Regular Board Meeting  
Jackson/Teton County Housing Authority  
Teton County Old Library  
320 S. King St.  
Jackson, WY

March 4, 2020  
2:00 P.M.

1. Call to Order
2. Pronouncement of Quorum
3. Public Comment
5. Review of January Financials, & Staff Update
6. Wilson Park Homeowner’s Request – Amendment to Plat
7. Proposed Housing Department Work Plan
8. Grove Lease Revisions and Appliance Repair Limits
9. Grove Unit 204 Lease
10. Critical Services Provider Application – Wyoming Department of Corrections
11. Housing Authority Cash Handling Policy
12. Matters from Staff
13. Matters from Board
14. Adjourn
MEMO

TO: Jackson/Teton County Housing Authority Board
FROM: Stacy Stoker, Housing Manager
DATE: February 25, 2020
SUBJECT: March 4, 2020 Housing Authority Board Agenda

Items 1 – 5 Attachments

- Meeting minutes for 2/5/2020 and 2/20/2020
- January Financials

Item 6. Wilson Park Homeowner’s Request – Amendment to Plat

The Wilson Park development consists of 8 Affordable homes and 6 market homes. One of the Affordable homes is a Habitat home, and the rest are ground leases with the Housing Authority. The market lots have may construct 1 ARU, an outbuilding and fences. The Affordable lots may not construct outbuildings or fences because their backyards are mostly Landscape Area (LSA) that was a requirement of the development. The Affordable homeowners are requesting an amendment to the plat that would allow them to put outbuildings and fences on the lots. An amendment to the plat will require the following:

- Approval from all Landowners (including Housing Authority)
- Application to Teton County for Plat Amendment and FDP Amendment
- Application Fee to Teton County
- BCC Approval
- Hire an Engineering Firm to amend the plat

Key Issues:

1. The required Landscape Surface Ratio (LSR) for the development was 67,613 SF. The development provided 67,712 SF of LSR which exceeded the requirement by 99 SF. This would not be enough to allow each of the Affordable owners to have an outbuilding. An Administrative Adjustment is available in the LDRs based on some unique criteria to reduce the LSR requirement by 20%. Staff discussed this with the Planning Department, and they did not think the Wilson Park Development met the criteria for the Administrative Adjustment.

2. The Final Development Plan indicates that any fencing will be wildlife friendly. It does not talk about where the fencing can be located. The staff report talks about the area behind the homes being open space, which is why fences were not contemplated.

3. An amendment to the DEV application has a fee of $2,500. There could be an option to change a condition of approval, which would cost $500. The planners were not sure if this could be used or not. The amendment to the Plat would be $450 plus technical review fees typically around $400.
Attachments:
- Wilson Park homeowner correspondence
- Wilson Park Plat
- Wilson Park Ground Lease
- Wilson Park Development Permit

Staff Recommendation:
Based on staff’s discussions with the Planning Department, staff recommends denial because the request is unlikely to have the Planning Department’s support. However, if the homeowners still want to apply for the amendment and pay for the required fees, staff recommends allowing them to apply.

Item 7. Proposed Housing Department Work Plan
The annual budget for the Housing Department was submitted to the County on Friday, February 21, 2020. To support the budget, the Housing Department prepares an annual work plan that gives the elected officials an overview of what the Housing Department does and the roles of staff. The workplan is also submitted each year to the Housing Authority Board for review.

Item 8. Grove Lease Revisions and Appliance Repair Limits.
At the February 5 Regular Meeting, staff presented revisions to the Grove Lease Agreement. The Board reviewed and made further suggestions. The suggested edits have been made to the agreement and reviewed by John Graham. They are highlighted in the attached document.

Motion:
I move to approve The Grove Lease Agreement template as presented by staff to be used as the template for all leases at The Grove and to approve the Housing Manager to sign the Lease Agreements as agent for the Housing Authority Board.

Item 9. Grove Unit 204 Lease
The tenant in Unit 204 of The Grove was selected for a Habitat home in Phase 3. The new tenants moved in February 28th. They have already signed the lease. It needs to be approved and signed by the Housing Authority Board because it has been revised and the Housing Manager does not have approval to sign it.

Item 10. Critical Services Provider Application – Wyoming Department of Corrections
Attachments
- Memo
- Critical Services Provider Application from Wyoming Dept. of Corrections

Motion:
I move to approve the Wyoming Department of Corrections/Filed Services as an approved CSP organization with the position of Probation/Parole Agent as an approved Critical Services Provider position.

Item 11. Housing Authority Cash Handling Policy
Boards and Departments are required by Teton County to have a written cash handling policy submitted to the County. Prior to the restructuring, the Housing Authority had a cash handling policy. However, the
County has requested that we submit it again. The attached policy is based on our current internal policies and procedures.

**Motion:**
I move to approve the Cash Handling Policy as presented by staff.
1. Call to Order
The regular meeting of the Jackson/Teton County Housing Authority Board was called to Order on February 5, 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, Estela Torres, Annie Kent Droppert, staff Stacy Stoker, Lisa Potzernitz and Julia Johari, and members of the public.

2. Swearing in of New Board Members
Board members Annie Kent Droppert and Estela Torres were sworn in by Notary Public, Lisa Potzernitz.

3. Pronouncement of Quorum
Amy Robinson, Annie Kent Droppert, and Estella Torres were present. Amy Robinson declared a quorum.

4. Public Comment
Relating to item 7, Katherine Mannen reviewed sections of the tenant’s lease with the Board. Please see item 7.

Matt Faupel is no longer on the Board and was not able to approve minutes. Amy Robinson motioned to approve the Regular Meeting Minutes for December 4, 2019, and Special Meeting Minutes for December 23, 2019 and January 21, 2020. Annie Kent Droppert seconded the motion. The motion was approved unanimously.

6. Review of December Financials & Staff Update
No questions, no action was taken.

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 Board to pay for replacement of appliances when the costs of repair exceed the cost of replacing the appliance. 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. Katherine Mannen, an attorney retained by the tenant of unit 203, reviewed sections of the tenant’s lease with the Board. A discussion occurred.

**Motion:**
Annie Kent Droppert moved to have the Housing Authority Board pay to replace Colby Sandoval’s dishwasher with no cost owed by Mr. Sandoval. Estela Torres seconded the motion. The motion was approved unanimously.

8. Meeting Schedule for 2020
The 2020 Board meeting schedule was reviewed. All meetings are scheduled for the 1st Wednesday or every month at 2:00pm.
Motion:
Amy Robinson moved to approve the meeting schedule as presented by staff. Annie Kent Droppert seconded the motion. The motion was approved unanimously.

9. Election of Officers
Amy Robinson was elected as Housing Authority Board Chair. Annie Kent Droppert was elected as Housing Authority Board Vice Chair. Estela Torres was elected as Housing Authority Board Clerk.

10. Grove Lease Revisions
The Board and Staff reviewed and discussed several possible revisions to the Grove lease template. All agreed to revisit revisions at the next Board meeting. No action was taken.

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 (HAB) 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 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 are 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 the Housing Authority the ability to build the infrastructure.

Motion:
Annie Kent Droppert moved to approve the First Amendment to the Amended and Restated Condominium Declaration for the Grove Condominium Owner’s Association as presented by staff with a correction of the word “WITHNESS” to “WITNESS”. Amy Robinson seconded the motion. The motion was approved unanimously.

12. Grove Phase 2 of Phase 3 Plat
The plat for Phase 2 or 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, the 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 needs to be changed as Matt Faupel is no longer on the Board.

Motion:
Estela Torres moved to approve the Phase 2 of the Phase 3 Plate with the removal of Matthew Faupel’s name on the owner’s signature line and in the notary block and replacing it with Amy Robinson’s name. Annie Kent Droppert seconded the motion. The motion was approved unanimously.

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.
Motion:
Estela Torres moved to approve the Grove 2 of Phase 3 Warranty Deed Template as presented by staff. Annie Kent Droppert seconded the motion. The motion was approved unanimously.

14. Matters from Staff
No matters from Staff.

15. Matters from the Board
The Board asked some questions about the employment-based deed restricted units in Teton Village. A short discussion occurred. No action was taken.

16. Executive Session

17. Adjourn
Amy Robinson motioned to adjourn at 2:16pm. Annie Kent Droppert seconded. The motion passed unanimously.

Respectfully Submitted:
Estela Torres, Clerk

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

Amy Robinson                      Date_________  ________________
                                    Chair
Annie Kent Droppert                Date_________  ________________
                                        Vice Chair
Estela Torres                      Date_________  ________________
                                        Clerk
1. Call to Order
The special meeting of the Jackson/Teton County Housing Authority Board was called to Order on February 20, 2019 at 9:02am in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Amy Robinson, Annie Kent Droppert, staff Stacy Stoker, April Norton and Julia Johari.

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

3. Public Comment
No public comment.

4. Approval of FY20/21 Draft Budget
Staff reviewed the proposed FY20/21 Housing Authority Budget with the Board.

Motion:
Annie Kent Droppert moved to approve the proposed FY20/21 Housing Authority Budget. Amy Robinson seconded the motion. The motion was approved unanimously.

5. Matters from Staff
Staff was notified that an elderly woman fell outside of Shea Salon at the Grove. Mountain Property Management took photos, and took notes regarding the conditions surrounding the fall. Several days later, Sports and Spine e-mailed a complaint that a customer fell and hit their head. The complaint detailed that Grove tenants above the ground floor are shoveling their balconies onto the ground floor area. The e-mail was received on a Friday and the fall occurred the previous Tuesday, so conditions were not able to be recorded. Staff relayed that the Housing Department cannot guarantee that there will not be ice on the premises. No action was taken.

6. Matters from the Board
No matters from the Board.

7. Adjourn
Amy Robinson motioned to adjourn at 9:32am. Annie Kent Droppert seconded. The motion passed unanimously.

Respectfully Submitted:

Estela Torres, Clerk

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

Chair

Annie Kent Droppert

Vice Chair

Estela Torres

Clerk
## Balance Sheet

**As of January 31, 2020**

### ASSETS

#### Current Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>Jan 31, 20</th>
<th>Dec 31, 19</th>
<th>$ Change</th>
</tr>
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<tbody>
<tr>
<td>Checking/Savings</td>
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<td></td>
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<td>FIB - Administration</td>
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<td>FIB - Supply</td>
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<td>Accounts Receivable</td>
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<tr>
<td>Ground Lease Receivables</td>
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<tr>
<td>Accounts Receivable</td>
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<td><strong>Total Current Assets</strong></td>
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#### Fixed Assets

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<th>Dec 31, 19</th>
<th>$ Change</th>
</tr>
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<tbody>
<tr>
<td>Buildings &amp; Improvements</td>
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<td>260 West Broadway</td>
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<td>Accumulated Depreciation</td>
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<td>The Grove Phase I</td>
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<td>Land &amp; Projects</td>
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<td>575 East Hall Avenue</td>
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<td>Hall Street</td>
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<td>Millward Neighborhood</td>
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<td>Mountain View Meadows</td>
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<td>450,000.00</td>
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<tr>
<td>Rains Property</td>
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<td>The Grove</td>
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<td>Wilson Meadows</td>
<td>353,080.00</td>
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<td><strong>Total Land &amp; Projects</strong></td>
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#### Other Assets

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<th>$ Change</th>
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<tr>
<td>Allowance for Doubtful Accounts</td>
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<td>Snow King Apts. Note Receivable</td>
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<td>270,000.00</td>
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<td><strong>Total Other Assets</strong></td>
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**TOTAL ASSETS**

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<tr>
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<th>Dec 31, 19</th>
<th>$ Change</th>
</tr>
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<tbody>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>20,890,297.16</td>
<td>20,871,599.06</td>
<td>18,698.10</td>
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</tbody>
</table>

### LIABILITIES & EQUITY

#### Liabilities

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<tr>
<th>Description</th>
<th>Jan 31, 20</th>
<th>Dec 31, 19</th>
<th>$ Change</th>
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<tbody>
<tr>
<td>Current Liabilities</td>
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<tr>
<td>Accounts Payable</td>
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</tr>
<tr>
<td>Accounts Payable</td>
<td>1,293.62</td>
<td>1,318.51</td>
<td>(24.89)</td>
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<td><strong>Total Accounts Payable</strong></td>
<td>1,293.62</td>
<td>1,318.51</td>
<td>(24.89)</td>
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### Balance Sheet
As of January 31, 2020

