updating the following:

- Comprehensive Plan Amendment to Hog Island Character Description
- Town/County Cell Tower Standards
- Town of Jackson Sign standards (County sign standards will be completed in FY 23)
- Variance standards for maximum scale of development for Institutional buildings greater than 10,000 sf in County
- County Campground standards
- County levee standards

LDR and Comp Plan Education and Outreach

Goal: Ensure the public is engaged in the implementation of the Comp Plan. Coordinate the public engagement requirements of the tasks in this Work Plan. Communicate the community vision, where it came from, and how it is being achieved.

Comp Plan Strategies: 3.3.S.1 (this task represents the evolution of joint planning since 2012)

Status: This is an ongoing task that evolves with different projects. In general, the resources needed in an odd fiscal year are less than those in an even fiscal year because the bulk of the public engagement on large projects occurs mid-term, during even fiscal years.

<i>Progress</i>	Ongoing
<i>Timeframe</i>	Ongoing
<i>Task Lead</i>	Long-Range Planning
<i>Resources</i>	FY 20
<i>ToJ Pro. Services</i>	\$ 20,000
<i>Co. Pro. Services</i>	\$ 20,000
<i>Long-Range Planning</i>	400 hrs.
<i>County Planning Director</i>	20 hrs.
<i>County Planning</i>	20 hrs.
<i>Town Planning Director</i>	20 hrs.
<i>Town Planning</i>	20 hrs.

Data Requests

<i>Progress</i>	Ongoing
<i>Timeframe</i>	As needed
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	FY 20
<i>Long-Range Planning</i>	100 hrs.

Goal: As government and non-government organizations plan for service delivery, the long range planning department can provide consistent data and projections on the population and demographics of the community, limiting consultant fees and standardizing level of service planning across the community.

Comp Plan Strategies: Policy 8.1.a

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

Other Comp Plan Coordination

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

Comp Plan Strategies: various

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

<i>Progress</i>	Ongoing
<i>Timeframe</i>	Annually
<i>Task Lead</i>	Long Range Planning
<i>Resources</i>	FY 20
<i>Long-Range Planning</i>	100 hrs.
<i>County Planning Director</i>	75 hrs
<i>Town Planning Director</i>	75 hrs.

ITP Education and Outreach

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

Comp Plan Strategies: 3.3.S.1 (this task represents the evolution of joint planning since 2012)

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

Progress	Ongoing
Timeframe	Ongoing
Task Lead	Transportation Planning
Resources	FY 20
<i>County Pro. Services</i>	\$ 20,000
<i>ToJ Pro. Services</i>	\$ 20,000
<i>Transport Planning</i>	200 hrs.
<i>Long-Range Planning</i>	200 hrs.
<i>County Planning Director</i>	20 hrs.
<i>Town Planning Director</i>	20 hrs.

Joint Annual Housing Supply Plan

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

Timeline	
Draft 2019 Plan	2019 Q1
Adopt 2019 Plan	2019 Q3

HAP Strategies: 2

Status: 2017 Housing Supply Plan was approved 2017 Q3.

Next Steps: Draft the 2018 Plan and present to the Town Council and Teton County Board of Commissioners for approval.

Housing Capital Programs

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

Timeline	
Develop Program	Ongoing
Program Approval	TBD
Implementation	FY 19/20

Status: Developing programs with the Housing Supply Board.

Next Steps: Implement at least one new capital program in FY 19/20.

Housing Data Collection and Maintenance

Timeline	
On-line Interface	Ongoing
Data Reports	Annually

Goal: Streamline the application process to decrease human error and collect annual demographic and housing demand data. Full on-line applicant "status" e.g. what categories an applicant qualifies for, what paperwork still needs to be uploaded, what data needs to be completed or updated.

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

Status: This work is continuous.

Next Steps: See the Housing Department FY 20 Work Plan for details.

Housing Compliance

Timeline	
Compliance	Ongoing

Goal: Verify compliance with existing deed-restrictions, including continued compliance with provisions that need to be verified on an annual basis. Objectively, competently and completely investigate any information, complaint, or report of a violation of a deed-restriction.

