1. Call to Order

2. Swearing in of New Board Members.

3. Pronouncement of Quorum

4. Public Comment


6. Review of December Financials, & Staff Update

7. Grove Unit 203 – Tenant Grievance

8. Meeting Schedule for 2020

9. Election of Officers

10. Grove Lease Revisions

11. First Amendment to The Amended and Restated Condominium Declaration for The Grove Condominium Owner’s Association

12. Grove Phase 2 of Phase 3 Plat

13. Grove Phase 2 of Phase 3 Warranty Deeds

14. Matters from Staff

15. Matters from Board

16. Adjourn
MEMO

TO: Jackson/Teton County Housing Authority Board
FROM: Stacy Stoker, Housing Manager
DATE: January 27, 2020
SUBJECT: February 5, 2020 Housing Authority Board Agenda

Items 1 – 6 Attachments
- December Financials

Item 7. Grove Unit 203 – Tenant Grievance
The Grove Lease requires tenants to pay for maintenance and repairs of appliances. Staff has been directed by the Housing Authority Board to pay for replacement of appliances when the costs to repair exceed the cost of replacing the appliance.

Section 11 of the lease states: Tenant shall, at Tenant’s expense, keep and maintain the Premises, which is the residential rental unit, and includes all appliances provided with the unit, which also includes a washer and dryer...

In addition, it goes on to say: All repairs, replacements, and maintenance required on the Premises costing less than $25.00 (in any given calendar month, e.g., replacement of light bulbs), shall be made or paid for by Tenant.

The Housing Authority attorney, John Graham’s opinion is that the repairs are the responsibility of the tenant.

The tenant of unit 203 has a dishwasher that needs repairs and is arguing that he should not be required to pay for the repairs. He has retained an attorney, Katherine Mannen, to represent him. She will be present at the meeting to discuss this issue.

Attachments:
- Letter from Katherine Mannen
- Grove Unit 203 Lease

Item 8. Meeting Schedule for 2020

No January meeting
February 5, 2020
March 4, 2020
April 1, 2020
May 6, 2020
June 3, 2020
July 1, 2020
August 5, 2020
September 2, 2020
October 7, 2020
November 4, 2020
December 2, 2020

**Motion:**
I move to approve the meeting schedule as presented by staff.

**Item 9. Election of Officers**
The Housing Authority Board votes in officers annually. Positions are Chair, Vice Chair, and Clerk.

**Item 10. Grove Lease Revisions**
Discussion of potential revisions to The Grove lease template.

**Attachments**
- Redlined Version of Grove Lease

**Item 11. First Amendment to the Amended and Restated Condominium Declaration for The Grove Condominium Owner’s Association**
This is a unilateral amendment made by the Declarant (Housing Authority) to comply with the requirements of the Town of Jackson to annex in additional property into the development governed by the Declaration.

Habitat for Humanity is building 24 housing units on The Grove Phase 3 property. Teton County has provided funding for the infrastructure, and the Housing Department is managing the project. The Housing Authority owns the land.

When the first 8 units were completed, the portion of land containing the units was conveyed to the Homeowner’s Association (HOA). This was required because the units are condominiums and the HOA owns the common area collectively. The language in the Condo Declaration needs to be amended to clarify that the Housing Authority still owns the land where units are still being constructed to give us the ability to build the infrastructure.

**Attachments**
- First Amendment to the Amended and Restated Condominium Declaration for The Grove Condominiums Owner’s Association

**Motion:**
I move to approve the First Amendment to The Amended and Restated Condominium Declaration for The Grove Condominium Owner’s Association as presented by staff.

**Item 12. Grove Phase 2 of Phase 3 Plat**
The plat for Phase 2 of Phase 3 is required to be signed by the Housing Authority as property owner. It must be approved by the Board for the Chair to sign. It has been reviewed by John Graham, Deputy County Attorney, Lea Colasuonno, Town Attorney, Town Planning Department, and Housing Department
Staff. The plat as presented contains Matthew Faupel’s name in the Owner’s signature and notary block. This will need to be changed to a blank as Matt Faupel is no longer on the board.

Attachments:
- Plat for The Grove Phase 2 of Phase 3

Motion:
I move to approve the Phase 2 of the Phase 3 Plat with the removal of Matthew Faupel’s name on the owner’s signature line and in the notary block and replacing it with a blank.

Item 13. Grove Phase 2 of Phase 3 Warranty Deeds
Habitat has completed the 8 units in The Grove Phase 2 of Phase 3 and is ready to sell the units. The Housing Authority needs to convey the land. The Warranty Deeds need to be approved by the Housing Authority Board and signed by the Chair.

Attachments
- Grove Phase 2 of Phase 3 Warranty Deed Template

Motion:
I move to approve The Grove Phase 2 of Phase 3 Warranty Deed Template as presented by staff.
Jackson/Teton County Housing Authority  
Meeting Minutes  
December 4, 2019  
Teton County Old Library

1. Call to Order
The regular meeting of the Jackson/Teton County Housing Authority Board was called to Order on December 4, 2019 at 2:03pm in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Amy Robinson, Matt Faupel, Annie Kent Droppert, and staff Stacy Stoker and Julia Johari.

2. Pronouncement of Quorum
Board Vice-Chair, Amy Robinson and Chair, Matt Faupel were present. Matt Faupel declared a quorum.

3. Public Comment
No public comment.

Matt Faupel motioned to approve the Regular Meeting minutes for Regular Meeting Minutes for November 6, 2019 and Special Meeting Minutes for November 21, 2019. Amy Robinson seconded the motion. The motion was approved unanimously.

5. Review of October Financials and Staff Update
Staff let the Board know that Mountain Property Management has taken over all property management for the Grove, Phase 1. No action was taken.

6. Amended and Restated Restrictions for 1506 B Hayden Drive, 836 W. Snow King Ave, 791 Wind River Ln, and 763 Wind River Ln.
A short discussion occurred. No action was taken.

15. Matters from the Board
No matters from the Board.

16. Executive Session

17. Adjourn
Matt Faupel motioned to adjourn at 2:16pm. Amy Robinson seconded. The motion passed unanimously.

Respectfully Submitted:

Annie Kent Droppert, Clerk

Approved by the Board of Housing Authority Commissioners as evidenced by their signatures below:
Matt Faupel	Date_____
Chair

Amy Robinson	Date_____
Vice Chair

Annie Kent Droppert	Date_____
Clerk
1. Call to Order
The Special Meeting of the Jackson/Teton County Housing Authority Board was called to Order on December 23, 2019 at 2:00pm in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Amy Robinson, Matt Faupel, Annie Droppert Kent, staff April Norton and no members of the public.

2. Pronouncement of Quorum
Board Vice-Chair, Amy Robinson, Chair, Matt Faupel, and Clerk Annie Kent Droppert were present. Matt Faupel declared a quorum.

3. Public Comment
No public comment.

4. Consideration of Amended Workforce Housing Restrictions for 791 and 763 Wind River Lane
The Housing Authority has been directed by the Jackson Town Council and Teton County Board of Commissioners to change the classification of permanently restricted units at Melody Ranch Townhomes from Affordable to Workforce. This will raise the value allowing owners to obtain financing to pay for needed roof repairs.

Amy Robinson made a motion to approve the Amended and Restated Workforce Ownership Housing Restrictions for 791 and 763 Wind River Lane. Annie Kent Droppert seconded. The motion passed unanimously.

6. Adjourn
Matt Faupel motioned to adjourn at 2:11 pm. Amy Robinson seconded. The motion passed unanimously.

Respectfully Submitted:

Annie Kent Droppert, Clerk

Approved by the Board of Housing Authority Commissioners as evidenced by their signatures below:

Matt Faupel
Chair
Date

Amy Robinson
Vice Chair
Date

Annie Kent Droppert
Clerk
Date
1. Call to Order
The Special Meeting of the Jackson/Teton County Housing Authority Board was called to Order on January 21, 2020 at 2:03pm in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Amy Robinson, Matt Faupel, Annie Kent Dropperty, staff Stacy Stoker and no members of the public.

2. Pronouncement of Quorum
Board Vice-Chair, Amy Robinson, Chair, Matt Faupel, and Clerk Annie Kent Droppert were present. Matt Faupel declared a quorum.

3. Public Comment
No public comment.

4. Consideration of Quit Claim Deeds for 440 W. Kelly and 3590 Kennel Lane
The Housing Authority has been directed by the Jackson Town Council and Teton County Board of Commissioners to Quit Claim the property located at 440 W. Kelly to the Town of Jackson and the property located at 3890 N. Kennel Lane to Teton County.

Amy Robinson made a motioned to approve the Quit Claim Deeds for 440 W. Kelly and 3590 Kennel Lane as directed by the Jackson Town Council and the Teton County Board of Commissioners as presented by Staff. Annie Kent Droppert seconded the motion. The motion passed unanimously.

5. Consideration of roof repair loans for 795 Wind River Lane and 758 Wind River Lane
The Housing Authority has been directed by the Jackson Town Council and the Teton County Board of Commissioners to loan the owners of permanently restricted homes at the Melody Ranch Townhomes $160,000 each to pay for needed roof repairs and relocation expenses for a three-year term.

Amy Robinson made a motion to approve two loans in the amount of $160,000 each for the owners of 795 W. Wind River Lane and 758 W. Wind River Lane as directed by the Jackson Town Council and Teton County Board of Commissioners. Annie seconded the motion. The motion passed unanimously.