<table>
<thead>
<tr>
<th></th>
<th>Jan 31, 20</th>
<th>Dec 31, 19</th>
<th>$ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other Current Liabilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Portion of LTD</td>
<td>123,000.00</td>
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<tr>
<td>Escrow Payable</td>
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<td>6,840.00</td>
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<tr>
<td>Security Deposits</td>
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<td>54,104.58</td>
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<td><strong>Total Other Current Liabilities</strong></td>
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<td>187,104.58</td>
<td>6,840.00</td>
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<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>195,238.20</td>
<td>188,423.09</td>
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<td><strong>Long Term Liabilities</strong></td>
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<tr>
<td>Current Portion of LT Debt</td>
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<td>Note Payable - FIB(6348)</td>
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<td><strong>Total Long Term Liabilities</strong></td>
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<td><strong>Equity</strong></td>
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<td>20,890,297.16</td>
<td>20,871,599.06</td>
<td>18,698.10</td>
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# Profit & Loss by Class

**January 2020**

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Administration</th>
<th>Broadway</th>
<th>Hall</th>
<th>Housing Supply</th>
<th>Millward</th>
<th>The Grove</th>
<th>Wilson Meadows</th>
<th>Wilson Park</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td><strong>Income</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Facilitation Fee</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Rent Income</td>
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<td>2,700.00</td>
<td>1,490.00</td>
<td>32,935.17</td>
<td>505.00</td>
<td>400.00</td>
<td>57,881.08</td>
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<td><strong>Total Income</strong></td>
<td>19,500.91</td>
<td>350.00</td>
<td>2,700.00</td>
<td>1,490.00</td>
<td>32,935.17</td>
<td>505.00</td>
<td>400.00</td>
<td>54,431.08</td>
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<tr>
<td><strong>Gross Profit</strong></td>
<td>19,500.91</td>
<td>350.00</td>
<td>2,700.00</td>
<td>1,490.00</td>
<td>32,935.17</td>
<td>505.00</td>
<td>400.00</td>
<td>54,431.08</td>
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<tr>
<td><strong>Expense</strong></td>
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<td>Insurance</td>
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For Internal Management Use Only
## Ordinary Income/Expense

### Income

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<th>Hall</th>
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### Expense

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### Net Ordinary Income

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<th>The Grove</th>
<th>Wilson Mead</th>
<th>Wilson Park</th>
<th>TOTAL</th>
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</thead>
<tbody>
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<td><strong>Net Ordinary Income</strong></td>
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<td>32,241.26</td>
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### Other Income/Expense

#### Other Income

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#### Other Expense

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<td>72,371.23</td>
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<td>72,371.23</td>
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<td>72,371.23</td>
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<td>567,557.65</td>
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### Net Other Income

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### Net Income

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February 10, 2020

Jackson-Teton County Housing Authority  
Attn: Housing Authority Board  
P.O. Box 714  
Jackson, WY 83001  
(delivered electronically to April Norton & Stacy Stoker)

RE: Request for consideration of Plat Amendment to Wilson Park HOA Affordable Lots – Landscape Surface Area (LSA) authorizations

Dear Housing Authority Board:

I am grateful homeowner of a Jackson-Teton County Housing Authority affordable home located at 1467 Old Schoolhouse Lane (Lot 8 – Wilson Park) in Wilson. In fact, my home is the on the Housing Authority website banner, on the office walls, and is often used in marketing materials. It is wonderful. I was provided the opportunity to purchase this home in 2009, I am the original owner of this property. I am a proud member of our community, a maintain full-time employment as the Executive Director of the Snake River Fund, while also maintaining two seasonal part-time jobs. I am proud of my home and the life I live. Without the opportunity of this affordable home, I would not have been able to remain in the community for the long haul, in fact its still a struggle.

I am seeking your consideration and ultimate support to amended the Plat (Plat 1228) and development plans that were originally authorized for my home and the other affordable homes/lots in Wilson Park. The original plat for this development was designed with a condition of a Landscape Surface Area (LSA) imposed on the affordable home and open space lots in the development. The original intent of the LSA has been described as two-fold. First, to allow wildlife permeability through the development. Second, to encourage neighbor to neighbor interactions. Thee intents are admirable. Both occur naturally. Wildlife move through the neighborhood daily and seasonally. Neighbors interact with each as they deem fit.

The LSA designations conflicts with HOA’s Covenants, Conditions, and Restrictions (CCR’s). As a home owner who wishes to comply with the rules and wishes to fully utilize and enjoy my home and the land I lease, I am asking for your support amending the Plat and LSA for Wilson Park. I understand that this will require work from the Teton County Housing Authority, Teton County Planning Department and the Teton County Board of County Commissioners. I am committed to my home and being part of this community. The unintended consequences of the LSA were good intentioned but poorly conceived with real world living. Sheds and fences are common place in Teton County, the Wilson Park HOA (free market lots/homes), the Schwabacher Meadows HOA (adjacent Housing Trust HOA), Owen Bircher Park (Teton County Parks & Recreation Department) and the Old Wilson Schoolhouse Community Center (Teton County ownership). Outbuilding storage and fences add to the quality of life of homeowners.

Below are the conflicting policies that I am asking for your support in remedying.
The Wilson Park HOA CCR’s state and allow:

**Article 1: Definitions**

Section 17. “Outbuildings” means a detached shed-like structure designed for storage and will not exceed seventy (70) square feet in area nor exceed twelve (12) feet in height. The exterior finish shall be made of materials compatible with that of the primary residence.

**Article V: Development and Use Restrictions**

Section 5.1.D Authorized Structures. The following structures shall be permitted:

1. On Lots 2-7:
   a. One single-family residence
   b. One Accessory Residential Unit (ARU)
   c. One attached or detached garage which may include an accessory residential unit
   d. One out building

2. On Lots 1, 8-14:
   a. One single-family residence
   b. One attached or detached garage
   c. One outbuilding

**Article V, Section 5.1.H Authorized Fences.** Any fence shall comply with Teton County Wyoming wildlife friendly dimensions. The design of the fence shall be similar to existing fences within the property. Or the fence design and dimensions shall be submitted to the Board for approval.

The ground leases for the affordable housing lots 8-14 contain the following conditions and restrictions as they relate to the LSA and are in conflict with the Wilson Park HOA CCR’s:

**Ground Lease 4.10 Other Restrictions:**

A. Fencing is permitted outside of the Residential Unit’s “Landscape Surface Area” or “LSA” in accordance with Teton County’s Wildlife Friendly Fencing regulations. Fencing is not allowed in front of the Residential Unit.

I. The following items are allowed in the LSA: gardens, swing sets, jungle gyms. Structures such as decks, outbuildings and fences are not allowed in the LSA.

J. Outside of the LSA, decks, cornices, canopy’s, eaves, porches, bay windows, patios, and similar architectural features may encroach into a side or rear yard by not more than four (4) feet. Covered or uncovered decks, porches and balconies may encroach into the front yard by not more than six (6) feet. Outbuildings may be built in the non LSA. They must have setbacks of twenty (20) feet from the front or road easement, twenty (20) feet from the rear, or ten (10) from the side.

Currently, based up the LSA requirement and the ground lease setbacks it is not possible to have a storage shed or fence. This is an undue burden on the homeowner.

In the end, please consider the quality of life of the residents of the Wilson Park HOA. Please consider the rules and the context of rules as they relate to the HOA and our neighboring properties. Finally, please realize that as families grow and change, the concept of open yards and wildlife passage aren’t as great as they seemed in the conceptual planning phase of Wilson Park. Wildlife will continue to move...
through yards. Homeowners should have the right and opportunity to enjoy their yards undisturbed and un-intruded by neighbors, passerby’s or uninvited people or pets. These are basic desires for privacy, something that we can all appreciate.

I work hard to live in and enjoy Teton County. I love my home. It is my desire to enjoy my home to its fullest. It is my personal sanctuary when I am not working and unable to get out into the wildlands of the region.

Thank you for your consideration. I am happy to make myself available for in person discussion or to join you at your March 4, 2020 meeting.

/s/
Jared Baecker
1467 Old Schoolhouse Lane (Lot 8)
P.O. Box 1794
Wilson, WY 83014
(307) 200-1653

My home at 1467 Old Schoolhouse Lane.

Attachments:
1. Wilson Park HOA aerial image
2. Wilson Park HOA – Landscape Surface Area (LSA)
3. 1467 Old Schoolhouse Lane (Lot 8) LSA and Ground Lease setbacks.
Wilson Park HOA and neighboring properties
Wilson Park HOA Affordable Homes with LSA outlined in Yellow
1467 Old Schoolhouse Lane (Lot 8) depicting LSA (yellow) and ground lease setbacks for outbuildings and fences.
February 24, 2020
Jackson-Teton County Housing Authority
Attn: Housing Authority Board
P.O. Box 714
Jackson, WY 83001
(Delivered electronically to April Norton and Stacy Stoker

RE: Request for consideration of Plat Amendment to Wilson Park HOA Affordable Lots – Landscape Surface Area (LSA) authorizations

Dear Housing Authority Board:

My husband, Dave, and I have been living in 5660 Schwabacher, Lot 13, since construction was completed. We are truly grateful for the affordable housing program as we would not have realized the dream of being homeowners in Teton County, Wyoming. So please let me start off by thanking everyone who works so hard to make this program possible and allow employees, like us, to be able to own a home and maintain a good quality of life.

As Jared Baecker has initiated this “call to action”, we would also like to seek consideration and support to amend the Plat (Plat 1228) to allow sheds and private fencing. As we have seen from our recent Trust neighbors, ie Schwabacher Meadows, they have been permitted to have both sheds and fences and this has greatly improved relations with neighbors who would like their dogs to spend time, unattended, outdoors.

It would be very nice to be fully considered as members of this community if we are granted the same inclusions as our Schwabacher Meadows and free market neighbors. I believe that this would allow us to assert and maintain our leased property areas. Unfortunately, this has been a struggle from the time we moved into our homes.

We appreciate your time and consideration in this matter and hope to have this topic considered on the March 4, 2020 meeting.
Best regards,
Jill and David Iantuono
5660 Schwabacher Ln (Lot 13)
P.O. Box 675
Wilson, WY 83014
(307) 413-8994
Good Morning Mrs. Norton and Ms. Stoker:

Please see my attached letter regarding the affordable homes/ lots in Wilson Park. Ten years have passed since these homes were originally developed. The neighborhood has changed. I am asking for your support in amending the Plat and the designated LSA to allow out buildings and fences.

This topic was discussed at the 2020 Wilson Park HOA meeting. At our HOA meeting there was no opposition to this topic. My letter is on my behalf. I do not speak on behalf of the HOA or other residents.

Would you please forward this letter on to your advisory board for consideration at the March meeting?

Thank You,

Jeromey Bell
(PO Box 185)
1475 N Old Schoolshoue Ln
Wilson, WY 83014
February 10, 2020

Jackson-Teton County Housing Authority
Attn: Housing Authority Board
P.O. Box 714
Jackson, WY 83001
(delivered electronically to April Norton & Stacy Stoker)

RE: Request for consideration of Plat Amendment to Wilson Park HOA Affordable Lots – Landscape Surface Area (LSA) authorizations

Dear Housing Authority Board:

I am a grateful homeowner of a Jackson-Teton County Housing Authority affordable home located at 1475 N. Old Schoolhouse Lane in Wilson. I am seeking your consideration and ultimate support to amended the Plat (Plat 1228) and development plans that were originally authorized for my home and the other affordable homes/lots in Wilson Park. The original plat for this development was designed with a condition of a Landscape Surface Area (LSA) imposed on the affordable home and open space lots in the development. The original intent of the LSA has been described as two-fold. First, to allow wildlife permeability through the development. Second, to encourage neighbor to neighbor interactions. These intents are admirable. Both occur naturally. Wildlife move through the neighborhood daily and seasonally. Neighbors interact with each as they deem fit.