HAP Strategies: 3A, 3C

Status: This work is continuous.

Next Steps: See the Housing Department FY 20 Work Plan for details.

Housing Education and Outreach

Goal: Provide the public with a comprehensive educational experience about the location and types of existing restricted housing stock, the process to purchase or rent a restricted home, data, and the reason the housing programs exist.

HAP Strategies: 2F

Status: Work was completed on five white board videos. Plans are in place to create aerial photos and videos of existing housing and potential locations of future housing with educational narratives. First quarterly newsletter was released 2018 Q4.

Timeline	
Aerial Photography	2018 Q3
Still Photos	Ongoing
Quarterly Newsletter	Ongoing
Update Website	2019 Q1
Develop Annual Report	2019 Q1
	2020 Q1
Release Annual Report	2019 Q1
	2020 Q1
Update Housing Portfolio	2019 Q1
	2020 Q1

Next steps: Complete a plan for aerial drone videos and aerial photography. Continue producing quarterly newsletters.

Housing Management

Timeline	
Employee Rentals	ongoing
Grove Requalification Notice	Annually Q2
Grove Requalify/Renew	Annually Q3
Grove Management	Ongoing
HOA Assistance	Ongoing

Goal: Manage the Town and County's employee housing rental programs according to each organization's policy. Manage the Grove Phase 1 Rentals to ensure vacancies are kept to a minimum, tenants are qualified, the building is being properly maintained as a safe and enjoyable place for tenants, bills are being paid, and operations and maintenance is on budget. Ensure that HOAs at existing Housing Authority developments are financially healthy and understand their role, CC&Rs, and the Housing Department's Rules and Restrictions.

HAP Strategies: 3

Status: This work is continuous.

Next Steps: See the Housing Department FY 2020 Work Plan for details.

5-Year Work Plan

This table conveys a longer-term, conceptual plan to prioritize future efforts into years ahead.

	FY 18-19	F Y 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Town Hillside Regulations	<					
Joint Biannual LDR Cleanup						
Joint Standardized Data Collection	<					
Joint Comp Plan Review (GMP)						
Town Square/Historic Zoning						
County Natural Resource LDRs		?				
County Hog Island Zoning		?				
County Aspens Zoning		?				
County Road/Utility LDRs		?				
Town Natural Resource LDRs		?				
Town Flat Creek Corridor						
Joint Business Park Zoning		?				
Housing Nexus Study Update						
Joint Stormwater Quality LDRs						
Town Rural Zoning and PUD Map						
County Historic Preservation LDRs						
Town Road/Utility LDRs (Lighting)						
County Wilson Zoning						
Other County Zoning						
TCSPT/Mitigation Bank Plan						
Joint Subdivision LDRs						
County Sign LDRs						
Evaluate Rural/Nat Res LDRs						>
LDR & Zoning Map Amendments						
Communitywide CIP						
Economic Development Plan						
Town Gateway Plans						
Annual Indicators & Work Plan						
Joint Public Engagement						
Data Requests						
Other Coordination						

	FY 18-19	F Y 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Joint START Funding	<					
Restructure of TAC into RTPO						
Town Managed Parking Plan						
Joint ITP Capital Group 4 Charter						
County ITP Capital Group 1 Charter			?			
Wildlife Crossings Master Plan						
Joint ITP Technical Update						
Joint Regional Parking + TDM Study		?				
County ITP Capital Group 2 Charter						
Joint Public Engagement						
Other ITP Implementation						
Grove Phase 3 Development						
Town 174 N. King St. Development						
County Jackson/Kelly Development						
County Mercill Development						
Karns Meadow Tract 4						
Annual Housing Supply Plan						
Capital Programs						
Data Collection and Maintenance						
Compliance						
Housing Education and Outreach						
Other HAP Implementation						

Completed Work Plan

This is the 7th Implementation Work Plan since adoption of the Comprehensive Plan in 2012. Below is a list of the implementation work completed or substantially completed to date.