6. Adjourn
Matt Faupel motioned to adjourn at 2:13 pm. Amy Robinson seconded. The motion passed unanimously.

Respectfully Submitted:

Annie Kent Droppert, Clerk

Approved by the Board of Housing Authority Commissioners as evidenced by their signatures below:
# JACKSON/TETON COUNTY HOUSING AUTHORITY
## Balance Sheet
### As of December 31, 2019

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Dec 31, 19</th>
<th>Nov 30, 19</th>
<th>$ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking/Savings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIB - Administration</td>
<td>275,821.42</td>
<td>285,522.83</td>
<td>(9,701.41)</td>
</tr>
<tr>
<td>FIB - Millward Ground Lease</td>
<td>94,818.15</td>
<td>94,818.15</td>
<td>0.00</td>
</tr>
<tr>
<td>FIB - Supply</td>
<td>16,644.34</td>
<td>16,643.61</td>
<td>0.73</td>
</tr>
<tr>
<td>Total Checking/Savings</td>
<td>387,283.91</td>
<td>396,984.59</td>
<td>(9,700.68)</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground Lease Receivables</td>
<td>4,827.70</td>
<td>15,865.30</td>
<td>(11,037.60)</td>
</tr>
<tr>
<td>Total Accounts Receivable</td>
<td>4,827.70</td>
<td>15,865.30</td>
<td>(11,037.60)</td>
</tr>
<tr>
<td>Total Current Assets</td>
<td>392,111.61</td>
<td>412,849.89</td>
<td>(20,738.28)</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buildings &amp; Improvements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>260 West Broadway</td>
<td>1,391,040.08</td>
<td>1,391,040.08</td>
<td>0.00</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>(741,091.94)</td>
<td>(741,091.94)</td>
<td>0.00</td>
</tr>
<tr>
<td>The Grove Phase I</td>
<td>6,776,024.29</td>
<td>6,776,024.29</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Buildings &amp; Improvements</td>
<td>7,425,972.43</td>
<td>7,425,972.43</td>
<td>0.00</td>
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<tr>
<td>Furniture, Fixtures &amp; Equipment</td>
<td>22,024.69</td>
<td>22,024.69</td>
<td>0.00</td>
</tr>
<tr>
<td>Land &amp; Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>440 West Kelly Avenue</td>
<td>1,703,568.00</td>
<td>1,703,568.00</td>
<td>0.00</td>
</tr>
<tr>
<td>575 East Hall Avenue</td>
<td>1,159,017.60</td>
<td>1,159,017.60</td>
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<tr>
<td>Hall Street</td>
<td>2,565,214.22</td>
<td>2,565,214.22</td>
<td>0.00</td>
</tr>
<tr>
<td>Millward Neighborhood</td>
<td>1,412,795.50</td>
<td>1,412,795.50</td>
<td>0.00</td>
</tr>
<tr>
<td>Mountain View Meadows</td>
<td>450,000.00</td>
<td>450,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Rain Property</td>
<td>2,002,815.01</td>
<td>2,002,815.01</td>
<td>0.00</td>
</tr>
<tr>
<td>The Grove</td>
<td>3,385,000.00</td>
<td>3,385,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Wilson Meadows</td>
<td>353,080.00</td>
<td>353,080.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Land &amp; Projects</td>
<td>13,031,490.33</td>
<td>13,031,490.33</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Fixed Assets</td>
<td>20,479,487.45</td>
<td>20,479,487.45</td>
<td>0.00</td>
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<tr>
<td>Other Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allowance for Doubtful Accounts</td>
<td>(273,481.00)</td>
<td>(273,481.00)</td>
<td>0.00</td>
</tr>
<tr>
<td>Snow King Apts. Int. Receivable</td>
<td>3,481.00</td>
<td>3,481.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Snow King Apts. Note Receivable</td>
<td>270,000.00</td>
<td>270,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Other Assets</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>20,871,599.06</td>
<td>20,892,337.34</td>
<td>(20,738.28)</td>
</tr>
</tbody>
</table>

| LIABILITIES & EQUITY | | | |
| Liabilities | | | |
| Current Liabilities | | | |
| Accounts Payable | 1,318.51 | 842.26 | 476.25 |
| Total Accounts Payable | 1,318.51 | 842.26 | 476.25 |
| Other Current Liabilities | | | |
| Current Portion of LTD | 123,000.00 | 123,000.00 | 0.00 |
| Escrow Payable | 10,000.00 | 10,000.00 | 0.00 |
| Security Deposits | 54,104.58 | 54,104.58 | 0.00 |
| Total Other Current Liabilities | 187,104.58 | 187,104.58 | 0.00 |
| Total Current Liabilities | 188,423.09 | 187,946.84 | 476.25 |
## Balance Sheet
As of December 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Dec 31, 19</th>
<th>Nov 30, 19</th>
<th>$ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Long Term Liabilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Portion of LT Debt</td>
<td>(123,000.00)</td>
<td>(123,000.00)</td>
<td>0.00</td>
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<tr>
<td>Note Payable - FIB(6348)</td>
<td>2,555,748.03</td>
<td>2,566,718.21</td>
<td>(10,970.18)</td>
</tr>
<tr>
<td><strong>Total Long Term Liabilities</strong></td>
<td>2,432,748.03</td>
<td>2,443,718.21</td>
<td>(10,970.18)</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>2,621,171.12</td>
<td>2,631,665.05</td>
<td>(10,493.93)</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retained Earnings</td>
<td>18,633,039.06</td>
<td>18,633,039.06</td>
<td>0.00</td>
</tr>
<tr>
<td>Net Income</td>
<td>(382,611.12)</td>
<td>(372,366.77)</td>
<td>(10,244.35)</td>
</tr>
<tr>
<td><strong>Total Equity</strong></td>
<td>18,250,427.94</td>
<td>18,260,672.29</td>
<td>(10,244.35)</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES &amp; EQUITY</strong></td>
<td>20,871,599.06</td>
<td>20,892,337.34</td>
<td>(20,738.28)</td>
</tr>
</tbody>
</table>
## Jackson/Teton County Housing Authority
### Profit & Loss by Class
#### December 2019

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Administration</th>
<th>Broadway</th>
<th>Housing Supply</th>
<th>Millward</th>
<th>The Grove</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent Income</td>
<td>0.00</td>
<td>19,500.91</td>
<td>2,700.00</td>
<td>1,465.00</td>
<td>32,935.17</td>
<td>56,601.08</td>
</tr>
<tr>
<td>Total Income</td>
<td>0.00</td>
<td>19,500.91</td>
<td>2,700.00</td>
<td>1,465.00</td>
<td>32,935.17</td>
<td>56,601.08</td>
</tr>
<tr>
<td>Gross Profit</td>
<td>0.00</td>
<td>19,500.91</td>
<td>2,700.00</td>
<td>1,465.00</td>
<td>32,935.17</td>
<td>56,601.08</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>0.00</td>
<td>(108.23)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>(108.23)</td>
</tr>
<tr>
<td>Management Fees</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>3,200.00</td>
<td>3,200.00</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>2,885.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,885.00</td>
</tr>
<tr>
<td>Rent(Ground Lease Fee)</td>
<td>0.00</td>
<td>12,976.34</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>12,976.34</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>0.00</td>
<td>739.50</td>
<td>0.00</td>
<td>0.00</td>
<td>6,213.75</td>
<td>6,953.25</td>
</tr>
<tr>
<td>Taxes &amp; Licenses</td>
<td>0.00</td>
<td>7,364.18</td>
<td>5,931.90</td>
<td>0.00</td>
<td>15,274.44</td>
<td>28,570.52</td>
</tr>
<tr>
<td>Utilities</td>
<td>0.00</td>
<td>535.26</td>
<td>0.00</td>
<td>0.00</td>
<td>2,662.96</td>
<td>3,198.22</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>2,885.00</td>
<td>21,507.05</td>
<td>5,931.90</td>
<td>0.00</td>
<td>27,351.15</td>
<td>57,675.10</td>
</tr>
<tr>
<td><strong>Net Ordinary Income</strong></td>
<td>(2,885.00)</td>
<td>(2,006.14)</td>
<td>(3,231.90)</td>
<td>1,465.00</td>
<td>5,584.02</td>
<td>(1,074.02)</td>
</tr>
<tr>
<td><strong>Other Income/Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>13.33</td>
<td>0.00</td>
<td>0.73</td>
<td>4.16</td>
<td>0.00</td>
<td>18.22</td>
</tr>
<tr>
<td>Other Income</td>
<td>254.12</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>254.12</td>
</tr>
<tr>
<td><strong>Total Other Income</strong></td>
<td>267.45</td>
<td>0.00</td>
<td>0.73</td>
<td>4.16</td>
<td>0.00</td>
<td>272.34</td>
</tr>
<tr>
<td><strong>Other Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Expense</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>9,442.67</td>
<td>9,442.67</td>
</tr>
<tr>
<td><strong>Total Other Expense</strong></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>9,442.67</td>
<td>9,442.67</td>
</tr>
<tr>
<td><strong>Net Other Income</strong></td>
<td>267.45</td>
<td>0.00</td>
<td>0.73</td>
<td>4.16</td>
<td>(9,442.67)</td>
<td>(9,170.33)</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>(2,617.55)</td>
<td>(2,006.14)</td>
<td>(3,231.17)</td>
<td>1,469.16</td>
<td>(3,858.65)</td>
<td>(10,244.35)</td>
</tr>
</tbody>
</table>

For Internal Management Use Only
### Ordinary Income/Expense

<table>
<thead>
<tr>
<th>Income</th>
<th>Admin</th>
<th>Broadway</th>
<th>Hall</th>
<th>Housing Sup</th>
<th>Millward</th>
<th>Rains</th>
<th>The Grove</th>
<th>Wilson Mdws</th>
<th>Wilson Park</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td>0.00</td>
<td>117,005.46</td>
<td>750.00</td>
<td>16,200.00</td>
<td>8,877.50</td>
<td>0.00</td>
<td>194,809.48</td>
<td>1,010.00</td>
<td>825.00</td>
<td>339,477.44</td>
</tr>
</tbody>
</table>

### Gross Profit

<table>
<thead>
<tr>
<th>Expense</th>
<th>Admin</th>
<th>Broadway</th>
<th>Hall</th>
<th>Housing Sup</th>
<th>Millward</th>
<th>Rains</th>
<th>The Grove</th>
<th>Wilson Mdws</th>
<th>Wilson Park</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Expense</td>
<td>17,015.00</td>
<td>90,342.03</td>
<td>0.00</td>
<td>5,931.90</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>181,865.07</td>
</tr>
</tbody>
</table>

### Net Ordinary Income

| Net Ordinary Income           | (17,015.00) | 26,663.43 | 750.00 | 10,268.10 | 8,877.50 | (539.50) | 126,772.84 | 1,010.00    | 825.00      | 157,612.37  |

### Other Income/Expense

<table>
<thead>
<tr>
<th>Other Income</th>
<th>Admin</th>
<th>Broadway</th>
<th>Hall</th>
<th>Housing Sup</th>
<th>Millward</th>
<th>Rains</th>
<th>The Grove</th>
<th>Wilson Mdws</th>
<th>Wilson Park</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Other Income</td>
<td>1,244.85</td>
<td>0.00</td>
<td>0.00</td>
<td>15,644.34</td>
<td>35.27</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>16,924.46</td>
</tr>
</tbody>
</table>

### Net Other Income

| Net Other Income              | 1,244.85 | 0.00  | 0.00 | (479,542.08) | 35.27   | 0.00  | (61,961.53) | 0.00  | 0.00  | (540,223.49) |

### Net Income

| Net Income                    | (15,770.15) | 26,663.43 | 750.00 | (469,273.98) | 8,912.77 | (539.50) | 64,811.31 | 1,010.00    | 825.00      | (382,611.12) |

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For Internal Management Use Only
MEMO

TO: Jackson/Teton County Housing Authority Board
FROM: Housing Department Staff
DATE: January 27, 2020
SUBJECT: Monthly Staff Update

Database – The Housing Department’s database continues to be updated. Several revisions are being done to help staff with tracking data, running reports, etc. It is being linked to our Online Intake Form so that data is easier to track.