The LSA designations conflicts with HOA’s Covenants, Conditions, and Restrictions (CCR’s). As a home owner who wishes to comply with the rules and wishes to fully utilize and enjoy my home and the land I lease, I am asking for your support amending the Plat and LSA for Wilson Park. I understand that this will require work from the Teton County Housing Authority, Teton County Planning Department and the Teton County Board of County Commissioners. I am committed to my home and being part of this community. The unintended consequences of the LSA were good intentioned but poorly conceived with real world living. Sheds and fences are common place in Teton County, the Wilson Park HOA (free market lots/homes), the Schwabacher Meadows HOA (adjacent Housing Trust HOA), Owen Bircher Park (Teton County Parks & Recreation Department) and the Old Wilson Schoolhouse Community Center (Teton County ownership). Outbuilding storage and fences add to the quality of life of homeowners.

Below are the conflicting policies that I am asking for your support in remedying.

The Wilson Park HOA CCR’s state and allow:
Article 1: Definitions
Section 17. “Outbuildings” means a detached shed-like structure designed for storage and will not exceed seventy (70) square feet in area nor exceed twelve (12) feet in height. The exterior finish shall be made of materials compatible with that of the primary residence.

Article V: Development and Use Restrictions
Section 5.1.D Authorized Structures. The following structures shall be permitted:
1. On Lots 2-7:
a. One single-family residence  
b. One Accessory Residential Unit (ARU)  
c. One attached or detached garage which may include and accessory residential unit  
d. One outbuilding  

2. On Lots 1, 8-14:  
a. One single-family residence  
b. One attached or detached garage  
c. One outbuilding  

Article V, Section 5.1.H Authorized Fences. Any fence shall comply with Teton County Wyoming wildlife friendly dimensions. The design of the fence shall be similar to existing fences within the property. Or the fence design and dimensions shall be submitted to the Board for approval. The ground leases for the affordable housing lots 8-14 contain the following conditions and restrictions as they relate to the LSA and are in conflict with the Wilson Park HOA CCR's:  

Ground Lease 4.10 Other Restrictions:  
A. Fencing is permitted outside of the Residential Unit’s “Landscape Surface Area” or “LSA” in accordance with Teton County’s Wildlife Friendly Fencing regulations. Fencing is not allowed in front of the Residential Unit.  
I. The following items are allowed in the LSA: gardens, swing sets, jungle gyms. Structures such as decks, outbuildings and fences are not allowed in the LSA.  
J. Outside of the LSA, decks, cornices, canopy’s, eaves, porches, bay windows, patios, and similar architectural features may encroach into a side or rear yard by not more than four (4) feet. Covered or uncovered decks, porches and balconies may encroach into the front yard by not more than six (6) feet. Outbuildings may be built in the non LSA. They must have setbacks of twenty (20) feet from the front or road easement, twenty (20) feet from the rear, or ten (10) from the side.  

Currently, based up the LSA requirement and the ground lease setbacks it is not possible to have a storage shed or fence. This is an undue burden on the homeowner.  

In the end, please consider the quality of life of the residents of the Wilson Park HOA. Please consider the rules and the context of rules as they relate to the HOA and our neighboring properties. Finally, please realize that as families grow and change, the concept of open yards and wildlife passage aren’t as great as they seemed in the conceptual planning phase of Wilson Park. Wildlife will continue to move through yards. Homeowners should have the right and opportunity to enjoy their yards undisturbed and un-intruded by neighbors, passerby’s or uninvited people or pets. These are basic desires for privacy, something that we can all appreciate.  

Thank you for your consideration,  

Jeromey Bell  
1475 N Old Schoolhouse Lane  
P.O. Box 185  
Wilson, WY 83014  
(307) 413-3738
Stacy,

I am sending a quick note to add my support to Jared Baecker's request regarding fences and storage sheds in the Wilson Park HOA. We are on lot 14 of the Wilson Park development and believe the request is reasonable given the neighborhood composition and surrounding properties. Nothing in the request is out of line with the existing neighborhood characteristics and/or uses, especially for this part of Wilson.

I have attached Jared's original letter for reference. Please let us know if you have any questions and thank you for taking the time to consider our HOA's request.

Sincerely

Justin & Tiffany Crabtree
Good evening Stacy,

I am a resident in the Wilson Park HOA. I am writing to express my support for the changes to the LSA to allow for fences and sheds. I believe that we as a community are in agreement that the changes would not negatively alter our neighborhood.

We reside in lot #1. We Partnered with Habitat for Humanity to purchase our home. It is muy understanding the TCHA gave the lot to Habitat for Humanity doe them to build the house on. Is our property still under the umbrella of the TCHA?

--

Best regards,

James L.
CERTIFICATE OF SURVEY

State of Wyoming

County of Teton

I, Michael J. Quinn, a Professional Land Surveyor of Wyoming, hereby certify, to the best of my knowledge and belief, that the boundaries described in the deed from [-selling party] to [purchasing party] have been established by me in conformity with the laws of the State of Wyoming and the rules and regulations of the Wyoming Board of Commissioners of Land Surveyors.

Date: [signature]
TETON COUNTY HOUSING AUTHORITY
GROUND LEASE

THIS GROUND LEASE ("this Lease" or "the Lease") made and entered into this 29th day of June, 2009 by and between THE TETON COUNTY HOUSING AUTHORITY ("the Housing Authority" or "Lessor") and Jared J. Baecker and Sara L. Lashbrook ("Lessee" or "the Lessee").

WHEREAS, the Housing Authority's mission includes the development and preservation of decent, affordable and attainable housing for Qualified Households (as defined herein) in Teton County; the conservation of land and natural resources by means such as fostering responsible long-term occupancy; the promotion of neighborhood stability and the creation of a more equitable and stable system of property and housing opportunities in Teton County; and the creation of affordable homeownership opportunities for people who otherwise would be denied such opportunities because of limited financial resources; and

WHEREAS, a goal of the Housing Authority is to stimulate the conveyance of decent, affordable housing among income-eligible people by providing access to housing for such persons at affordable prices through the long-term leasing of land under said housing; and

WHEREAS, the Leased Premises described herein is part of a project developed by the Housing Authority and known as Wilson Park, which is being leased by the Housing Authority in furtherance of its mission; and

WHEREAS, the Lessee shares the purposes and goals of the Housing Authority and has agreed to enter into this Lease not only to obtain those certain benefits to which Lessee is entitled hereunder, but also to further the purposes of the Lessor; and

WHEREAS, Lessor and Lessee recognize the special nature of the terms and conditions of this Lease, and each of them, with the independent and informed advice of legal counsel, freely accepts said terms and conditions, including without limitation, such terms and conditions as might affect the marketability or resale price of any improvements on the Leased Premises; and

WHEREAS, it is mutually understood and accepted by Lessor and Lessee that the terms and conditions of this Lease further their shared goals over an extended period of time and through a succession of owners;
NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of Lessor and Lessee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereto agree as follows:

ARTICLE 1: Letters of Stipulation and Acknowledgment

Attached hereto and made a part of this Lease by reference are the following Exhibits:

1) LETTER OF STIPULATION;
2) LETTER OF ACKNOWLEDGMENT;
3) DEED OF CONVEYANCE;
4) RIGHT OF FIRST REFUSAL;
5) PERMITTED MORTGAGES; and
6) RESTRICTIONS.

ARTICLE 2: Demise of Leased Premises

2.1 PREMISES. The Lessor, in consideration of the rents reserved and the terms and conditions of this Lease, does hereby demise and leave unto Lessee, and Lessee does hereby take and hire from Lessor, the following property (referred to in this Lease as the "Leased Premises"): Lot 8 of Wilson Park, according to that plat recorded in the office of the Teton County Clerk, Teton County, Wyoming on December 20, 2007 as Plat No. 1228 including the non-exclusive right to use, with all other residents in the development, all general common areas, such as roads, paths and visitor parking spaces, if any. Lessor has furnished to Lessee a copy of the most current, if any, title report previously obtained by Lessor for the Premises, and Lessee accepts title to the Leased Premises in their condition "as is" as of the execution hereof.

2.2 RESERVATION OF MINERAL RIGHTS. Lessor reserves to itself all the minerals and other extractive resources of the Leased Premises. This reservation shall not diminish the right of the Lessee under this Lease to occupy and freely use the Leased Premises. Any eventual extraction by the Lessor of minerals or other extractive resources
shall be carried out with as little disruption to the Lessee as is reasonably possible. In instances requiring a material disruption of the Lessee’s right of use and occupancy of the Leased Premises, the Lessor shall not make such extraction without the consent of the Lessee.

2.3 HOUSING AUTHORITY GUIDELINES. This Lease is governed by and subject to the official guidelines of the Housing Authority, as such Guidelines may be amended from time to time and which guidelines are on file with Lessor or otherwise with Teton County, and which are incorporated herein by this reference (the “Guidelines”). In the event of a conflict between the Guidelines and this Lease, the Lease shall control.

ARTICLE 3: Duration of Lease

3.1 PRINCIPAL TERM. The term of this Lease shall be 99 years, commencing on the 29th day of June, 2009, and terminating on the 28th day of June, 2108, unless terminated sooner or extended as provided herein.

3.2 CHANGE OF LESSOR; LESSEE’S RIGHT TO PURCHASE. In the event that ownership of the land comprising the Leased Premises (the “Land”) is conveyed or transferred (whether voluntarily or involuntarily) by Lessor to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected. However, in the event Lessor desires or attempts to sell, convey, or otherwise transfer the real property (land) to any person or entity other than to a non-profit corporation, charitable trust, governmental agency, or other similar entity sharing the goals and objectives set forth in the Recitals above (or as security for a mortgage loan), the Lessee shall have a right of first refusal to purchase the real property. This right shall be as specified in the attached Exhibit RIGHT OF FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.2 shall be null and void.

ARTICLE 4: Use of Leased Premises

4.1 RESIDENTIAL USE ONLY. Lessee shall use, and shall cause all occupants to use, the Leased Premises and Improvements (as defined in Section 7.1 below) only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable zoning law. In addition, use of the Leased Premises shall be further limited by the restrictions set forth in the attached Exhibit RESTRICTIONS.
4.2 RESPONSIBLE USE AND COMPLIANCE WITH LAW. Lessee shall use the Leased Premises and Improvements in a manner so as not to cause actual harm to others or create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner. Lessee shall maintain the Leased Premises and Improvements in a clean, good, safe, and habitable condition in all respects, except for normal wear and tear, in full compliance with all applicable laws and regulations, and in such condition as is required to maintain the insurance coverage required by Section 9.4 of this Lease.

4.3 RESPONSIBLE FOR OTHERS. Lessee shall be responsible for the use of the Leased Premises and Improvements by any residents and their families, friends and visitors, and anyone else using the Leased Premises and Improvements with their knowledge and shall make all such people aware of the spirit, intent, and appropriate terms of this Lease.

4.4 OCCUPANCY. Lessee shall occupy the Leased Premises as Lessee’s primary residence for at least 10 months of each year of this Lease, unless otherwise agreed to in advance and in writing by Lessor.

4.5 INSPECTION. Lessor may inspect any portion of the Leased Premises and Improvements at any reasonable time and in any reasonable manner, but not more than 6 times in a single calendar year, upon at least 48 hours’ oral or posted written notice to Lessee. In the event of emergency, Lessor may inspect any portion of the Leased Premises without notice provided the Lessor shall have made reasonable efforts to give advance notice to Lessee and provided further that Lessor provides written notice to Lessee of said emergency inspection immediately after said inspection.

4.6 LESSEE’S RIGHT TO PEACEFUL ENJOYMENT. Lessee has the right to undisturbed enjoyment of the Leased Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Lessee, subject to the provisions of this Lease.

ARTICLE 5: Ground Lease Fee

5.1 GROUND LEASE FEE. In consideration of the possession, continued use, and occupancy of the Leased Premises, Lessee shall pay to Lessor, or to the extent required to be escrowed, to the Permitted Mortgagee, a quarterly ground lease fee ("Ground Lease Fee") in the amount of $50.00 per quarter. The Lessor will periodically review and adjust the Ground Lease Fee, as set forth below.
5.2 **PAYMENT OF GROUND LEASE FEE.** The Ground Lease Fee shall be payable to Lessor, at the address specified in this Lease as Lessor's address, or to such other person or entity as directed by Lessor, on a quarterly basis, and in advance, unless, with Lessor's consent, the Ground Lease Fee is to be escrowed by a Permitted Mortgagee, in which case payment shall be made as specified by that Mortgagee. If the Lease commences on a date other than the first of the month (in the event of an escrowed fee), or the first day of a quarter (in the event of no escrowed fee), a pro-rata portion of the Ground Lease Fee shall be paid to the Lessor, or to the Permitted Mortgagee, as the case may be, for the balance of the monthly, or quarterly, fee at the time the Lease is executed.