Task	Date Complete	Strategies Implemented
Land Development Regulations Updates/Studies		
Housing Nexus Study	October 2013	5.3.S.1
Vegetation Mapping	December 2013	1.1.S.1
Joint LDR Restructure	December 2014	3.3.S.2, 3.3.S.3
County Rural LDRs Updates	December 2015	1.4.S.1, 1.4.S.2, 1.4.S.3, 3.1.S.1, 3.1.S.2, 3.3.S.2, 3.3.S.3
Town District 2 and LO Zoning	November 2016	4.1.S.1, 4.2.S.2, 4.2.S.4, 4.2.S.6, 4.4.S.3, 4.4.S.4
Focal Species Study	April 2017	1.1.S.2
Nonconformities LDRs Cleanup	May 2016	3.3.S.2, 3.3.S.3
County Nuisance LDRs	July 2016	3.1.S.1, 3.2.S.2
Town Adult Entertainment LDRs	March 2017	3.2.S.1
Exterior Lighting LDRs Update	September 2016	1.3.S.2
Town ARU Allowance	November 2016	5.2.S.2
Wildland Urban Interface LDRs	December 2016	3.4.S.2, 3.4.S.3
2016 LDR Cleanup	January 2017	3.3.S.2, 3.3.S.3
Joint Housing Mitigation LDRs	July 2018	5.1.S.1, 5.2.S.2, 5.3.S.2, 5.4.S.3, 5.4.S.4
Town District 3-6 Zoning	July 2018	4.1.S.1, 4.1.S.2, 4.2.S.4, 4.3.S.1, 4.4.S.3, 5.2.S.1, 5.4.S.3, 5.4.S.4
Snow King Master Plan Alternatives	July 2018	3.2.S.4
County Natural Resource LDRs	75% complete	1.1.S.3, 1.1.S.4, 1.1.S.5, 1.1.S.6, 1.1.S.7, 1.2.S.1, 1.2.S.2
Town Hillside LDRs	25% complete	3.4.S.1, 3.4.S.3
Other LDR & Zoning Amendments	Continuous	
Comprehensive Plan Administration		
2012 Work Plan	June 2012	Principle 9.2
2013 Indicator Report & Work Plan	May 2013	Principle 9.2
Standardize Data Collection	50% complete	Policy 9.2.a
2014 Indicator Report & Work Plan	May 2014	Principle 9.2
2015 Indicator Report & Work Plan	August 2015	Principle 9.2
2016 Indicator Report & Work Plan	April 2016	Principle 9.2
2017 Indicator Report & Work Plan	April 2017	Principle 9.2
2018 Indicator Report & Work Plan	April 2018	Principle 9.2
2019 Indicator Report & Work Plan	February 2019	Principle 9.2
2019 Growth Management Program	5%	Principle 9.1
Joint Public Engagement	Continuous	3.3.S.1
Provide Data to Others	Continuous	Policy 8.1.a
Other Coordination	Continuous	

Task	Date Complete	Strategies Implemented
Integrated Transportation Plan (ITP) Implementation		
ITP	September 2015	7.1.S.1, 7.1.S.4, 7.1.S.6, 7.1.S.8, 7.1.S.9
Community Streets Plan	April 2015	7.2.S.1
Town District 3-6 Parking Study	December 2017	4.1.S.1, 4.1.S.2, 5.4.S.3, 7.3.S.1
Joint Regional Traffic Model	January 2019	
Wildlife Crossings Master Plan	May 2018	
Town Managed Parking Plan	75% complete	
Restructure of TAC into RTPO	75% complete	
START Funding	75% complete	
Housing Action Plan Implementation		
Housing Action Plan (HAP)	November 2015	Comp Plan: 5.4.S.1, 5.4.S.2
Housing Authority Restructure	December 2016	HAP: 1
2016 Housing Supply Plan	October 2016	HAP: 2
Housing Rules & Regulations	July 2018	HAP: 3B
2017 Housing Supply Plan	November 2017	HAP: 2
2018 Housing Stock Portfolio	75% complete	HAP: 2F
Online Intake Form	February 2018	HAP: 2F, 3C, 4B
2018 Housing Supply Plan	June 2018	HAP: 2