SALES AND RENTALS
The chart below shows the rental and ownership units either closed or in the process of being rented or sold since January 1, 2020.

<table>
<thead>
<tr>
<th>Unit</th>
<th>Bedrooms</th>
<th>Total Applicants</th>
<th>Average Points</th>
<th>Selected Household Entries</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 5 Ellingwood</td>
<td>1</td>
<td>15 (6 were ineligible due to employment or income)</td>
<td>5</td>
<td>5 entries Picked on 5</td>
<td>Closed</td>
</tr>
<tr>
<td>Unit 12 Melody Ranch Townhomes</td>
<td>2</td>
<td>12</td>
<td>6</td>
<td>8 entries Picked on 7</td>
<td>Closes Feb. 19</td>
</tr>
<tr>
<td>Unit 7 Raver Condos</td>
<td>1</td>
<td>0</td>
<td>N/A</td>
<td>N/A</td>
<td>For sale by owner for now</td>
</tr>
<tr>
<td>Unit 204 The Grove</td>
<td>2 Plus</td>
<td>6</td>
<td>4</td>
<td>6 entries Picked on 2</td>
<td>Move in March 1</td>
</tr>
<tr>
<td>Unit 306 The Grove</td>
<td>2</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Listed below are the families who have been chosen in drawings this year and have either closed or are in the process of purchasing their new home or moving into a rental.

**Scott Dropinski - Purchase**
- Scott works at the Blue Lion, United Ground Express, and does some self-employment

**Shannon and Jalene Heiner - Rental**
Shannon works at Stitch Upholstery and Jalene works at Blue Spruce Cleaners

**Town and County Employee Housing Programs:** Teton County currently owns 15 housing units that they use to house their employees. The Housing Department has worked with the County on their employee rental units since the program’s inception in 2008. The Housing Department began working with the Town of Jackson on their housing units in May of 2019. They currently have XX units and will add another 26 units this spring. This work includes collecting initial rent and security deposits, tracking rents, inspecting units upon move-out to ensure they are clean and ready for a new tenant, signing leases, and showing units to potential tenants.

**Town of Jackson Employee Rentals 1/1/2020 to present** – 1 unit has been rented to Town employees since January 1st

**Teton County Employee Rentals 1/1/2020 to present** – 2 units are in the process of being rented to County employees since January 1st

**Grove Phase 2 Warranties** – To date, the Grove Phase 2 warranty issues were thought to be resolved, but some final touches to leaking thresholds are being done. This should be completed spring of 2020.

**Grove Phase 1 Lease Renewals** – Requalification of tenants at The Grove will begin in May with lease renewals taking place September 1. This involves collecting employment and income verification from all 20 tenants at The Grove.

**Grove Phase 3 Partnership with Habitat** – The Board of County Commissioners directed the Housing Authority to partner with Habitat for Humanity to construct 24 Affordable housing units at The Grove Phase 3. The County is paying for the construction of the infrastructure (underground utilities, paving, sidewalks, curb/gutter, and the trash/recycling enclosure building). The Housing Department is managing the project. Habitat is constructing the housing units and doing the landscaping. The project is being completed in 3 phases each consisting of 8 housing units. The first phase was completed in spring of 2019. The second phase units and infrastructure have just been completed and will have new owners moving in this February. The landscaping will be completed in the spring. The third phase infrastructure is scheduled to be completed by fall of 2020 with the units and final landscaping completed June of 2021. The Housing Department currently has an RFP out for construction of the phase 3 infrastructure.

**COMPLIANCE:**

**Affordable/Workforce Rental Housing Verification** – The owners of these units are required to annually verify the units are being rented to employees working in Teton County. Recently approved standardized restriction templates are now in use for new units. Qualifying tenants must meet employment (1,560 hours of work per year at a local business), income (must meet the income limit for the unit’s income range), occupancy (must occupy the unit a minimum of 80% of the term), term (a minimum of 6 months), maximum rent (Affordable units only), real estate (no ownership of residential real estate within 150 miles of Teton County). Compliance verifications are done for the rental housing units throughout the year.

- Unit 103, Osprey Landing – Owner hired property management to fill vacancy. Property manager will be taking up residency to run their local business. Verification approval pending receipt of the lease.
• Raver Condos/Field Building – Owner previously failed to provide employee housing verifications. Sent default notice. All documents received in January.
• Elk Country Inn – Owner previously failed to provide employee housing verifications. Default notice sent. Documents received in January.
• Gayle Building – Owner previously failed to provide employee housing verifications. Default notice sent. Some documentation received in January. Final verification pending receipt of all documents.
• Ranches at Spring Creek – No update available. Housing will follow up with planning to confirm validity of restriction requirements.

Sunset Clause Releases – Sunset clauses were used during the infancy of the housing program to lessen developers’ concerns that they may not be able to sell restricted units and lots. The sunset clauses allow the restrictions to be lifted after 20 or 30 continuous years of ownership by one owner. A total of 100 units had sunset clauses. 40 have expired. Nine more are expected to expire in 2020. The Housing Department records a Certificate of Release if requested in writing by the owner. To date, a total of 10 releases have been recorded. Four new certificates of release have been requested in January 2020. Three have been recorded and one is pending.

Request to Rent/Leave of Absence – Owners are not allowed to rent their units without approval from the Housing Department. They are required to occupy their units a minimum of 10 months each year. Since January 1, 2020 No new Requests for Rent or Leave of Absence have been received.

Request for Exception – Applicants, tenants, and owners can request exceptions to the Housing Rules and Regulations, which the Housing Manager can grant in unique circumstances. No new Exception Requests have been submitted in 2020. One previously submitted is pending review.

Qualified Mortgage Request – Ownership restrictions on units allow the restrictions to be lifted in the case of foreclosure only if the mortgage meets the definition of a “Qualified Mortgage”. This provision lessens the risk for lenders because they will be getting a market home if they foreclose on a unit. The Housing Authority has the right of first purchase in the case of foreclosure. When a purchase or a refinance is occurring on an ownership unit, the lender can submit a request for the Housing Manager to approve the mortgage as meeting the definition of a “Qualified Mortgage”. Four Qualified Mortgage requests have been received in January 2020. Three have been approved and one is pending receipt of updated documents.

Transfer of Title – There have been no new Transfer of Title requests this year. One Workforce unit will need to complete either a Transfer of Title or Occupancy Agreement due to marriage. One Workforce unit in Teton Village with a Teton County Sheriff Option Workforce unit is expected to be available soon. The Sheriff has the first option to choose someone from his patrol deputies to purchase the unit. If he has nobody who wants it, the Housing Department will do a Weighted Drawing to identify a buyer.

Workforce Ownership Requalification’s – Owners of Workforce units are required to requalify each year for employment (at least one person must be employed a minimum of 1,560 hours per year at a local business), household income (at least 75% from a local business), real estate ownership (nobody in the household may own any residential real estate within 150 miles of Teton County), and occupancy (all members of the household must occupy the unit a minimum of 10 months each year). Requalification’s are requested in the fourth quarter of the year and completed in the first quarter of the next year. Four Workforce Units failed to provide requalification documentation. Each owner was mailed a Default...
Notice. Two owners cured the default. One owner has a deadline of 2/1/20 to remedy. One unit was recently in the weighted drawing for sale. No applications were received for this unit. The Housing Department is working with the owner to determine next steps.

Affordable Check-Ins – Affordable units that have sold or have been built after June 4, 2018 are required to complete check-ins with the Housing Department each year. Owners must verify employment (at least one person must be employed a minimum of 1,560 hours per year at a local business), occupancy (the household must occupy the unit a minimum of 10 months per year), and real estate ownership (no member of the household may own residential real estate within 150 miles of Teton County). One affordable unit failed to provide check-in documentation until recently. Approval verification is pending review.

Proof of Insurance – A review of coverage is scheduled for February. When owners purchase a restricted unit, the bank only requires insurance coverage for the loan amount. The Housing Department is doing a comprehensive review to make sure owners have enough insurance to cover full replacement cost of the unit. Many restricted units’ replacement costs far exceed the purchase price/loan amount.

Violations – Waiting on information from the HOA Board regarding Millward Redevelopment (Other Structures). One new complaint received 1/23/2020. This complaint mirrored a complaint previously submitted in July of 2019. At that time, the Homeowner received a rental approval until 8/2020. The 2020 complaint included a report of more dogs than allowed by the declarations. Complaint has been turned over to the HOA Board per the compliance and enforcement section of the Declaration of Condominium (CCRs).

Online Systems – Requalification documentation can now be uploaded all online. Eventually, we will also be able to allow people to enter a drawing online. This is more complicated because documentation must be approved before a drawing is entered. To make re-qualification easier for owners, staff has given greater priority to the compliance side of online verification.