In cases where the Permitted Mortgagee does not escrow the Ground Lease Fee, 1) in the event that Lessee fails to pay to Lessor the quarterly fee within 30 days of its due date, Lessor may assess against Lessee a $25.00 late charge; 2) interest at the rate of 12% per annum shall accrue on the unpaid balance; 3) checks returned for non-sufficient funds will constitute non-payment of Ground Lease Fee, and shall result in the assessment of a $25.00 returned check fee for each; and 4) unpaid late charges, interest and returned check fees assessed under this paragraph constitute continuous liens against Lessee’s Improvements until paid in full.

5.3 **REDUCTION, DELAY OR WAIVER OF GROUND LEASE FEE.** Lessor may reduce, delay or waive entirely the Ground Lease Fee at any time and from time to time for the purpose of ensuring affordable monthly housing costs for the Lessee or in consideration of the personal hardship or incapacity of the Lessee or Lessee’s general ability to pay. Any such reduction, delay, or waiver must be in writing and signed by Lessor before being effective. The intent of this section is to foster continued occupancy by the resident owners despite the occurrence of unforeseeable financial and personal hardship.

5.4 **ADJUSTMENT OF GROUND LEASE FEE.** The Ground Lease Fee specified in Section 5.1 above is calculated to include 1) administrative and insurance costs and other expenditures of the Lessor for management, and 2) an annual assessment for the accumulation of a reserve fund for the sole purpose of defraying the cost, in whole or part, of maintaining, landscaping and/or repairing the common areas, common roadways, and signage (reserve fund for common areas).

As these costs change from time to time, the Ground Lease Fee may be adjusted, but shall not exceed a 2.5% increase annually.
ARTICLE 6: Taxes and Assessments

6.1 TAXES AND ASSESSMENTS ON IMPROVEMENTS. Lessee shall pay all taxes and assessments, no matter how designated, including any Wilson Park Homeowners’ Association dues, charges or assessments that relate to the Improvements and the Leased Premises (hereinafter collectively referred to as “taxes”).

6.2 LESSEE’S RIGHT TO CONTEST. Lessee shall have the right to contest the amount or validity of any taxes relating solely to the Improvements. Lessor shall, upon written request by Lessee, join in any such proceedings if Lessee reasonably determines that it is necessary or convenient for Lessor to so join in order for Lessee to prosecute such proceedings. All costs and expenses of such proceedings shall be paid by Lessee. Lessee shall have the right to contest the amount or validity of any taxes relating solely to the Land only with the Lessor’s consent.

6.3 PAYMENTS IN EVENT OF DELINQUENCY. In the event that Lessee fails to pay the taxes or other charges specified in Section 6.1 above which are not otherwise part of the Ground Lease Fee or required to be escrowed with the Permitted Mortgagee, Lessor may increase Ground Lease Fee payments in amounts such that the total sum collected will offset the cost of any delinquent and current taxes or other charges.

6.4 PROOF OF COMPLIANCE. Concurrently with the payment of any taxes, assessments and charges required or permitted by the provisions of this Lease, each party shall furnish evidence satisfactory to the other documenting the payment. A photocopy of a paid receipt for such charges showing payment thereof shall be the usual method of furnishing such evidence.

ARTICLE 7: Improvements

7.1 OWNERSHIP. It is agreed that any and all buildings, structures, fixtures, and other improvements purchased by the Lessee or constructed or placed by the Lessee upon any part of the Leased Premises at any time during the term of this Lease (the “Improvements”) shall be property of the Lessee. Title to such improvements shall be and remain vested in the Lessee. However, Lessee’s exercise of the rights of ownership is subject to the provisions of this Lease, including but not limited to provisions regarding the disposition of Improvements by the Lessee and the Lessor’s option to purchase the Improvements. In addition, Lessee shall not sever or move the Improvements from the Land.
7.2 PURCHASE OF IMPROVEMENTS BY LESSEE. Lessee is simultaneously purchasing and receiving a conveyance to Lessee of the Improvements now located on the Leased Premises.

7.3 CONSTRUCTION AND ALTERATION. Any construction in connection with an existing Improvement or new improvement is subject to the following conditions: (a) all costs shall be borne and paid for by the Lessee; (b) all construction shall be performed in a workmanlike manner and shall comply with all applicable laws and regulations; (c) all construction shall be consistent with the permitted uses set forth in Article 4; (d) the exterior (including height) of such improvements shall not be increased or expanded; (e) Lessee shall furnish to Lessor a copy of any plans and all building permit applications for such construction prior to commencing construction; and (f) no construction shall proceed without the advance written approval of Lessor, who, however, shall not unreasonably withhold such approval.

7.4 PROHIBITION OF LIENS. No lien of any type shall attach to the Lessor’s title to the real property or to Lessor’s interest in the Leased Premises or to any other property owned by the Lessor. Lessee shall not permit any statutory or similar lien to be filed against the Leased Premises, the Improvements, or any interest of Lessor or Lessee that remains more than 60 days after it has been filed. Lessee shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee fails to cause such lien to be discharged within the 60-day period, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same by paying the amount in question. Lessee may, at Lessee’s expense, contest the validity of any such asserted lien, provided Lessee has furnished a bond in an amount sufficient to release the Leased Premises from such lien. Any amounts paid by Lessor to discharge such liens shall be deemed to be an additional Ground Lease Fee payable by Lessee upon demand.

7.5 MAINTENANCE AND SERVICES. For a period of one year from the date of closing Lessor warrants the satisfactory performance of the Improvements, its roof, heating, venting, plumbing, electrical and mechanical systems, doors, windows, and the performance of the appliances, subject to Lessee’s duty of reasonable use and care. Other than the duties declared in the foregoing sentence, Lessee shall, at Lessee’s sole expense, maintain the Leased Premises and all Improvements as required by Section 4.2 above. Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning, or water, or to make any repairs to the Leased Premises or improvements, and Lessee hereby assumes the full and sole responsibility for furnishing all services or facilities.
7.6 DISPOSITION OF IMPROVEMENTS UPON EXPIRATION OF LEASE TERM.
Upon the expiration of the term of this Lease as such term may be sooner terminated in accordance with this Lease, Lessee shall surrender the Improvements together with the Leased Premises to the Lessor. Ownership of the Improvements shall thereupon revert to Lessor, provided, however, that Lessor shall promptly pay to Lessee as consideration for the Improvements an amount equal to Lessor’s Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Ground Lease Fee including any charges that may have been added to the Ground Lease Fee in accordance with this Lease.

ARTICLE 8: Financing

8.1 PERMITTED MORTGAGE. Lessee may mortgage the Leased Premises only with the written consent of the Lessor. Not less than 30 days prior to the date on which Lessee (or a prospective Lessee who has contracted to purchase the Improvements) requests Lessor’s consent to a mortgage to be effective, Lessee (or prospective Lessee) shall furnish to Lessor copies of every document to be executed in connection with the transaction represented by such mortgage. Lessor may choose to consent to any mortgage, and in so doing shall designate such mortgage as a “Permitted Mortgage.” However, Lessor shall be required to consent to a mortgage only if (a) at the time such copies of documents are submitted and at the time proposed by Lessee (or prospective Lessee) for the execution of such documents, no default is then outstanding; and (b) the mortgage so submitted is a Standard Permitted Mortgage as defined in the attached exhibit PERMITTED MORTGAGES. Lessee shall pay to Lessor at Lessor’s option, as additional Ground Lease Fee, all fees, costs, and expenses, including, without limitation, reasonable attorneys’ fees, incurred by Lessor in connection with any Permitted Mortgage. Any mortgage that does not comply with this section shall be deemed "unsecured", and the recording of such mortgage with the Teton County Clerk shall have no legal effect in creating an encumbrance on the property.

8.2 RIGHTS OF PERMITTED MORTGAGEE. Any holder of a Permitted Mortgage (“Permitted Mortgagee”) shall without requirement of consent by the Lessor have the rights identified and defined in the attached exhibit PERMITTED MORTGAGES.

8.3 REMOVAL OF CERTAIN PROVISIONS PURSUANT TO FORECLOSURE. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed of conveyance to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.
8.4 LESSOR’S RIGHT TO PROCEEDS IN EXCESS OF PURCHASE OPTION PRICE:
The parties recognize that it would be contrary to the fundamental concept of this agreement and an incentive to abuse Lessee’s authorization to encumber its leasehold interest with a Permitted Mortgage if Lessee could realize more than the Purchase Option Price as the result of any foreclosure of any mortgage. Accordingly, Lessee hereby irrevocably assigns to Lessor any and all net proceeds of sale of the Improvements remaining after payment of costs of foreclosure and satisfaction of the lien of any Permitted Mortgagee which would otherwise have been payable to Lessee, to the extent such net proceeds exceed the net proceeds that Lessee would have received had the property been sold for the Purchase Option Price established in Article 10 of this Lease, and authorizes and instructs the Permitted Mortgagee or any party conducting any sale to pay the amount of said excess proceeds directly to Lessor. In the event that, for any reason, such excess proceeds are paid to Lessee, Lessee hereby agrees to promptly pay the amount of such excess proceeds to Lessor.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 LESSEE’S LIABILITY. Lessee assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy, and use of the Leased Premises.

9.2 INDEMNIFICATION OF LESSOR. Lessee shall defend, indemnify, and hold Lessor harmless against all liability and claims of liability for damage or injury to persons or property from any cause on or about the Leased Premises. Lessee waives all claims against Lessor for such injury or damage. However, Lessor shall remain liable (and Lessee shall not indemnify and defend Lessor against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of Lessor or Lessor’s agents or employees.

9.3 PAYMENT BY LESSOR. In the event Lessor shall be required to pay any sum that is the Lessee’s responsibility or liability, the Lessee shall reimburse Lessor for such payment and for reasonable expenses caused thereby.

9.4 INSURANCE. Lessee shall, at Lessee’s sole expense, keep all improvements continuously insured against loss or damage by fire and the extended coverage hazards for the full replacement value of such improvements.

Lessee shall, at Lessee’s sole expense, either through the Homeowners’ Association or individually, maintain continuously in effect liability insurance covering the Leased Premises and Improvements in the amounts of not less than $300,000 combined single
limit coverage, for injury to or death of any one person and any number of persons in one occurrence; and $50,000 for property damage. The dollar amounts of this coverage shall be adjusted upwards or downwards every 5 years from the date this Lease is signed or upon Lessor’s demand given not more often than annually, upon thirty 30 days’ notice to Lessee to reflect changes in the market or other conditions and the Housing Authority may determine in its reasonable discretion. Such insurance shall specifically insure Lessee against all liability assumed hereunder, as well as all liability imposed by law, and shall also insure Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessee.

Lessee shall provide Lessor with copies of all policies and renewals of policies upon demand. All policies shall also contain endorsements providing that they shall not be canceled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without at least 30 days’ prior written notice to Lessor. Lessor shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

9.5 DAMAGE OR DESTRUCTION. Except as provided below in this Section 9.5, in the event of fire or other casualty to the Improvements, Lessee shall take all steps necessary to ensure the repair of such damage and the restoration of the Improvements to their condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Lessee shall also promptly take all steps necessary to assure that the Leased Premises are safe and that the damaged Improvements do not constitute a danger to persons or property.

If Lessee, using reasonable judgment and in reliance upon professional estimates and advice, determines either (a) that full repair and restoration is physically impossible, or (b) provided that Lessee has fulfilled all the hazard insurance requirements set forth in Section 9.4 above, that the available insurance proceeds are not more than 80% of the cost of repair and restoration, then Lessee may terminate this Lease by written notice to Lessor given not later than 60 days after the event that caused the damage. However, such termination notice shall not be effective until 45 days after the date upon which Lessor receives the notice. During the 45-day period, Lessor may seek an adjustment from the insurer so as to increase the available insurance proceeds to an amount covering at least 80 percent of the cost of repair and restoration. If successful in securing such adjustment, Lessor may render Lessee’s termination notice null and void by written notice to Lessee within such 45-day period. If Lessor fails to nullify the termination notice in this way, then this Lease shall terminate at the expiration of the 45-
day period, and any insurance proceeds payable to Lessee on account of such damage shall be paid as provided below.

The insurance proceeds shall be paid first to cover any expenses of collecting the proceeds. Remaining proceeds shall be paid to the Lessee (or its Permitted Mortgagee to the extent required by the Permitted Mortgage) up to the then applicable Lessor’s Actual Purchase Option Price (as of immediately prior to the damage) calculated according to the provisions of Article 10 below. The balance of such proceeds, if any, shall be paid to Lessor.

9.6 EMINENT DOMAIN AND PUBLIC DEDICATION. In the event of a taking of the Leased Premises, either in its entirety or to such extent that the Improvements are lost or damaged beyond repair, by reason of eminent domain or other action of public authority prior to the expiration of this Lease, the Lease shall terminate as of the date Lessee is required to give up possession of the Leased Premises or Improvements, and the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Premises that does not result in damage to the Improvements or substantial reduction in the usefulness or desirability of the Improvements for residential purposes, then any monetary compensation for such taking shall be allocated entirely to Lessor.

In the event of a taking of a portion of the Leased Premises that results in damage to the Improvements only to such an extent that the Improvements can reasonably be restored to a residential use consistent with this Lease, the Lessor may in its discretion allocate some or all the monetary compensation to enable Lessee to accomplish such a restoration. Any balance remaining after or in the absence of such allocation shall be allocated as provided above for a taking of the entire Leased Premises.

Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this Section shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or lessee of the premises, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to enable the other to maintain such proceedings. If the party required to join the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.
9.7 **REASSESSMENT OF RENTAL VALUE.** In the event of any taking that reduces the size of the leased Premises but does not result in the termination of the Lease, Lessor shall reassess the fair rental value of the remaining Premises and shall adjust the Ground Lease Fee if necessary to ensure that the monthly fee does not exceed the monthly fair rental value of the premises for use as restricted by the Lease.

**ARTICLE 10: Transfer, Sale, or Disposition of Improvements**

**10.1 INTENT AND EFFECT.** It is the understanding of the parties that the terms of this Lease, and in particular of this Article 10, are intended to preserve the affordability of the Improvements for lower-income households and expand access to homeownership opportunities for such households. Notwithstanding anything herein to the contrary, Lessee shall not sell the Improvements except as provided herein and in the Guidelines.

**10.2 TRANSFERS TO QUALIFIED HOUSEHOLD:**

A. **Qualified Household.** Lessee may transfer its interest in the Leased Premises or the Improvements only to Lessor or natural persons who meet the definition of a “Qualified Household” at the time of transfer and sale, as defined in the Guidelines, and who further meet the General Eligibility Criteria for Purchase as outlined in the Guidelines. Such criteria include, without limitation, a restriction on the use of Improvements and Leased Premises, an income eligibility requirement, and a household asset limitation as outlined in the Guidelines for a Category 3 affordable home.

B. **Determination of Qualified Household.** Lessor shall determine whether a prospective purchaser is a Qualified Household. In addition to any requirements set forth in the Guidelines, such determination shall be based upon written applications, representations, information and verification as are deemed by Lessor to be necessary to establish and substantiate eligibility.

C. **Legal Action.** No person who fails to qualify as a Qualified Household shall have a cause of action against the Lessor arising out of said person’s disqualification.

**10.3 SALE, ASSIGNMENT AND TRANSFER LIMITATIONS.** The Improvements may only be sold and this Lease may only be assigned or otherwise transferred to a Qualified Household as described in the Guidelines, except:
A. Divorce. Lessor may consent to the assignment of the Leased Premises to a spouse of Lessee, which spouse may not otherwise qualify, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. Lessor may consent to the assignment of the Lease to an heir or devisee of a deceased Lessee, which heir or devisee may not otherwise qualify, in accordance with the Guidelines.

A Nonqualified Transferee shall comply with this Lease and shall not occupy the Leased Premises and Improvements without the prior written approval of Lessor.

10.4 LESSEE’S NOTICE OF INTENT TO SELL. In the event that Lessee wishes to assign its interest in the Leased Premises and sell the Improvements, Lessee shall notify Lessor, in writing, of such wish (“the Intent-To-Sell Notice”), and upon receipt of such notice, Lessor shall determine the “Maximum Resale Price” of the Lease and Improvements, all in accordance with and as defined in the Guidelines. Upon Lessor’s determination of the Maximum Resale Price, the sale of the Improvements and the assignment of the Lease shall be facilitated by Lessor and shall be completed in accordance with the procedure set forth in the Guidelines, which procedure may include, without limitation, a fee (not to exceed 2% of the Maximum Resale Price, as defined below) paid to Lessor for such facilitation, requirements regarding listing the Improvements with Lessor and/or a licensed real estate agent, as Lessor may direct, the standard terms of the sales contract, and guidelines for the selection of the purchaser (which selection procedure may include a lottery process).

10.5 MAXIMUM RESALE PRICE. To further Teton County’s goal of providing affordable housing, Leased Premises and Improvements may not be assigned and sold for a purchase price in excess of the “Maximum Resale Price“. The Maximum Resale Price is the original purchase price plus an increase in price of 2.5% per year, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by Lessor, less any required maintenance adjustment, all as more fully described in the Guidelines. Further, notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to Lessee may be reduced to account for restoration or repair of the Leased Premises and/or Improvements (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in Lessor’s sole and absolute discretion. Finally, to ensure that the sales price of the Leased Premises and Improvements is limited to the Maximum Resale Price (as it may be adjusted), no purchaser shall assume any obligation of Lessee, nor shall such purchaser pay or provide
to Lessee any other form of consideration in connection with the sale of the Improvements and assignment of the Lease. The calculation of the Maximum Resale Price, as made by Lessor, shall be final and binding on all parties.

**NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY LESSOR THAT UPON THE TRANSFER OF THE LEASE AND SALE OF THE IMPROVEMENTS; LESSEE SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.**

10.6 **NEW LEASE OR ASSIGNMENT OF EXISTING LEASE.** A Qualified Household who purchases the improvements in accordance with the provisions of this Article 10 shall receive, as determined by Lessor, either an assignment of this Lease from the seller, or a new Lease from Lessor which new Lease the Qualified Household will have the right to approve prior to purchase of the Improvements.

**ARTICLE 11: Assignment and Sublease**

Except as otherwise provided in Article 8 (including the Exhibit: PERMITTED MORTGAGES) and Article 10, Lessee shall not assign, sublease, sell, or otherwise convey any of Lessee’s rights under this Lease without the prior written consent of the Lessor. Lessee agrees that Lessor shall have broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein. If permission is granted, any assignment or sublease shall be subject to the terms of this Lease.

In the case of a sublease, the rental or occupancy fee charged the sublessee shall not be more than that amount charged the Lessee by Lessor, plus an amount approved by Lessor to cover costs to Lessee for the improvements.

In the case of an assignment, the total consideration for such assignment and the related sale or transfer of the improvements shall not exceed the Maximum Resale Price.

**ARTICLE 12: Default**

The following shall be considered a default ("Default") by Lessee:

A. A violation of any term of this Lease, the Guidelines, or any laws, rules or regulations affecting the Leased Premises.
B. Default in payment or other obligations due or to be performed under a promissory note or Qualified Mortgage (as defined herein) affecting the Leased Premises. Lessee shall notify Lessor in writing of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note or Qualified Mortgage within five calendar days of the Lessee's notification from lender, or its assigns, of said default or past due payments.

C. Fraud or misrepresentation by Lessee in its application to Lessor whereby Lessor determines, in its sole absolute discretion, that Lessee was not a Qualified Household.

**ARTICLE 13: Default Remedies**

In addition to any other remedies Lessor may have at law or equity, or pursuant to this Lease, in the event of a Default, Lessor's remedies shall include:

A. **Purchase Option.**

1. Lessor shall have the option to terminate the Lease as provided below and purchase the Improvements for a purchase price equal to the full amount owed on a Qualified Mortgage (as defined below) encumbering the Leased Premises and Improvements or the Maximum Resale Price, whichever is less ("Option").

2. If Lessor desires to exercise its Option, Lessor shall provide written notice to Lessee of such election and shall complete the purchase of the Improvements within ninety (90) days of such notice.

3. Upon Lessor's purchase of the Improvements, all proceeds will first be applied to the payment of any Qualified Mortgage, unpaid taxes, assessments, claims and liens on the Improvements and Leased Premises, the payment of the closing costs and fees, the payment of any penalties assessed against Lessee by Lessor, repayment to Lessor of any monies advanced by Lessor in connection with a mortgage or other debt with respect to the Improvements or the Leased Premises, and then to any repairs needed for the Improvements. Any remaining proceeds shall be paid to Lessee.
B. **Forced Sale.** Lessor may terminate the Lease as provided below and require Lessee to sell the Improvements in accordance with the resale procedures set forth in this Lease and the Guidelines. In the event of such a sale, all proceeds will first be applied to the payment of any Qualified Mortgage, unpaid taxes, assessments, claims and liens on the Improvements and Leased Premises, the payment of the closing costs and fees, the payment of any penalties assessed against Lessee by Lessor, repayment to Lessor of any monies advanced by Lessor in connection with a mortgage or other debt with respect to the Improvements, and then to any repairs needed for the Improvements. Any remaining proceeds shall be paid to Lessee.

C. **Appointment of Lessor as Lessee’s Attorney-in-Fact.** In the event of Lessor’s exercise of its Option or election to require the sale of the Improvements, Lessee hereby irrevocably appoints the then serving Executive Director of the Housing Authority as Lessee’s attorney-in-fact to effect any such purchase or sale on Lessee’s behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

D. **Eliminating Gain on Resale.** Lessor may limit the Maximum Resale Price of a defaulting Lessee’s Improvements so that Lessee’s initial purchase price of the Improvements shall, upon the date of such Default as determined by Lessor in its sole and absolute discretion, automatically cease to increase and the Maximum Resale Price shall remain so fixed.

E. **Equitable Relief.** Lessor shall have the right of specific performance of this Lease and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such legal remedies as Lessor may be entitled to, either pursuant to this Lease or under the laws of the State of Wyoming.

F. **Termination.** In the case of any event of default described above, Lessor may, terminate this Lease and initiate summary proceedings against Lessee. Pursuant to such proceedings, without demand or notice, Lessor may enter any part of the Leased Premises and repossess the entire Leased Premises, and expel Lessee and those claiming rights through Lessee and remove their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. If this Lease is terminated by Lessor, or if Lessor re-enters the Leased Premises
pursuant to Lessee’s Default, Lessee agrees to pay and be liable for any unpaid Ground Lease Fee, damages which may be due or sustained prior to or in connection with such termination or reentry, and all reasonable costs, fees, and expenses (including without limitation, reasonable attorneys fees) incurred by Lessor in pursuit of its remedies under this Lease.

ARTICLE 14: General Provisions

14.1 LESSEE’S MEMBERSHIP IN OWNERS ASSOCIATION. Lessee shall automatically be a regular voting member of the Wilson Park Homeowners’ Association. With Lessor’s consent, the Homeowners’ Association may perform duties delegated by Lessor, and reserved to Lessor, under the terms of this Lease.

14.2 NOTICES. Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Lessor: Teton County Housing Authority  
P.O. Box 714  
Jackson, WY 83001

If to Lessee: Jared J. Baecker and Sara L. Lashbrook  
P.O. Box 6937  
Jackson, WY 83002

All notices, demands, and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.3 NO BROKERAGE. Lessee warrants that it has not dealt with any broker, other than the Teton County Housing Authority in its role as intermediary pursuant to the provisions of Wyo. Stat. § 33-28-305, in connection with the consummation of this Lease, and in the event any claim is made against Lessor relative to dealings with brokers, Lessee shall defend the claim against Lessor with counsel of Lessor’s selection and save harmless and indemnify Lessor on account of loss, cost, or damage which may arise by reason of any such claim.

The Teton County Housing Authority’s sole role as broker is that of a broker engaged as an intermediary under the provisions of Wyo. Stat. § 33-28-305.
14.4 SEVERABILITY AND DURATION OF. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Lessee or Lessor against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that the options to purchase and all other rights under this Lease shall continue in effect for the full term of this Lease, and such options and other rights shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire 20 years after the death of the last survivor of the following persons: infants born at St. John’s Hospital during the week immediately preceding the execution of this agreement.