Spanish-Language Outreach
Most Housing Department documents have been translated into Spanish. We are also working on translating the How to Sell and How to Buy booklets. The How to Buy booklet is currently under final review by Patti Rocha at the Teton County Library. We have partnered with Habitat for Humanity to give housing information presentations to employees of various local companies. Habitat has helped us translate those presentations into Spanish and has provided staff to answer questions in Spanish. We have also added Spanish translations to all our weighted drawing e-mail and text notifications by utilizing google translate.

Housingjh.org – the Housing Action plan states that we coordinate access to housing opportunities. Staff has been partnering with Teton Habitat, One 22, and the Housing Trust, to begin working on “housingjh.org”, a “one stop shop” for Jackson housing resources. The domain name has been reserved, and One 22 has agreed to assist with Spanish translations. This project has been on hold due to staff capacity. It will be included in the FY21/21 Work Plan.

Homeowner Spotlights – Homeowner spotlights are posted on the jhaffordablehousing.org website. They include pictures, short bios, and quotes from some of our new homeowners. Please visit our website here to see our Homeowner Spotlights.
**Housing Portfolio** – The Deed Restricted Housing Portfolio is a booklet containing information on deed restricted housing in Teton County. This will be released by June 2020.

**Housing Nexus Study** – The Housing Department has released an RFQ for consultants to help with a new Housing Nexus Study. The study should be done every 5 years to provide a legal nexus for the community’s Housing Standards in the Land Development Regulations. It has been 7 years since the last one was done. You can read more about this RFQ online [here](#).

**Budget**– The County’s budget season is upon us. The Housing Department is required to submit the final budget request to the County on February 20th, 2020. This will include the Housing Authority’s Budget. A Special Meeting will need to be held prior to 2/20 for the Housing Authority to approve the Housing Authority budget prior to County consideration.
December 16, 2019
Sent Via E-mail

Jackson/Teton County Housing Authority
Attn: Stacy Stoker sstoker@tetoncountywy.gov
Billi Jennings bjennings@tetoncountywy.gov

Re: Colby Sandoval Rental Lease Agreement

Dear Ms. Stoker and Ms. Jennings:

I represent Colby Sandoval, who currently has a Rental Lease Agreement with the Jackson/Teton County Housing Authority. Mr. Sandoval lives at one of the Grove units and has for some time. He recently renewed his lease on August 28, 2019, as evidenced by the enclosed Rental Lease Agreement executed by Mr. Sandoval and Ms. Stoker. He informed me that his dishwasher broke at the end of October, but that there seems to be some confusion as to who is responsible for the cost to repair the dishwasher. The purpose of this correspondence is to resolve that issue so that my client has a functioning dishwasher as soon as possible.

The Rental Lease Agreement executed by the parties states in Section 11 that “All repairs, replacements, and maintenance required on the Premises costing less than $25.00 (in any given calendar month, e.g., replacement of light bulbs), shall be made or paid for by Tenant.” It further states that, “Major maintenance and repair of the leased Premises not due to Tenant’s misuse, waste, or neglect or that of Tenant’s employee, family, agent, or visitor, shall be the responsibility of Owner or Property Management.”

It is my understanding that the cost to repair or replace the dishwasher is greater than $25.00, and that the dishwasher in Mr. Sandoval’s unit did not stop working due to his own misuse or neglect or that of any of his family or visitors, etc. Therefore, it is not Mr. Sandoval’s responsibility to pay for that repair or replacement of the dishwasher.

I see that this particular issue was addressed at the October 2 board meeting, and that ”the Board directed staff to pay for replacement of appliances when they cannot be repaired or when cost to repair is more than cost to replace.” This seems to contradict the language in the signed Agreement as stated above. Based on the language in the Agreement, I expect that the dishwasher will be fixed or replaced in a timely manner at either the owner or property
management company's expense, and not my client's. If the owner or property manager does not intend to repair or replace the dishwasher, please contact me so that we can further discuss.

Sincerely,
Mannen Browne LLC

Katherine M. Mannen

Enclosures
cc: Client
RENTAL LEASE AGREEMENT
FOR THE GROVE

This Rental Lease Agreement ("Agreement") is made effective this 28th day of August, 2019, by and between Jackson/Teton County Housing Authority, P.O. Box 714, Jackson, Wyoming 83001, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to Wyoming Statute §15-10-115, (hereinafter referred to as "JTCHA" and/or "Owner") and Colby Sandoval, P.O. Box 8697 Jackson, Wyoming, 83002 (hereinafter referred to as "Tenant(s)").

RECITALS

WHEREAS, JTCHA owns property located at 250 Scott Lane, Jackson, Wyoming, in Teton County, Wyoming, (hereinafter referred to as the "Grove"), consisting of twenty (20) residential rental units, which shall be made available to persons who reside in Teton County, Wyoming, and shall be rented out on a yearly basis for purposes of meeting the affordable rental needs of the community in Teton County, Wyoming; and

WHEREAS, the JTCHA Board has determined that a Property Management company, will be responsible for managing this lease Agreement and will be responsible for maintaining and repairing these rental units located at the Grove; and

WHEREAS, the Jackson Town Council and the Teton County Board of County Commissioners have adopted Rental Rules and Regulations, which govern the eligibility of Tenants to reside and utilize the residential rental units, (the "Premises,") at the Grove, which are attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Jackson/Teton County Affordable Housing Department provides management services and assistance on behalf of the JTCHA on these Grove rental units.

WHEREAS, the Jackson/Teton County Affordable Housing Department has determined that upon application and consideration, the Tenant complies with and has met all the requirements of the Rental Rules and Regulations and is therefore eligible as a Qualified Household to rent a unit at the Grove;
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.

AGREEMENT

1. LEASE OF PREMISES/TERM. By this Agreement, the Owner leases to the Tenant the unfurnished premises situated the Grove, Unit #203, together with all appurtenances (the “Premises”) for a Twelve (12) month term beginning on September 1, 2019.

The Owner and Tenant may renew the lease at the end of the Twelve (12) month term upon the Tenant(s) making application and re-qualifying within thirty (30) days prior to expiration of the current lease term, in accordance with the Rental Guidelines, which are attached hereto and incorporated herein as Exhibit A. Notwithstanding the foregoing, if tenant desires to terminate the lease before the expiration of the current lease term, tenant will be responsible to pay the monthly rent until a new tenant can be identified, move in and begin paying rent.

2. RENT. Tenant agrees to pay the sum of One Thousand Four Hundred Eighty Dollars ($1,480.00) per month as rent for the premises; Rent is to be paid to the Owner and is due on the 5th day of each month and every month thereafter until the Agreement terminates at the end of the term. The parties agree that the monthly rent shall not increase during this twelve (12) month term. In the event rent is not paid to Owner within five (5) days after the due date, Tenant agrees to pay a late charge of Twenty-Five Dollars ($25.00) per day for each day thereafter that the rent is late, due, and remains unpaid.

Said rent includes the following utilities paid by Owner: electricity, sewer, water, and trash removal. Tenant agrees to reimburse the Owner and pay for all utility costs for the Unit, if the Tenant's utilities' costs are deemed and assessed by the Owner to be more than five percent (5%) above the average monthly usage of a Unit of the same or similar square footage.

Rental rates are based on the Median Family Income as calculated annually by HUD for Teton County and are calculated as 30% of the low end of the income range of which the tenant’s household income fits. The income ranges are 0 – 50%, 50% - 80%, 80% - 120% of Median Family Income. The rent is being adjusted incrementally over a four (4) year period beginning at time of lease renewal 2018. Rental rates will be reviewed by the JTCHA and the Jackson/Teton
County Affordable Housing Department annually. Rental rates may increase or decrease due to changes in the Median Family Income.

In the case a rent payment comes back to the Owner with Insufficient Funds in the account to cover the payment, a $30.00 fee will be charged to the tenant along with the daily $25.00 per day late fee per this Section 2.

3. **DAMAGE DEPOSIT.** On execution of this Agreement, Tenant has deposited with Owner One Thousand Two Hundred Seventy-Five Dollars ($1,275.00) as a security deposit, which shall secure the faithful performance by Tenant of the terms of this Agreement. Owner may but shall not be obligated to apply all or a portion of said deposit because of Tenant’s obligations under this lease.

All damage and/or other deposits are subject to deduction or forfeiture for: unpaid rent, late payments, return check charges, damage to the unit or its contents, smoke or stain removal, unpaid utility charges, administrative charges, subletting fees, fees charged for early termination of lease, collection costs, and cleaning charges for all applicable items, including failure to have carpets professionally steam cleaned.

Owner or Property Management shall have the right to inspect the premises at the termination or surrender of the lease and may withhold and keep a portion or all of the damage deposit, if damage to the Premises is determined after inspection by Owner or Property Management to be greater than normal wear and tear of the Premises by the Tenant and was additionally not a “Condition of Premises” as is required herein in Paragraph 6, to be noted by the Tenant prior to occupancy.

It is understood that the security deposit will be held by Landlord for the full term of this Lease or any extension thereof.

Any balance of the damage deposit remaining minus cleaning expenses and repairs at the expiration or earlier termination of this Agreement shall be returned to Tenant within sixty (60) days after termination of the Lease or surrender and acceptance of the Premises or within fifteen (15) days after receipt of Tenant’s new mailing address, whichever last occurs. Such Security Deposit shall not bear interest and may be commingled with Owner funds without penalty to either party. **The security deposit shall not constitute prepaid rent.** Notwithstanding such security deposit, Tenant shall be liable for and agrees to reimburse and pay Owner for all damage to the Premises or costs to repair the Premises, which exceeds the amount of the deposit.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant
exclusively as a residential rental unit. No part of the Premises shall be used at any time for carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, and the sidewalks connected to the premises, during the term of this Agreement. Tenant shall place no additional locks on any doors or windows to the Premises. If Tenant desires to install any additional locks or security measures, Tenant must have written authorization by Owner to install such lock. Subsequent to obtaining Owner's authorization, in the event any lock is installed, a key or code thereto shall be concurrently provided to Owner and Property Management at the time of installation and updated upon any change to locks or codes.