14.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION. If the provision of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, Lessor shall nevertheless have a right of first refusal to purchase the Improvements at the highest documented bona fide purchase price offer made to Lessee. Such right shall be as specified in the Exhibit FIRST REFUSAL. Any sale or transfer contrary to this section, when applicable, shall be null and void.

14.6 WAIVER. The waiver by Lessor at any given time of any term or condition of this Lease, or the failure of Lessor to take action with respect to any breach of any such term or condition, shall not be deemed to be waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. Lessor may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by Lessor before being effective.

The subsequent acceptance of Ground Lease Fee payments by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term or condition of this Lease, other than the failure of the Lessee to pay the particular Ground Lease Fee so accepted, regardless of Lessor’s knowledge of such preceding breach at the time of acceptance of such Ground Lease Fee payment.

14.7 LESSOR’S RIGHT TO PROSECUTE OR DEFEND. Lessor shall have the right, but shall be under no obligation, to prosecute or defend, in its own or the Lessee’s name, any actions or proceedings appropriate to the protection of its title to, and Lessee’s interest in, the Leased Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.
14.8 **CONSTRUCTION.** Whenever in this Lease a pronoun is used, it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. References to the Teton County Housing Authority shall mean the Teton County Housing Authority or its successor agency.

14.9 **CAPTIONS.** The captions appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.10 **PARTIES BOUND.** This Lease sets forth the entire agreement between the Lessor and Lessee with respect to the leasing of the real property; it is binding upon and inures to be the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by Lessor and Lessee or their legal representatives or, in accordance with the provisions hereof, their successors in interest.

14.11 **GOVERNING LAW.** This Lease shall be interpreted in accordance with and governed by the laws of the State of Wyoming. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

14.12 **RECORDING.** The parties agree, as an alternative to the recordation of this Lease, to execute a so-called Memorandum of Ground Lease in a form recordable and complying with applicable law and reasonably satisfactory to Lessor's attorneys. In no event shall such document set forth the rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

**IN WITNESS WHEREOF,** the parties have executed this Lease in Jackson, Wyoming on the day and year first above written.
LESSOR:
TETON COUNTY HOUSING AUTHORITY

Christine Walker, Executive Director

STATE OF WYOMING 
COUNTY OF TETON

On this 29th day of June, 2009, Christine Walker personally appeared before me as the duly authorized agent of Teton County Housing Authority, and acknowledged this instrument, to be its free act and deed.

Notary Public

My commission expires: _____________

LESSEE(S):

Jared J. Baecker

Sara L. Lashbrook

STATE OF WYOMING 
COUNTY OF TETON

On this 29th day of June, 2009, Jared J. Baecker and Sara L. Lashbrook personally appeared before me and acknowledged this instrument, to be his/her/their free act and deed.

Notary Public

My commission expires: _____________
Exhibit: LETTER OF STIPULATION

To: Teton County Housing Authority
Date: June 26, 2009

This letter is given to the Teton County Housing Authority to become an actual exhibit to a Lease between the Teton County Housing Authority and me [Lessee(s)]. I will be leasing a parcel of land in Wilson Park from the Teton County Housing Authority and will be buying the home that sits on that parcel of land.

My legal counsel (if any) has explained to me the terms and condition of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a homeowner, now and in the future. In particular, I understand and agree with the following points.

- One of the goals of the Housing Authority is to keep the homes located in Wilson Park affordable for people of moderate or low income through the long-term leasing of the land under the homes.
- The terms and conditions of my Lease will keep my home affordable for future “Qualified Households” (as defined in the Lease). If and when I want to sell my home, the Lease requires that I sell it either to the Housing Authority or to another Qualified Household. The terms and condition of the Lease also limit the price for which I can sell the home, in order to keep it affordable for such Qualified Households.
- It also is a goal of the Housing Authority to promote resident ownership of the homes in Wilson Park. For this reason, my Lease requires that I must reside in my home at least 10 months of each year and if my family and I move out of our home permanently, we must sell it. I cannot continue to own it as absentee owners.
- As a homeowner in Wilson Park, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to others and me.

LESSEE(S):

Jared J. Baeker

Sara L. Lashbrook
Exhibit: LETTER OF ACKNOWLEDGMENT

I, __________________, have been independently employed by ______________ (hereinafter “the Client”) who intends to purchase a house and other improvements on land to be leased from the Teton County Housing Authority. The house and land are located at ________________________________.

In connection with the contemplated purchase of the house and other improvements and leasing of the land, I reviewed with the Client the following documents relating to the transaction:

- This Letter of Acknowledgement and a Letter of Stipulation from the Client.
- A proposed Deed of Conveyance conveying the house and other improvements to the Client.
- A proposed Lease, with all attached exhibits, conveying the “Leased Premises” to the Client.
- Memorandum of Lease.

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. My advice and review has been given to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on his/her own judgment and upon his/her investigation of the facts. The full and complete advice and information provided by me was an integral part of such investigation.

_____________________________  _____________________________
Signature of Attorney At Law          Date

_____________________________
(Attorney’s name, firm name & address)

As the Lessee of Lot Number 10 in Wilson Park, and the purchaser of the Improvements on said Lot, I have elected not to retain legal counsel in accordance with the review of the legal documents cited above.

LESSEE(S)

_____________________________  _____________________________
Jared J. Baecker               Sara L. Lashbrook

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TCHA Ground Lease – Wilson park
Exhibit: DEED OF CONVEYANCE

Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W. S. § 15-10-116 as amended, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered and by these presents does bargain, sell, grant, transfer and deliver unto Jared J. Baecker, a single man and Sara L. Lashbrook, a single woman as joint tenants with rights of survivorship, GRANTEE, whose address is P.O. Box 6937, Jackson, WY 83002, that certain property in the nature of building improvements, affixed to and situated upon Lot 10 of Wilson Park, according to that plat recorded in the office of the Teton County Clerk on December 20, 2007, as Plat Number 1228. PIDN #22-41-17-22-3-12-010

To have and to hold unto Grantee and their heirs, successors and assigns such property, subject to the terms of a Ground Lease, Covenants, Conditions, and Restrictions for Wilson Park, Design Guidelines for Wilson Park and the Articles and Bylaws of the Wilson Park Homeowner’s Association, as the same may be amended from time to time. This conveyance is in the form of building improvements only, and not a conveyance of the underlying land described above, which is to be leased to Grantee under a separate Ground Lease.

WITNESS my hand this _________ day of _________, 200__.

Teton County Housing Authority:

__________________________
Christine Walker, Executive Director

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me this _____ day of ____________
___________, 200__ by Christine Walker as Executive Director of the Teton County Housing Authority.

WITNESS my hand and official seal.

__________________________
Notary Public

My Commission Expires: __________________________

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TCHA Ground Lease – Wilson park
Exhibit: RIGHT OF FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide, third party offer to purchase the property that such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

A. Offering Party shall give written notice of such offer (the "Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer (the "Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

B. If Holder exercises the right to purchase the property, such purchase shall be completed within sixty days (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided herein.

C. Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party’s right to sell shall end, and all the foregoing provisions of this Exhibit shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to a renewed right of first refusal in said property.

Jared J. Baecker
Sara L. Lashbrook

Teton County Housing Authority
Exhibit: PERMITTED MORTGAGES

The provisions set forth in this Exhibit shall be understood to be provisions of Article 8 of the Lease to which the Exhibit is attached and in which the Exhibit is referenced. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. **STANDARD PERMITTED MORTGAGE.** A “Standard Permitted Mortgage,” as identified in Section 8.1 of the Lease, to which this Exhibit is attached, shall be a mortgage that meets the following requirements.

1. Such Mortgage shall run in favor of either (a) a so-called institutional lender such as, but not limited to, a federal, state, or local housing finance agency, a bank (including) savings and loan association or insured credit union), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, or (b) a “community development financial institution” as certified by the U.S. Department of the Treasury, or similar nonprofit lender to housing projects for low- and moderate-income persons.

2. Such Mortgage shall be a first lien on all or any of the Improvements and the Lessee’s interest in the Leased Premises (the “Security”).

3. Such Mortgage and related documentation shall provide, among other things, that in the event of a default in any of the mortgagor’s obligations thereunder, the holder of such Mortgage shall notify Lessor of such fact and Lessor shall have the right (but shall not have the obligation) within 120 days after its receipt of such notice, to cure such default in the mortgagor’s name and on mortgagor’s behalf, provided that current payments due the holder during such 120-day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Mortgage or to commence to foreclose under the Mortgage on account of such default.

4. Such Mortgage and related documentation shall provide, among other things, that if after such cure period the holder intends to accelerate the note secured by such Mortgage or initiate foreclosure proceedings under
the Mortgage, in accordance with the provisions of this Lease, the holder shall first notify Lessor of its intention to do so and Lessor shall have the right, but not the obligation, upon notifying the holder within 30 days of receipt of said notice from said holder, to pay off the indebtedness secured by such Mortgage and to acquire such Mortgage.

5. Such Mortgage and related documentation shall provide, among other things, that, in the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed of conveyance to a Permitted Mortgagee in lieu of foreclosure, upon acquisition of title to the Improvements and the Lessee’s interest in the Leased Premises by the Permitted Mortgagee, the Permitted Mortgagee shall give the Lessor written notice of such acquisition and the Lessor shall have an option to purchase the Improvements and acquire the Lessee’s interest in the Leased Premises from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage; provided, however, that the Lessor gives written notice to the Permitted Mortgagee of the Lessor’s intent to purchase the Improvements and acquire the Lessee’s interest in the Leased Premises within 30 days following the Lessor’s receipt of the Permitted Mortgagee’s notice of such acquisition of the Improvements and Lessee’s interest; further provided that Lessor shall complete the purchase of the Improvements and acquisition of Lessee’s interest in the Leased Premises within sixty 60 days of having given written notice of its intent to purchase; and provided that, if the Lessor does not complete the purchase within such period, the Permitted Mortgagee shall be free to sell the Improvements and transfer the Lessee’s interest in the Leased Premises to another person;

6. Such Mortgage and related documentation shall not contain any provisions other than provisions generally contained in mortgages used for similar transactions in the area by institutional mortgagees.

7. Such Mortgage and related documentation shall not contain any provisions which could be construed as rendering Lessor or any subsequent holder of the Lessor’s interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.
8. Such Mortgage and related documentation shall contain provisions to the effect that the holder of such Mortgage shall not look to Lessor or Lessor's interest in the Leased Premises, but will look solely to Lessee, Lessee's interest in the Leased Premises, the Improvements, or such other buildings and improvements which may from time to time exist on the Leased Premises, for the payment of the debt secured thereby or any part thereof (it is the intention of the parties hereto that Lessor's consent to such Mortgage shall be without any liability on the part of Lessor for any deficiency judgment).

9. Such Mortgage and related documentation shall provide that in the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the holder of the Mortgage in accordance with the provisions of Article 9 hereof.

10. Such Mortgage and related documentation shall contain nothing that obligates Lessor to execute an assignment of the Ground Lease Fee or other rent payable by Lessee under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a holder of a Permitted Mortgage ("Permitted Mortgagee") as referenced under Section 8.2 of the Lease which this Exhibit is attached shall be as set forth below.

1. Permitted Mortgagee shall without requirement of consent by the Lessor have the right, but not the obligation, to:

   a. Cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance by a Permitted Mortgagee being effective as if it had been undertaken and performed by Lessee;

   b. Acquire and convey, assign, transfer, and exercise any right, remedy or privilege granted to Lessee by this Lease or otherwise by law, subject to the provisions, if any, in said Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and

   c. Rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of Permitted Mortgagee.
2. Permitted Mortgagee shall not, as a condition to the exercise of its rights under the Lease, be required to assume personal liability for the payment and performance of the obligations of the Lessee under the Lease. Any such payment of performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Security and the premises. In the event Permitted Mortgagee does take possession of the Security and thereupon transfers the Security, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both Lessor and Lessee shall be acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage. In the event that the estate of Lessor is owned at any time by Lessee (regardless of a merger), or by any person in which Lessee has a direct or indirect interest, Permitted Mortgagee shall not be obligated to cure any default of Lessee under the Lease as condition to the forbearance by Lessor in the exercise of Lessor’s remedies as provided in the Lease.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors’ rights, Lessor shall enter into a new lease of the Leased Premises with the Permitted Mortgagee (or with any party designated by the permitted Mortgagee, subject to Lessor’s approval, which approval shall not be unreasonably withheld), not more than 30 days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to Lessor for such new lease within 60 days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Lessee.
thereunder, and the Permitted Mortgagee shall have cured all defaults under the Lease which can be cured by the payment of money. Any new lease made pursuant to this section shall have the same priority with respect to other interests in the Premises as the Lease. The provisions of this section shall survive the termination, rejection, or disaffirmance of the lease and shall continue in full effect thereafter to the same extent as if this section were independent and an independent contract made by Lessor, Lessee, and the Permitted Mortgagee.

5. The Lessor shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that Lessor sends a notice of default under the Lease to Lessee, Lessor shall also send a notice of Lessee's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 of the Lease to the Permitted Mortgagee to Lessor by a written notice to Lessor sent in the manner set forth in said Section 14.2 of the Lease.
Exhibit: RESTRICTIONS

RESTRICTIONS ON USE OF PROPERTY:

1. Lessee shall occupy the Improvements as its primary residence at least 10 months each year, except, in cases of illness, leaves of absence for education or training or other exigent circumstances, and with the advance written approval of, and according to conditions as specified by Lessor. Approval shall not be unreasonably withheld.

2. Lessee shall not rent any portion of the Leased Premises or Improvements without Lessor’s prior written approval, nor permit any use or occupancy of the Improvements except in compliance with these Restrictions.

3. Only the following buildings shall be permitted on the property: One single family residence, and a garage. One outbuilding. No Accessory Residential Units are allowed according to the FDP permit # 06-0018 dated December 27, 2006.

4. Fencing is permitted outside of the Landscape Surface Area according to Teton County’s Wildlife Friendly Fencing regulations. Fencing is not allowed in front of the units.

5. Electric and telephone utility lines have been installed underground in the shared access roads and common rights-of-way. Maintenance of the service lines to the Improvements from these underground utility lines shall be the responsibility of the Lessee.

6. Lessee shall not engage in any business activity on the Leased Premises or Improvements except for those business activities not requiring access to the property by the public or business invitees, such as an artist studio, and only after having received written permission from the Lessor and only after having received all required necessary licenses and permits. No window or other display of material or merchandise connected with the home business is permitted. No signage connected with the home business is permitted.

7. Lessee shall not erect any signs on the Lease Premises, except those required under the development permit obtained from Teton County.

8. Lessee may park up to a MAXIMUM of 2 motor vehicles that are operable, registered and insured, and used for personal transportation, on the Leased Premises. Additionally, Lessee may park or store recreational vehicles, ATVs,
boats, kayaks, tractors, motorcycles, four wheelers, or snowmobiles on the Leased Premises, provided that they are parked or stored in the garage.

9. No recreational vehicles, ATVs, boats, kayaks, tractors, motorcycles, four wheelers, or snowmobiles are permitted on the common areas.

10. **1 dog is permitted, but must be restrained at all times.** The Wilson Park HOA will levy a fine of $100 if a dog is discovered harassing wildlife or humans. A second offence will get a $200 fine and possible destruction of the dog. Indoor pets are allowed.

11. Outside storage is permitted, but must be kept clean and tidy.

12. Lessee is responsible for maintenance and care of the exterior and interior of the unit as well as the irrigation and landscaping of the individual lot.

13. The following items are allowed in the Landscape Surface Area (LSA): Gardens, Swingsets, Jungle Gyms. Structures such as decks, outbuildings, and fences are not allowed in the LSA.

14. Outside of the LSA, Decks, cornices, canopies, eaves, porches, bay windows, patios and similar architectural features may encroach into a side or rear yard by not more than 4 ft. Covered or uncovered decks, porches, and balconies may encroach into a front yard by not more than 6 ft. Outbuildings may be built in the non LSA. They must have setbacks of 20 ft from front or road easement, 20 ft for rear, 10 ft for sides.

15. No satellite dishes other than small DSS –type dishes are permitted on the Leased Premises without Lessor’s prior written approval.

16. Lessee is responsible for the collection of garbage from the Leased Premises. Garbage receptacles must be bear proof.

17. The feeding of wildlife is prohibited.

18. Lessee shall comply with the rules and regulations of the Wilson Park Homeowners’ Association as adopted from time to time.
WILSON PARK
FINAL DEVELOPMENT PLAN
DEV 06-0018

STAFF REPORT: SUSAN JOHNSON
OCTOBER 23, 2006

APPLICANT: Teton County, Teton County School District, Teton County Housing Authority, Wilson Trailer Park, LLC

AGENT: Nelson Engineering

REQUEST: Applicant is requesting approval of a Final Development Plan to subdivide four (4) parcels totaling 6.16 acres into 17 lots, 14 of which are proposed to be residential lots, with one (1) lot proposed to be common area, one (1) lot proposed to house the Old Wilson School, and one (1) lot to remain undeveloped at this time, but reserved for future development for Teton County School District employees.

PLANNING COMMISSION & STAFF RECOMMENDATION

Planning Commission and Staff recommend that the Board of County Commissioners APPROVE Development Plan DEV 06-0018 based upon finding that the application meets all applicable standards set forth in the approved Old Wilson School Site Housing Development Sketch Plan (SKC 05-0003) and the Teton County Land Development Regulations, with the following conditions:

1. Prior to issuing the Development Permit the applicant shall submit a Landscape Plan for Lots 15, 16, & 17 prepared by a Landscape Architect registered in the State of Wyoming, that shall be reviewed and approved by staff.

2. The Grading and Erosion Control Permit shall be required to contain a Stormwater Management Plan that meets the requirements for approval by the County Engineer and construction fencing shall be shown on the Grading and Erosion Control Plan to protect the large spruce tree to be preserved near Old Schoolhouse Lane.

3. Prior to application for Final Plat, the applicant shall complete a Parcel Boundary Adjustment with the property directly adjacent to and east of the Wilson Trailer Park, 5605 W. Main Street, Wilson (currently owned by the Tyler's), which shall include the access easement as shown in the Final Development Plan.

4. The plat shall include the amount and location of Landscape Surface Area and the uses permitted in that area, as outlined in the approved Final Development Plan.

5. The plat shall contain a notation stating that if Lot 17 develops more than eleven (11) residences, a new sketch plan submittal shall be required that includes a traffic analysis based upon the amount of development proposed on that parcel.

6. Prior to approval of the Final Plat the applicant shall post a financial surety in the amount of 125% of the cost for the required road and utility improvements, excluding the eastern section of Schwabacher Lane, and a surety equal to 125% of the cost of supplying and installing the plant materials for the approved Landscape Plan.

7. Prior to approval of the Final Plat the applicant shall address existing water rights on the property to the satisfaction of the State Engineer's Office.

8. Lot 1 and Lots 8 - 14 shall be deed restricted as affordable lots with no accessory residential use permitted, and the plat shall reflect the 20-foot rear yard setback requirement for Lot 1.

9. At the time application is made for each Building Permit for Lots 1-14, one plant unit of landscaping shall be shown on each site plan, to be completed prior to issuing the Certificate of Occupancy.

10. At the time application is made for each Building Permit, connection to the Wilson Sewer District shall be required.

11. No dogs are permitted on the worksite during construction.
PLANNING COMMISSION MEETING October 9, 2006

Results: DEV 06-0018—Motion to APPROVE based upon finding that the application meets all applicable standards set forth in the Teton County Land Development Regulations with conditions 1 through 11, carried unanimously, 3-0, with Tony Wall and Joe Palmer absent.

Planning Commission discussion focused on three (3) main topics: exceptions not being required for the seven (7) Trailer Park lots, the additional impacts of permitting accessory residential units (ARUs) on the market lots, and the proposed infrastructure.

While the Planning Commission agreed with the recommendation to not require development exceptions on the affordable housing lots, they questioned the recommendation to not require development exceptions for the seven (7) market lots. The Planning Commission felt that the market lots could potentially cause additional impacts than the existing trailers because the existing trailers may not have all been occupied and they could have ARUs associated with them. Staff explained that this was an attempt to be consistent with past methods of calculating exceptions, as the same methodology was employed for the Millward Development and with all Section 7270 subdivisions.

Another topic of discussion included impacts from increased density, including traffic-related impacts. The original traffic analysis included 25 single-family dwelling units plus 14 ARUs, which is a total of eleven (11) single-family dwelling units and seven (7) ARUs greater than what is being proposed with this application. The functional classification of Main Street is a “Major Collector” with an existing traffic volume between 2,000 and 5,000 Average Daily Traffic (ADT). The proposed development at Sketch Plan, according to the traffic analysis, will generate up to 330 additional vehicles per day. However, this application is only proposing 14 single-family dwelling units, with a maximum of six (6) ARUs, as the Schwabacher parcel is not proposing any dwelling units at this time. Combining the existing ADT of over 1,300 (550 vehicles per day according to the traffic analysis) with this proposed development’s ADT of 173 the total ADT for Main Street Wilson will be approximately 1,473, which is well below the maximum 5,000 ADT for Main Street and will not affect the roadway’s level of service.

There was public comment on this topic, as well, with two (2) citizens expressing concerns about traffic impacts related to the additional density proposed. The Planning Commission wanted to make it clear to the Board of County Commissioners that they recommend the Board discuss the issue of ARUs and that the Planning Commissioners feel comfortable removing ARUs from the project. Staff does have some concerns about removing ARUs from the project, as ARUs are an outright use permitted in the AR district.

Finally, the Planning Commission discussed the applicant’s request to amend condition # 1 (new condition #6), to permit the eastern portion of Schwabacher Lane to be shown on the approved Final Development Plan, but not be required to post a financial surety for that portion of the road, as it does not provide essential access to any of the lots in the current proposal. The School District would like to have the option to construct the road prior to submitting a development plan for the Schwabacher parcel, as the cost of construction will only increase in the future. The condition was amended pursuant to the applicant’s request. In addition, the applicant discussed avoiding the root system of the large spruce tree in order to save the tree.

BACKGROUND

SITE DESCRIPTION:

Zoning Districts: Auto-Urban Residential (AR) and Public/Semi-Public (P/SP) with no Overlay

Property Size: Four (4) parcels totaling 6.16 acres

Property Location: 5655 W. Main Street, Wilson, Wyoming, the site of the Old Wilson School; and 1455 N. Lyman Lane, Wilson, Wyoming, the site of the Wilson Trailer Park. Located directly north and across the street from Owen Bircher Park; (S 22, T 41N, R 117W).
VICINITY MAP

Project History:
The 0.49-acre Old Wilson School Community Center is owned by the County and was originally part of the Schwabacher parcel. This larger parcel was owned by the Teton County School District for many years following the donation of land pursuant to the HHR and Wilson Meadows Subdivisions approval process. The site of the new Wilson School was provided as an exaction parcel for housing under the development approval. The School District requested an exchange of land, recognizing the need to expand the old school and thinking it would benefit from the central residential location. The Commissioners accepted but before the exchange transaction took place, the Schwabacher grantor/father died. The remaining heirs realized there was a reverter clause in the original warranty deed to the School District indicating the property would revert to the Grantor if it ceased to be used for school purposes at any time.

Legal action ensued and the County settled with the School District and the Schwabachers. The result was that the northern portion of the Schwabacher parcel would remain with the School District. The southern portion could then be transferred by the School District to Teton County for the exaction agreement. Shortly thereafter some Wilson community members lobby the county to save the schoolhouse for a community center and the Board of County Commissioners granted the lease agreement on the western portion of the remainder housing exaction parcel. It was then agreed to split the parcel, and the TCHA had a survey, map, and legal documents prepared creating two separate parcels, now recognized as the TCHA parcel and the Community Center parcel, still held by the County.

The Wilson Park Development Plan is a public/private development/redevelopment effort between a partnership of four property owners (including the Williams Trailer Park, LLC as one of the applicants not previously mentioned) designed to meet the needs and mandates of the individual applicants as well as the community at large.