5. QUALIFIED HOUSEHOLD OCCUPANTS. Tenant agrees that the Premises shall be occupied by the Qualified Household, which includes the Tenant(s) and any family members of Tenant(s), who were included in and qualified as part of the Household, for a total occupancy of two (2). No other occupants can occupy the Premises without the prior, express, written consent of Owner, with the exception that guests are allowed without prior approval from Owner for a one-week period (7 days), once every three (3) months during the twelve-month lease term of the Agreement. Any guest of the Tenant which occupies the Premises for more than a one-week period (7 days), during a three (3) month time frame for the duration of the lease term, must be pre-approved and authorized by Owner.

6. CONDITION OF PREMISES. Tenant stipulates to inspecting the Premises, specifically the Tenant's unit and deck and any other area to be occupied and/or used by the Tenant as included with the rental of the residential unit, and at the time of this Lease Agreement, are in good order, good repair, safe, sanitary, clean, and tenantable condition, except for the following (complete the New Tenant walkthrough sheet attached hereto as Exhibit A):

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease or sublet any portion of the Premises or any rooms of the Premises to any other persons.

8. ALTERATIONS. Tenant shall make no alterations to the Premises or construct any building or make other improvements on the premises without the prior, express, and written consent of Owner. Tenant shall not paint the interior walls of the Premises. All alterations, changes, and improvements built, constructed, or placed on the premises by Tenant, except for fixtures removable without damage to the premises and movable personal property, shall, unless
otherwise provided by written agreement between Owner and Tenant, be the property of Owner and remain on the premises at the expiration or earlier termination of this lease. Tenant shall not install or place any type of satellite dishes or antennas on the Premises, roof, railings, and/or decks.

9. DANGEROUS MATERIALS. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

10. OTHER UTILITIES. Tenant shall be responsible for arranging and paying for telephone, cable television, and internet, on the premises. Tenant shall not install or place any type of satellite dishes or antennas on the Premises, roof, railings, and/or decks.

Owner or Property Management shall have the right to interrupt any or all said services when may be necessary by reason of accident, repairs, emergencies, alterations or improvements, desirable or necessary to be made in Owner or Property Management's judgment. Neither Owner nor Property Management shall have any liability to Tenant for any damage to Tenant or Tenant's property due to breakage, leaking, freezing, explosion, or other defect in any plumbing, wiring, or utility connection or service of any kind.

11. MAINTENANCE AND REPAIR. Tenant shall, at Tenant’s expense, keep and maintain the Premises, which is the residential rental unit, and includes all appliances provided with the unit, which also includes a washer and dryer, and the areas outside the Premises, including but not limited to the deck area, in a clean and safe, sanitary condition and repair the Premises as required during the term of this lease Agreement and any holdover or renewal of this lease. The Tenant is responsible for disposing of all garbage and other waste in a clean and safe manner.

Tenant shall be solely responsible for performing all snow removal from the Unit's associated deck, as may be necessary and required, during a twenty-four (24) time period. Owner is responsible for the snow removal of the following areas: parking lot, includes parking spaces, and all common areas at the Grove.

Tenant at his/her own expense, is responsible for maintaining an adequate level of heat in the premises at all times to prevent water pipes from freezing, changing the batteries in the Smoke/Fire alarms and ensuring their proper functioning, replacing light bulbs and maintaining the appliances in good, safe working condition.
Property Management is responsible for maintaining the Premises on behalf of Owner and should be contacted in any event, whether emergency or non-emergency, during working hours or after hours.

CONTACT INFORMATION: Monday – Friday during the hours from 9 am to 5 pm, call Property Management at: (307) 733-1684. If after hours call the emergency line at: (307) 733-1684 and dial 0 or email kelsey@mpm.com.

All repairs, replacements, and maintenance required on the Premises costing less than $25.00 (in any given calendar month, e.g., replacement of light bulbs), shall be made or paid for by Tenant.

Notwithstanding the foregoing, Tenant shall, at Tenant’s sole expense, make all required repairs to the Premises whenever damage shall have resulted from Tenant’s misuse, waste, or neglect or that of Tenant’s employee, family, agent, or visitor. Major maintenance and repair of the leased Premises not due to Tenant’s misuse, waste, or neglect or that of Tenant’s employee, family, agent, or visitor, shall be the responsibility of Owner or Property Management. The Owner has sole authority to determine whether the damage to the Premises was the result of the Tenants.

12. INSPECTIONS OF PREMISIS BY OWNER: The tenants shall allow the Jackson/Teton County Affordable Housing Department access to the unit in March and September of each year, to perform routine inspections of the interior of the unit.

13. PARKING. Parking is shared by all Tenants of the Grove and shall not be assigned or otherwise designated to a Tenant. Tenant shall park no more than one (1) vehicle on the Premises, including vehicles of visitors or guests. All excess vehicles, including but not limited to trailers, boats, snowmobiles, or other such motorized vehicles or other recreational vehicles, must be parked and stored off Premises at the Tenant’s sole expense. Owner shall not be liable for any damage to Tenant's vehicles, this includes vehicles of visitors and guests.

14. PETS / NO SMOKING. Tenant shall keep no pets, domestic animals, or any other animal on or about the leased Premises, which includes and prohibits any pets of visitors or guests. Only upon written request by Tenant to Owner and upon prior authorization by the Owner, Owner may grant reasonable accommodation to a Tenant for an approved and necessary assistance animal, which shall be in accordance with the laws. No smoking shall be allowed on the Premises, which includes and prohibits smoking on Tenant's outdoor decks, and/or all common space of the Grove.
15. RIGHT OF INSPECTION. Upon twenty-four (24) hours’ notice, or immediately in the event of an emergency, Owner, Property Management, and/or its agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the premises for inspecting the premises and all building and improvements on the premises.

16. SURRENDER OF PREMISES. At the expiration or termination of the lease Agreement, Tenant shall quit and surrender the premises in as good a state and condition as the unit was at the commencement of this lease, normal wear and tear excepted. Upon termination of the lease Agreement, the Tenant shall remove all property and garbage either owned or placed on the Premises of the residential unit or deck by the Tenant or guests of the Tenant prior to termination of the lease Agreement and shall clean the unit to the condition at the beginning of the rental agreement. Any property of the Tenant's remaining within the unit after termination of the lease Agreement shall be deemed valueless and abandoned, further Owner may remove any remaining valuable property of the Tenant's and dispose of it in accordance with Wyoming law.

17. DEFAULT. If any default is made in the payment of rent, or any part of the rent, at the times specified in this lease, then the lease, at the option of Owner, shall terminate and be forfeited, and Owner may reenter the premises and remove all persons from the premises. Tenant shall be given written notice of any such default. Termination and forfeiture of the lease shall not result if, within thirty (30) days of receipt of the notice, Tenant has corrected the default. If any default is made in the performance of or compliance with any other term or condition of this lease, then the lease, at the option of Owner, shall terminate and be forfeited, upon thirty (30) days’ written notice and Owner may reenter the premises and remove all persons from the premises.

18. EVICTION. In the case where tenant has not complied with a default notice according to Section 17 of this lease, Owner will begin the eviction process. The eviction process will be according to Wyoming State Law.

19. QUIET ENJOYMENT. The tenant may live in and use the apartment without interference subject to this lease. The tenant may not disturb annoy, endanger or inconvenience other tenants of the building or neighbors nor use the premises for any immoral or unlawful purposes, nor commit waste or nuisance upon or about the premises.

20. ILLEGAL ACTIVITY. The tenant, any members of the tenant’s household or a guest or other person under the tenant’s control shall not:
a. Engage in illegal activity, including drug-related illegal activity, on or near the premises. “Drug-related illegal activity” means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or possession of drug paraphernalia.

b. not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.

c. not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.

d. not engage in the manufacture, sale or distribution of illegal drugs at any locations whether on or near the dwelling unit premises or otherwise.

e. not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this lease that jeopardizes the health, safety or welfare of the Landlord, their agents or tenants.

Any violation including a single violation of the provisions in this Section 20 shall be a Material violation of this lease and good cause for termination of tenancy.

21. INSURANCE. Owner will provide hazard and liability insurance for the units. Owner is not responsible for replacement of tenant’s personal property in the case of any type of damage or loss. Tenant is strongly encouraged to purchase Renter’s Insurance to cover replacement of personal property.

22. ABANDONMENT. If at any time during the term of this lease Tenant abandons the premises or any part of the premises, Owner may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at Owner’s discretion, as agent for Tenant, relet the premises, or any part of the premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Owner’s option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Owner by means of the reletting. If Owner’s right of reentry is exercised following abandonment of the premises by Tenant, then Owner may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Owner may dispose of all such personal property in any manner Owner shall deem proper and in accordance with Wyoming law and is relieved of all liability for doing so.
23. **BINDING EFFECT.** The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties. All covenants are to be construed as conditions of this lease.

24. **SEVERABILITY** If any term of this Lease is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect: and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

25. **GOVERNING LAW.** This lease Agreement shall be governed by, construed, and enforced in accordance with the laws of Wyoming.

26. **TIME OF THE ESSENCE.** It is specifically declared and agreed that time is of the essence of this lease agreement.

27. **ATTORNEY’S FEES.** Upon a legal action being filed in relation to this lease Agreement, whether initiated by the Owner or the Tenant, the Tenant hereby agrees to pay for all of the Owner’s attorney’s fees and/or any other legal costs incurred by the Owner, which are associated with defending or prosecuting such legal action, regardless of the prevailing party or the final outcome of the lawsuit.

28. **ENTIRE AGREEMENT.** This lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

29. **MODIFICATION OF AGREEMENT.** Any modification of this lease Agreement or additional obligation assumed by either party in connection with this lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

30. **NOTICES.** Any notice required or permitted under this Agreement or pursuant to Wyoming law shall be given in writing, and served upon the other party by certified mail by U.S. mail, at the following respective addresses, or may
be provided to the other party in person or posted on the Premises, and shall be consistent with Wyoming law:

**OWNER'S ADDRESS:**

Jackson/Teton County Housing Authority  
P.O. Box 714  
Jackson, WY 83001  
307-732-0867

**TENANT'S ADDRESS/PHONE:**

Colby Sandoval  
P.O. Box 8697  
Jackson, WY 83002  
307-413-1231 307-699-7592  
colbylsandoval@gmail.com

31. NON-LIABILITY OF OWNER AND INDEMNITY BY TENANT. Tenant shall not hold nor attempt to hold Owner, or any of Owner's agents or servants liable for injury or damage to persons or property, either proximate or remote no matter how occasioned, or for injury or damage arising from the acts or any owners or occupants of adjoining property, or for any injury resulting from the negligence of the Owner or any of Owner's agents, or of any other Tenants, and Tenants hereby waive the right to collect any and all damages from Owner which may be suffered thereby. Tenant hereby indemnifies, defends, and holds harmless Owner from and against every demand, claim, cause of action, judgment and expense and from all loss and damage arising out of any injury or damage to any person or property occurring in, on or about the Premises.

Owner shall not be liable or responsible for loss or damage to Tenant's personal possessions or belongings and recommends Tenant obtain Renter's Insurance.

32. GOVERNMENTAL IMMUNITY. Owner does not waive its governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyoming Statute §1-39-104(a) and all other applicable Wyoming laws.

33. HOLDOVER. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of the lease without Owner's prior written consent, which consent may be withheld in Owner's sole and absolute discretion. If Tenant retains possession of any part of the Premises after the term, Owner may terminate such tenancy upon ten (10) days written notice to Tenant. No acceptance of rent or other payments by Owner under these holdover provisions shall operate as a waiver of Owner's right to regain possession or any other of Owner's remedies.
34. TENANT. The term "Tenant" as used herein shall include the Qualified Household, which includes the party executing this Agreement as Tenant, and may include if part of Qualified Household, his or her spouse and children, and any other persons occupying the Premises with the approved permission of Owner, and the obligations imposed upon Tenant under this Agreement shall be joint and several, and the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy of this lease, including but not limited to any renewal, extension, expiration, termination or modification of this Agreement, shall be binding on each and all of such persons with the same force and effect as if each and all of them has so acted or so given or received such notice or refund or so signed.

APPROVAL AND EXECUTION

OWNER:

JACKSON/TETON COUNTY HOUSING AUTHORITY

Stacy Stocker, Housing Manager

8-28-19

Date

TENANT(S):

Colby Sandoval

07/06/2019

Date
RENTAL LEASE AGREEMENT  
FOR THE GROVE

This Rental Lease Agreement ("Agreement") is made effective this ___ day of Date, by and between Jackson/Teton County Housing Authority, P.O. Box 714, Jackson, Wyoming 83001, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to Wyoming Statute §15-10-115, (hereinafter referred to as "JTCHA" and/or "Owner") and Tenant(s), Tenant Address (hereinafter referred to as "Tenant(s)").

RECITALS

WHEREAS, JTCHA owns property located at 250 Scott Lane, Jackson, Wyoming, in Teton County, Wyoming, (hereinafter referred to as the "Grove"), consisting of twenty (20) residential rental units, which shall be made available to persons who reside in Teton County, Wyoming, and shall be rented out on a yearly basis for purposes of meeting the affordable rental needs of the community in Teton County, Wyoming; and

WHEREAS, the JTCHA Board has determined that a property management company, will be responsible for managing this Agreement and will be responsible for maintaining and repairing these rental units located at the Grove; and

WHEREAS, the Jackson Town Council and the Teton County Board of County Commissioners have adopted the Jackson/Teton County Housing Department Rules and Regulations ("Housing Rules and Regulations"), which govern the eligibility of Tenants to reside and utilize the residential rental units, (the "Premises," at the Grove, which are attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Jackson/Teton County Affordable Housing Department provides management services and assistance on behalf of the JTCHA on these Grove rental units; and

WHEREAS, the Jackson/Teton County Affordable Housing Department has determined that upon application and consideration, Tenant complies with and has met all the requirements of the Rental Rules and Regulations and is therefore eligible as a Qualified Household to rent a unit at the Grove.

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.

AGREEMENT

1. LEASE OF PREMISES/TERM. By this Agreement, the Owner has approved Tenant as a Qualified Household in accordance with the Housing Rules and Regulations and therefore leases to the Tenant the unfurnished premises situated at the Grove, Unit #____, together with all
appurtenances (the “Premises”) for a Term beginning on Date.

Owner and Tenant may renew this Agreement at the end of the Term upon the Tenant(s) making application and re-qualifying within thirty (30) days prior to expiration of the current lease term, in accordance with the Housing Rules and Regulations, which are attached hereto and incorporated herein as Exhibit A. Notwithstanding the foregoing, if Tenant desires to terminate this Agreement before the expiration of the current term, Tenant will be responsible to pay the monthly rent until a new tenant is identified, physically moves in the Unit, and begins paying rent.

2. RENT. Tenant agrees to pay the sum of Rental Amount Dollars ($xxxx.xx) per month as rent for the Premises; Rent is to be paid to Owner and is due on the 5th day of each month and every month thereafter until the Agreement terminates at the end of the term. The parties agree that the monthly rent shall not increase during this twelve (12) month term. In the event rent is not paid to Owner within five (5) days after the due date, Tenant agrees to pay a late charge of Twenty-Five Dollars ($25.00) per day for each day thereafter that the Rent is late, due, and remains unpaid.

Said Rent includes the following utilities paid by Owner: electricity, sewer, water, and trash removal. Tenant agrees to reimburse the Owner and pay for all utility costs for the Unit, if the Tenant’s utilities' costs are deemed and assessed by the Owner to be more than five percent (5%) above the average monthly usage of a Grove Unit of the same or similar square footage.

Rental rates are based on the Median Family Income as calculated annually by the United States Department of Housing and Urban Development for Teton County, Wyoming and are calculated as 30% of the low-end of the income range for which the unit is designated. The income range for this unit is 80% - 120% of Median Family Income. Rental rates will be reviewed by the JTCHA and the Jackson/Teton County Affordable Housing Department annually. Rental rates may increase or decrease due to changes in the Median Family Income.

In the case a rent payment comes back to the Owner due to insufficient funds in Tenant’s bank account to cover the payment, a $30.00 fee will be charged to the Tenant in addition to the $25.00 per day late fee per this Section 2.

3. DAMAGE SECURITY DEPOSIT. On execution of this Agreement, Tenant has deposited with Owner Security Amount Dollars ($xxxx.xx) as a Security Deposit. Owner may, but shall not be obligated, to apply all or a portion of said Security Deposit because of Tenant’s obligations under this lease.

All Security Deposits damage and/or other deposits are subject to deduction or forfeiture for: unpaid rent, late payments, return check charges, damage to the unit or its contents, smoke or stain removal, unpaid utility charges, administrative charges, subletting fees, fees charged for early termination of lease, collection costs, and cleaning charges for all applicable items, including failure to have carpets professionally steam cleaned.

Owner or the property management company shall have the right to inspect the premises at the termination or surrender of this Agreement and may withhold and keep a portion or all of the Security Deposit, if damage to the Premises is determined, at its sole discretion, after inspection.

Commented [LC1]: But not within the twelve months of this Agreement – i.e. not this term?

Commented [SS2R1]: Correct. Not this term.

Commented [LC3R1]: So then this should come out—or at least the word “increase” should because it will NOT increase (I guess it could decrease though).

Commented [LC4]: Is there a “damage deposit”? “Other deposits”?

If not, this should just be “security deposit” so it is clear exactly what the department may base its deductions on.

Commented [SS5R4]: This is the only deposit. Should we change the heading to Security Deposit?

Commented [LC6R4]: Yes – and change all the appearance of “deposits” “other deposits” etc. There is only one deposit and that sole phrase should be used.
by Owner or the property management company to be greater than normal wear and tear of the Premises by the Tenant and was not, as set forth in Paragraph 6, a “Condition of Premises” noted by the Tenant within seven (7) days of execution of this Agreement.

It is understood that the Security Deposit will be held by Owner for the full term of this Agreement and any extension thereof.

Any balance of the Security Deposit remaining, minus cleaning expenses and repairs, at the expiration or earlier termination of this Agreement shall be returned to Tenant within sixty (60) days after termination of the Agreement or surrender and acceptance of the Premises or within fifteen (15) days after receipt of Tenant’s new mailing address, whichever last occurs. Such Security Deposit shall not bear interest and may be commingled with Owner funds without penalty to either party. The Security Deposit shall not constitute prepaid rent. Notwithstanding such Security Deposit, Tenant shall be liable for and agrees to reimburse and pay Owner for all damage to the Premises or costs to repair the Premises, which exceeds the amount of the Security Deposit.

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a residential rental unit. No part of the Premises shall be used at any time for carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, and the sidewalks connected to the premises, during the term of this Agreement. Tenant shall place no additional locks on any doors or windows to the Premises. If Tenant desires to install any additional locks or security measures, Tenant must obtain the written authorization of Owner prior to installation such lock or security measure(s). Subsequent to obtaining Owner’s authorization, in the event any lock or security measure(s) is installed, a key or code thereto shall be concurrently provided to Owner and the property management company at the time of installation and updated upon any change to locks or codes.

5. QUALIFIED HOUSEHOLD OCCUPANTS. Tenant agrees that the Premises shall be occupied by the Qualified Household, which includes the Tenant(s) and any family members of Tenant(s), who were included in and qualified as part of the Household. Total occupancy shall not exceed two (2) occupants. No other occupants can occupy the Premises without the prior, express, written consent of Owner, with the exception that guests are allowed without prior approval from Owner for a one-week period (7 days), once every three (3) months during the twelve-month term of the Agreement. Any guest of the Tenant which occupies the Premises for more than a one-week period (7 days), during a three (3) month time frame for the duration of the lease term, must be pre-approved and authorized by Owner.

6. JOINT AND SEVERAL LIABILITY. Each Tenant is jointly and individually liable for all Lease Agreement obligations, including but not limited to rent monies. If any Tenant, guest, or occupant violates the Lease Agreement, all Tenants are considered to have violated the Lease Agreement. Owner’s requests and notices to any one Tenant constitute notice to all Tenants and occupants. Notices and requests from any one Tenant or occupant (including repair requests and entry permissions) constitute notice from all Tenants. In eviction suits, each Tenant is considered the agent of all other Tenants in the Premise for service of process.
67. CONDITION OF PREMISES. Tenant stipulates to inspecting the Premises, specifically the Tenant’s unit and deck and any other area to be occupied and/or used by the Tenant as included with the rental of the residential unit, and stipulates that, at the time of execution of this Agreement, all are in good order, good repair, and in a safe, sanitary, clean, and tenantable condition, except for the following items and areas listed on the New Tenant Walk-Through Sheet attached hereto, and made a part hereof, as Exhibit B.

78. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease or sublet any portion of the Premises or any rooms of the Premises to any other persons.

89. ALTERATIONS. Tenant shall make no alterations to the Premises or construct any building or make any improvements on the Premises without the prior, express, and written consent of Owner. Tenant shall not paint the interior walls of the Premises. All alterations, changes, and improvements built, constructed, or placed on the premises by Tenant, except for fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Owner and Tenant, be the property of Owner and remain on the Premises at the expiration or earlier termination of this Agreement. Tenant shall not install or place any type of satellite dishes or antennas on the Premises, roof, railings, and/or decks.

910. DANGEROUS MATERIALS. With the exception of gas barbecue grills, Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

110. OTHER UTILITIES. Tenant shall be responsible for arranging and paying for telephone, cable television, and internet, on the Premises. Tenant shall not install or place any type of satellite dishes or antennas on the Premises, roof, railings, and/or decks.

Owner or the property management company shall have the right to interrupt any or all said services at such time as may be necessary by reason of accident, repairs, emergencies, alterations or improvements, desirable or necessary to be made in Owner or the property management company’s judgment. Neither Owner nor the property management company shall have any liability to Tenant for any damage to Tenant or Tenant’s property due to breakage, leaking, freezing, explosion, or other defect in any plumbing, wiring, or utility connection or service of any kind.

11. MAINTENANCE AND REPAIR. Tenant shall, at Tenant’s expense, keep and maintain the Premises, which is the residential rental unit, and includes all appliances provided with the unit, which also includes a washer and dryer, and the areas outside the Premises, including but not limited to the deck area, in a clean, safe, and sanitary condition and repair the Premises as required during the term of this lease Agreement and any holdover or renewal terms or periods of this lease. The Tenant is responsible for disposing of all garbage and other waste in a clean and safe manner, such as, at Tenant’s sole expense, for customary rental unit maintenance and, including but not limited to, and lights, heating and cooling system filters, and unit entrance keypad batteries.
Tenant shall be solely responsible for performing all snow removal from the Unit’s associated deck, as may be necessary and required. Snow must be removed within twenty-four (24) hours of the snow fall event. Owner is responsible for the snow removal of the following areas: parking lot, includes parking spaces, and all common areas at the Grove.

Tenant, at Tenant’s sole expense, is responsible for maintaining an adequate level of heat in the Premises at all times to prevent water pipes from freezing.

Tenant, at Tenant’s sole expense, is responsible for ensuring the smoke/fire alarms in their unit are functioning properly at all times.

The Property Management company is responsible for maintaining the Premises on behalf of Owner and should be contacted in any event, whether emergency or non-emergency, during working hours or after hours.

CONTACT INFORMATION: Monday – Friday during the hours from 9 am to 5 pm, call The property management company at: (307) 733-1684. If after hours call the emergency line at: (307) 733-1684 and dial 0 or email kelsey@mpm.com.

Notwithstanding the foregoing, Tenant shall, at Tenant’s sole expense, make all required repairs to the Premises whenever damage shall have resulted from Tenant’s misuse, waste, or neglect or that of Tenant’s employee, family, agent, or visitor. Major maintenance and repair of the leased Premises not due to Tenant’s misuse, waste, or neglect or that of Tenant’s employee, family, agent, or visitor, that is not otherwise specified as Tenant’s responsibility in this Agreement shall be the responsibility of Owner or Property Management. The Owner has sole authority to determine whether the damage to the Premises was the result of the Tenants.

12. MAINTENANCE AND REPAIR

TENANT’S RESPONSIBILITY: Tenant at tenant’s sole expense is responsible for the following:

a. Keeping, maintaining, and repairing the premises and areas outside the premises including but not limited to the deck area, and hallway in a clean, safe and sanitary, condition.

b. Disposal of all garbage and other waste in a safe and sanitary manner on a regular basis so there is no accumulation of garbage, other waste, or smells caused by garbage or waste.

c. Tenant shall, at Tenant’s sole expense, maintain and repair all appliances provided with the unit so that the appliances remain in a functioning condition and are in good, safe working order.

d. Ordinary and general rental unit maintenance and replacement, including but not limited to: light bulbs, smoke/fire detector batteries, refrigerator filters and lights, regular cleaning of dryer lint trap and secondary dryer lint trap.
e. Tenant shall be solely responsible for performing all snow removal from the Unit’s associated
deck, as may be necessary and required. Snow must be removed within twenty-four (24) hours of
the snow fall event. Repair of damage caused due to lack of snow removal will be the
responsibility and expense of Tenant.

f. Performance of all required repairs to the Premises whenever damage shall have resulted from
Tenant’s misuse, waste, or neglect or that of Tenant’s employee, family, agent, or visitor. The
Owner has sole discretion to determine whether the damage to the Premises was the result of
the Tenants.

g. Maintaining an adequate level of heat in the Premises at all times to prevent water pipes from
freezing.

h. Immediately contacting Property Management, during working hours or after hours, in any
event, whether emergency or non-emergency that could cause damage or further damage to the
premises including but not limited to leaks, broken pipes, water overflow, heat or air conditioning
problems, and non-functional or broken doors or windows. Tenant is responsible at Tenant’s sole
 expense for the repair of damage caused by an event that was negligently reported or not
reported to Property Management in a timely manner.

Property Management Contact Information: Mountain Property Management Monday
– Friday during the hours from 9:00 am to 5:00 pm, call (307) 733-1684. If after hours,
call the emergency line at: (307) 733-1684 and dial 0 or email kelsey@mpm.com.

OWNER’S RESPONSIBILITY: Owner, at owner’s sole expense is responsible for the following:

a. Replacement of appliances when costs to repair the appliance exceed the cost to replace the
appliance. Owner may choose at owner’s sole discretion not to replace washers and dryers.

b. Major repairs of the building, and the building’s mechanical systems, not due to Tenant’s
misuse, waste, or neglect or that of Tenant’s employee, family, agent, or visitor, that is not
otherwise specified as Tenant’s responsibility in this Agreement shall be the responsibility of
Owner or Property Management.


d. Regular replacement of entry door keypad batteries.

e. Regular snow removal of common area sidewalks, driveways and parking lot.

f. Regular removal of allowable trash and recycling deposited in the trash/recycling enclosure.
Tenant will be charged for items left in the trash/recycling enclosure not allowed by the Grove
Rules and Regulations. See The Grove Rules and Regulations attached hereto as Exhibit D.

132. INSPECTIONS OF PREMISIS BY OWNER: The Tenants shall allow the Jackson/Teton County
Affordable Housing Department access to the unit typically in the spring and in the fall of each
year, to perform routine inspections of the interior of the unit.
143. PARKING. Parking is shared by all Tenants of the Grove and shall not be assigned or otherwise designated to a Tenant. Tenant shall park no more than one (1) vehicle on the Premises, including vehicles of visitors or guests. Tenants must obtain a parking permit from Property Management prior to parking on the Premises. All excess vehicles and other property, including but not limited to trailers, boats, snowmobiles, or other such motorized vehicles or other recreational vehicles, must be parked and stored off Premises at the Tenant's sole expense. Tenants are prohibited from parking on the premises. Tenants must abide by the Parking Rules and Regulations which are attached hereto as Exhibit C. Owner shall not be liable for any damage to Tenant's vehicles or property, this includes vehicles and property of visitors and guests.

154. PETS / NO SMOKING. Tenant shall keep no pets, domestic animals, or any other animal on or about the leased Premises, which includes and prohibits any pets of visitors or guests. No smoking shall be allowed on the Premises, which includes and prohibits smoking on Tenant's outdoor decks, and/or all common space of the Grove.

165. GROVE RULES AND REGULATIONS. Tenant shall at all times abide by the Grove Rules and Regulations attached hereto as Exhibit D.

176. RIGHT OF INSPECTION. Upon twenty-four (24) hours' notice, or immediately in the event of an emergency, Owner, Property Management, and/or its agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the premises for inspecting the premises and all building and improvements on the premises.

187. SURRENDER OF PREMISES. At the expiration or termination of the lease Agreement, Tenant shall quit and surrender the premises in as good a state and condition as the unit was at the commencement of this lease, normal wear and tear excepted. Upon termination of the lease Agreement, the Tenant shall remove all property and garbage either owned or placed on the Premises of the residential unit or deck by the Tenant or guests of the Tenant prior to termination of the lease Agreement and shall clean the unit to the condition at the beginning of the rental agreement. Any property of the Tenant's remaining within the unit after termination of the lease Agreement shall be deemed valueless and abandoned, further Owner may remove any remaining valuable property of the Tenant's and dispose of it in accordance with Wyoming law.

198. DEFAULT AND COMPILING OF RENT. If any default is made in the payment of rent, or any part of the rent, at the times specified in this Agreement, then the Agreement, at the option of Owner, shall terminate and be forfeited, and Owner may reenter the premises and remove all persons from the premises. Tenant shall be given written notice of any such default. Termination of the lease shall not result if, within thirty (30) days of receipt of the notice, Tenant has corrected the default. If any default is made in the performance of or compliance with any other term or condition of this lease, then the lease, at the option of Owner, shall terminate and be forfeited, upon thirty (30) days' written notice by Owner specifying the non-compliance and indicating the intention of Owner to
terminate the Agreement by reason thereof, Owner may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for ten (10) days thereafter, Owner may, at Owner’s option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity and may immediately terminate this Agreement.

20. EVICTION. In the case where Tenant has not complied with a default notice according to Section 17 of this lease, Owner will begin the eviction process. The eviction process will be accordance to Wyoming State Law.

210. QUIET ENJOYMENT. Tenant may live in and use the unit without interference subject to this Agreement. The Tenant may not disturb annoy, endanger or inconvenience other tenants of the building or neighbors nor use the premises for any immoral or unlawful purposes, nor commit waste or nuisance upon or about the premises.

211. ILLEGAL ACTIVITY. Tenant, any members of the Tenant’s household, and guests or other persons under the Tenant’s control shall not:

a. Engage in illegal activity, including drug-related illegal activity, on or near the premises. “Drug-related illegal activity” means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or possession of drug paraphernalia.

b. Not engage in any act that facilitates illegal activity, including drug-related illegal activity, on or near the said premises.

c. Not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.

d. Not engage in the manufacture, sale or distribution of illegal drugs at any locations whether on or near the Premises.

e. Not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that jeopardizes the health, safety or welfare of the Owner, its agents or tenants.

Any violation, including a single violation, of the provisions in this Section 20 shall be a material violation of this lease and good cause for termination of tenancy.

232. INSURANCE. Owner will provide hazard and liability insurance for the units. Owner is not responsible for replacement of Tenant’s personal property in the case of any type of damage or loss. Tenant is strongly encouraged to purchase Renter’s Insurance to cover replacement of personal property.

233. ABANDONMENT. If at any time during the term of this lease Tenant abandons the premises or any part of the premises, Owner may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at Owner’s discretion, as agent for
Tenant, relet the premises, or any part of the premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Owner’s option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Owner by means of the reletting. If Owner’s right of reentry is exercised following abandonment of the premises by Tenant, then Owner may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Owner may dispose of all such personal property in any manner Owner shall deem proper and in accordance with Wyoming law and is relieved of all liability for doing so.

254. BINDING EFFECT. The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties. All covenants are to be construed as conditions of this lease.

265. SEVERABILITY If any term of this Lease is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect: and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

276. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Wyoming.

287. TIME OF THE ESSENCE. It is specifically declared and agreed that time is of the essence of this lease agreement.

298. ATTORNEY’S FEES. Upon a legal action being filed in relation to this lease Agreement, whether initiated by the Owner or the Tenant, the Tenant hereby agrees to pay for all of the Owner’s attorney’s fees and/or any other legal costs incurred by the Owner, which are associated with defending or prosecuting such legal action, regardless of the prevailing party or the final outcome of the lawsuit.

302a. ENTIRE AGREEMENT. This lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

310. MODIFICATION OF AGREEMENT. Any modification of this lease Agreement or additional obligation assumed by either party in connection with this lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
321. NOTICES. Any notice required or permitted under this Agreement or pursuant to Wyoming law shall be given in writing, and served upon the other party by certified mail by U.S. mail, at the following respective addresses, or may be provided to the other party in person or posted on the Premises, and shall be consistent with Wyoming law:

OWNER’S ADDRESS:
Jackson/Teton County Housing Authority
P.O. Box 714
Jackson, WY 83001
307-732-0867

322. NON-LIABILITY OF OWNER AND INDEMNITY BY TENANT. Tenant shall not hold nor attempt to hold Owner, or any of Owner’s agents or servants liable for injury or damage to persons or property, either proximate or remote no matter how occasioned, or for injury or damage arising from the acts or any owners or occupants of adjoining property, or for any injury resulting from the negligence of the Owner or any of Owner’s agents, or of any other Tenants, and Tenants hereby waive the right to collect any and all damages from Owner which may be suffered thereby. Tenant hereby indemnifies, defends, and holds harmless Owner from and against every demand, claim, cause of action, judgment and expense and from all loss and damage arising out of any injury or damage to any person or property occurring in, on or about the Premises.

Owner shall not be liable or responsible for loss or damage to Tenant’s personal possessions or belongings and recommends Tenant obtain Renter’s Insurance.

343. GOVERNMENTAL IMMUNITY. Owner does not waive its governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyoming Statute §1-39-104(a) and all other applicable Wyoming laws.

354. HOLDOVER. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of the lease without Owner’s prior written consent, which consent may be withheld in Owner’s sole and absolute discretion. If Tenant retains possession of any part of the Premises after the term, Owner may terminate such tenancy upon ten (10) days written notice to Tenant. No acceptance of rent or other payments by Owner under these holdover provisions shall operate as a waiver of Owner’s right to regain possession or any other of Owner’s remedies.

365. TENANT. The term “Tenant” as used herein shall include the Qualified Household, which includes the party executing this Agreement as Tenant, and may include if part of Qualified Household, his or her spouse and children, and any other persons occupying the Premises with the approved permission of Owner, and the obligations imposed upon Tenant under this Agreement shall be joint and several, and the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy of this lease, including but not limited to any renewal, extension, expiration, termination or modification of this Agreement.
shall be binding on each and all of such persons with the same force and effect as if each and all of them has so acted or so given or received such notice or refund or so signed.

376. ACKNOWLEDGMENT. By signing this Lease Agreement, Tenant acknowledges receiving and reading Exhibit A – Housing Rules and Regulations, Exhibit B – Condition of Premises Form, Exhibit C – Parking Rules and Regulations, and Exhibit D – The Grove Rules and Regulations. Tenant understands and agrees to abide by the Qualification Criteria, Parking Rules and Regulations, and Grove Rules and Regulations. Tenant acknowledges and understands that annual renewal of this Agreement will require requalification.

APPROVAL AND EXECUTION

OWNER:

JACKSON/TETON COUNTY HOUSING AUTHORITY

________________________________   ______________________
Stacy Stoker, Housing Manager    Date

TENANT(S):

__________________________________  ______________________
Tenant Signature         Date
FIRST AMENDMENT TO
THE AMENDED AND RESTATED CONDOMINIUM DECLARATION
for
THE GROVE CONDOMINIUM OWNER’S ASSOCIATION
This First Amendment to the Amended and Restated Condominium Declaration for the Grove Condominiums is made this ____ day of _______________, 2020, to be effective on the date of recordation in the land records of Teton County, Wyoming by the JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to W.S. §15-10-116 as amended (the “Declarant”), pursuant to the Condominium Ownership Act, W.S. §§ 34-20-101 et.seq. (the “Act).

- The Declarant recorded the original Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on May 23, 2016 as document # 905162.
- The Declarant recorded the Amended and Restated Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on October 11, 2018 as document # 958072.
- This First Amendment to Amended and Restated Condominium Declaration (“First Amendment”) is being recorded to acknowledge Plat # 1394 which created the Grove Phase III First Filing and to acknowledge Plat # ____________ which creates the Grove Phase III, Second Filing.
- The Grove Phase III First Filing brought buildings A7 and A8 into the Grove as well as additional General Common Elements and Limited Common Elements all as shown on Plat # 1394.
- The Grove Phase III, Second Filing brings buildings A9 and A 10 into the Grove community as well as additional General Common Elements and Limited Common Elements all as shown on Plat # ____________________.
- The property and improvements shown on Plat 1394 and on Plat # _______________ are thereby governed by the Declaration by virtue of this First Amendment.
- GCE-A was a designation used as a placeholder for property not part of a plat, but which will become a General Common Element once platted. The Declaration is amended to specify as much.
- This First amendment is being recorded pursuant to Article XIII of the Declaration which authorizes the Declarant to unilaterally amend the Declaration to bring any provision in to compliance with any governmental statute, rule, regulation, or judicial or agency determination or to satisfy the requirements of any local, state or federal governmental agency.
- Pursuant to the authority provided in Article XIII of the original Condominium Declaration, the Declarant hereby amends the Declaration in order to comply with the requirements of the Town of Jackson and to annex in additional property into the development governed by the Declaration.

NOW THEREFORE:
1. By virtue of this First Amendment, the property and improvements encompasses by Plat # 1394 and Plat # ____________ are hereby incorporated as additional property into the development governed by the Declaration and commonly referred to as The Grove.

2. Section 3.15 of the Declaration is amended to delete the last quotation “GCE-A” from that paragraph and to add the following sentence. “GCE-A is a designation used as a placeholder to show property which is not a General Common Element until platted as such with a designation of “GCE” “GCE-1”, “GCE-2” or “GCE-3” as set forth graphically and in the explanatory tables of Plat # ______________. This First Amendment shall serve to vacate any prior explanatory tables or graphical depictions of GCE-A.

3. Any provision of the Declaration not inconsistent with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this declaration as of the date first written above.

DECLARANT
JACKSON/TETON COUNTY HOUSING AUTHORITY
______________________________
By:__________________________
Its: ________________________

STATE OF WYOMING   )
 ) SS.
COUNTY OF TETON    )

On the ___ day of ___________________________, 2020 the foregoing instrument was acknowledged before my by ________________________, as the Chairman of the Jackson/Teton County Housing Authority.

Witness my hand and official seal

(seal)

______________________________
Notary Public
WARRANTY DEED

Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation, as owner of the building improvements, and Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming, pursuant to W.S. § 15-10-116, as owner of the undivided interest in the underlying real property (together, GRANTORS), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to ________________________, GRANTEE(S), whose address is _____________________________________________, the following described real and personal property, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Unit ___ of the Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson (An Affordable Housing Condominium Subdivision) according to that Plat recorded in the Office of the Teton County Clerk on February ______, 2020 as Plat No. ____________, and as further defined and described in that Amended and Restated Condominium Declaration for the Grove Condominium Owner’s Association recorded in the Office of the Teton County Clerk on October 11, 2018 as Document Number 0958072, and any amendments and supplements thereto, recorded in the Office of the Teton County Clerk of Teton County, Wyoming from time to time.

PIDN: ______________________

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

This instrument may be executed in multiple counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

[Signatures on the Following Page]
Habitat for Humanity of the Greater Teton Area, Inc.

By: Carol Linton
Its: Board President

STATE OF WYOMING )
COUNTY OF TETON )

On this ______ day of February, 2020, before me, the undersigned Notary Public, personally appeared Carol Linton for Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming not for profit corporation, and known to me, or proven by satisfactory evidence, to be Board President of the corporation that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the corporation.

(seal) Notary Public

Jackson/Teton County Housing Authority

By: __________________________
Its: Chair

STATE OF WYOMING )
COUNTY OF TETON )

The foregoing instrument was acknowledged before me this ___ day of February, 2020, by ____________________________, Chair of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116.

(seal) Notary Public