Sketch Plan Approval:
On April 11, 2006, the Board of County Commissioners approved the Old Wilson School Site Housing Development Sketch Plan (SKC 05-0003) and the Amendment to the Official Zoning District Map (DBA 05-0003) with eleven (11) conditions. The Zoning Map Amendment approved changing the zoning on the Old Wilson School parcel and the Schwabacher parcel from Neighborhood Conservation-Single Family (NC-SF) to Public/Semi-Public (PSP), and the TCHA parcel and the Wilson Trailer Park from NC-SF to Auto-Urban Residential (AR). All eleven (11) conditions have been fulfilled except a condition associated with Building Permits, DEQ, Stormwater Management, and Grading, which are being carried forward as recommended conditions of approval for this Final Development Plan. The Sketch Plan was approved as delineated in the following table:
APPROVED AT SKETCH PLAN:

<table>
<thead>
<tr>
<th>Development Proposal:</th>
<th>Old Wilson School Parcel</th>
<th>Housing Authority Exaction Parcel</th>
<th>Schwabacher Parcel</th>
<th>Wilson Trailer Park Parcel</th>
<th>Total Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Community Center to remain</td>
<td>7 affordable lots (1 SFD per lot)</td>
<td>10-13 housing units</td>
<td>1 affordable lot (1 SFD)</td>
<td>6 market lots (1 SFD +1 ARU per lot)</td>
<td>(Community Center)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8 affordable lots</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>+10-13 housing units</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30-33 housing units</td>
</tr>
</tbody>
</table>

Open Space: 67,613 sf

Current Proposal: The Final Development Plan application is substantially similar to what was approved at Sketch Plan. It proposes a total of 17 lots, including: eight (8) affordable lots, six (6) market lots, a common area lot, the Old Wilson School lot, and the Schwabacher lot. In addition, the application proposes all of the access/utility easements and infrastructure required to access the proposed lots, more than the minimum required Open Space Ratio (OSR) and Landscape Surface Ratio (LSR) for this application, as well as the minimum required setbacks. The major difference is that this Final Development Plan application includes development proposals only on the Housing Authority parcel and the Wilson Trailer Park parcel. However, the Old Wilson School and Schwabacher parcels are included in this application because they contain a portion of the minimum required OSR/LSR.

KEY ISSUES

ISSUE 1: Does the proposed development meet the criteria for Open Space Ratio or Landscape Surface Ratio?

Open Space Ratio vs. Landscape Surface Ratio

Throughout Sketch Plan, the proposed development referred to the minimum required Open Space Ratio (OSR) for the project. There was much discussion about Open Space, and Table 2400, which establishes the minimum “OSR/LSR” required for this application, does not distinguish whether OSR or LSR (Landscape Surface Ratio) is required. In fact, the minutes from Sketch Plan approval clarify that OSR and LSR “were the same in terms for this application.” However, upon closer inspection of the definition of OSR vs. LSR, OSR is required to meet the standards of LDR Section 4300, Open Space Standards for Residential Development, which includes providing areas of public benefit and protection under a conservation easement. Pursuant to the Teton County Scenic Preserve Trust (TCSPT) Coordinator’s (Maggie Schilling’s) review of the proposal (attached), a conservation easement would not be appropriate for this project. Essentially, there is a lack of public benefit because the open space does not meet any of the criteria for compliance with open space standards as outlined in the LDRs, as it would essentially require monitoring fragmented open space adjacent to high density in people’s back yards.

Rather, Ms. Schilling suggests bringing the application into compliance with the LDRs by designating the proposed open space as LSR, rather than OSR, which the applicant has done. Utilizing LSR will provide the same outcome as OSR, as it requires the same ratio and has similar restrictions, but will not require the County to assume the liability of annual monitoring expenses and potential litigation costs for enforcement actions.

Instead, the required LSR will be shown as such on the plat, which would require a vacation and replat of the proposed subdivision in order to change the configuration of the LSR, and which would not permit any reduction in LSR without a commensurate reduction in density.

Landscape Surface Ratio is defined as “the proportion of a nonresidential development, or mixed-use development, that is required to be provided upon development as landscape surface area.” The proposed development complies with the definition of LSR, as this project is considered a “mixed-use” development with the inclusion of the Old Wilson School community center. Landscape Surface Area, as referenced in the definition of Landscape Surface Ratio, is “a land surface not covered by buildings or
structures or impervious surface, except facilities and/or impervious surfaces specifically permitted in Section 4150, Standard Plant Unit. Once landscaped according to Division 4100, Landscaping Standards, the landscape surface area shall be left undisturbed and maintained to support plant life.

Due to the strict definition of LSA, and the fact that the much of the LSA would fall within people’s back yards, staff recommends permitting specific uses within the LSA that include typical items found in back yards, including: gardens, swing sets, and jungle gyms. In addition, pursuant to an agreement the Schwabacher family has with the Teton County School District, a small memorial to the Schwabacher family that is less than four (4) feet in height is required to be placed on the site, and is recommended to be permitted in the LSA, as well.

ISSUE 2: Should future development of the Schwabacher parcel be restricted to what was represented for trip generation and traffic data at Sketch Plan?

Future development of the Schwabacher parcel

The Old Wilson School Site Sketch Plan proposal included a conceptual idea for development on the entire site, including the Schwabacher parcel. In particular, the traffic analysis was specifically based upon a trip generation for the equivalent of 25 single-family dwelling units and 14 ARUs. The Final Development Plan is proposing a total of 14 single-family dwelling units plus the possibility of an additional six (6) Accessory Residential Units (ARUs) on the market lots. In the absence of a development plan for the Schwabacher parcel, Paula Stevens, Transportation Planner, recommends a condition that limits the number of single-family lots on this parcel to no more than eleven (11), including a note on the plat to ensure the original intent is achieved.

The applicant suggests that rather than limit the number of single-family lots on this parcel, that a note be added to the plat that requires a new traffic analysis be prepared for the development if more than eleven (11) single-family lots are proposed on this lot in a future development plan application. Staff is comfortable with this recommendation from the applicant, with the condition that if more than eleven single-family lots are proposed on the Schwabacher parcel (Lot 17, Wilson Park), the applicant shall be required to submit a new Sketch Plan that includes a traffic analysis based upon the development proposed on that parcel.

ISSUE 3: Should the applicant be required to pay an exaction fee-in-lieu?

Exaction Fee

The applicant proposes that the Wilson Trailer Park parcel not be assessed a development exaction because the proposed seven (7) lots are in replacement of seven (7) housing units that already exist on the property. Therefore, the development will not result in an increase in the use of parks, school facilities, or other public services. The applicant also proposes that the TCHA parcel not be assessed a development exaction because this parcel was an exaction parcel itself and should therefore not be subject to an exaction. In addition, pursuant to LDR Section 49500.1, the applicant requests that the Board of County Commissioners waive exaction requirements because the development meets affordable housing criteria as established by the Board.

For the Wilson Trailer Park parcel staff recommends consistency with the exaction fee calculation method that was applied to the Millward affordable housing development. Millward only calculated exaction fees for the new units that were created, therefore since there are seven (7) existing trailers being replaced by seven (7) new homes, no new units are being created and no exaction should be required. In addition, since the TCHA parcel was an exaction parcel itself, staff concurs with the applicant that no exaction should apply to the seven (7) units to be constructed on this parcel, as well. Staff recommends that the Board of County Commissioners waive the exaction requirement for this project. However, the Planning Commission has concerns about permitting ARUs on the six (6) market lots, and that those ARUs will contribute to additional impact than the seven (7) trailers that existed in the Wilson Trailer Park. The Planning Commission felt comfortable removing the right to construct ARUs on the market lots due to the potential for increased density and related impacts.

RELATIONSHIP TO THE COMPREHENSIVE PLAN

Chapter 1: Community Vision

To guide and manage change and development to:
✓ support and promote a diverse social and economic population that includes a resident work force;
✓ preserve the traditions and character of the Rocky Mountain West and Wyoming, including ranching and through architectural design;

Board of County Commissioners NB 1-5 October 31, 2006
✓ promote economic sustenance that does not depend on population growth;
✓ set aside, for generations to come, scenic vistas and wildlife habitat;
✓ maintain and enhance environmental quality, including air and water quality; and
✓ maintain outdoor recreation and adventure opportunities.

The guiding principles shown below have been articulated to reconcile the benefits of growth with the benefits of growth management.
1. Teton County's wildlife and scenic resources are a local and national treasure, and, therefore, the community recognizes a stewardship responsibility for their protection. Future development in Teton County will take place in this context.
2. The intent of this Plan is to create conditions for a sustainable visitor-based economy not dependent upon growth, and an economy that reflects the unique small-town, Western commercial character of Jackson, and the outdoor recreational opportunities of Teton County as key components of the visitor experience.
3. As a community grounded in values of individualism, fairness and hospitality, the intent of this Plan is to provide property owners and local businesses with as much flexibility as possible in the use and development of their property. Local elected officials will be entrusted with discretionary decision-making power to protect public health, safety and welfare.

Complies. The proposal contains elements that would promote and support diverse economic and social populations that do not adversely affect environmental quality or wildlife and scenic resources. The development is proposed in a location that is serviced by existing transportation and utility infrastructure, and the intensity of use proposed for this property is consistent with the stewardship goals of this chapter.

Chapter 2: Population, Economy, and Growth
Goals:
1. To manage growth based on the community character vision, so that growth achieves beneficial outcomes throughout the community.
2. To support a balance of growth among residential, commercial, and resort development to preserve and enhance community character.
3. To encourage enhancement of the types of visitor services that emphasize the area's unique outdoor attributes.
4. To define the future boundaries of growth necessary to preserve community character.
5. To manage the rate of growth in the residential, resort and commercial sectors in a way that allows the community to change while preserving community character.

Complies. The proposal is consistent with the goals of this Chapter. The proposal supports a balance of residential development types within the context of the community, and does not expand the existing growth boundaries of the Wilson area.

Chapter 3: Community Character
Goals:
1. To maintain a sense of place and of community, and a way of life based upon Teton County's western heritage.
2. To protect Teton County's natural and scenic resources, including wildlife, as a primary element of community character.
3. To maintain social and economic diversity.
4. To maintain a balance between visitation and community life.
5. To preserve the character of some existing neighborhoods and commercial centers and to enhance others through redevelopment.
6. To guide the development of "mixed-use villages."

Complies. The proposal represents an effort to develop/revitalize a mix of market and affordable housing within the context of the existing, surrounding neighborhood. The neighborhood along West Street, immediately adjacent to the proposed development, is characterized by small lots less than one-quarter acre in size. The proposal seeks to continue this development pattern, while preserving the community character of the Old Wilson School. The development is also consistent with the idea of Wilson as a mixed-use village, in that the proposed development is located immediately adjacent to a public park, and within a walkable distance from the Wilson commercial area along Highway 22.

Chapter 4: Natural and Scenic Resources
Goals:
1. To preserve and protect wildlife habitat, including continuous migration corridors.
2. To protect environmentally sensitive and physically unsafe areas from development.
3. To preserve the scenic quality of the environment.
4. To protect significant natural features and land forms.
5. To encourage restoration of environmentally degraded areas.
6. To preserve open space.
7. To foster, promote and encourage ranching.
Complies. The properties proposed for development do not contain any protected natural resources, significant landforms, or environmentally sensitive areas.

Chapter 5: Affordable Housing
Goals
1. To provide a variety of quality affordable housing for Teton County's socially and economically diverse population.
2. To establish a balanced program of incentives, requirements, and public and private actions to provide affordable housing.

Complies. This proposal is a cooperative development proposal between both public and private entities to supply a mix of affordable and market housing opportunities. Of the 14 single-family lots within the proposed AR districts, 8 would be available for affordable housing development, and six would sell as market-rate lots. In addition, the Teton County School District parcel is to be developed at a future date to supply affordable housing for teachers and other personnel employed by the School District.

Chapter 6: Commercial and Resort Development
Goals:
1. Economic development efforts shall be consistent with community character, natural resources and affordable housing goals.
2. To preserve and protect the economic vitality of the community by ensuring that the quality of the natural and built environment and unique western character are maintained.

Not applicable. The proposal has no impact on commercial and resort development.

Chapter 7: Community Facilities
Goals:
1. Anticipate community facility needs due to planned levels and locations of growth.
2. Maintain up-to-date Town and County development actions, and/or adopt impact fees, which ensure that growth pays its fair share of the costs of park and recreation facilities, transportation, water supply and wastewater treatment facilities, fire protection facilities, government facilities and schools.

Complies. The proposal is consistent with the goals of this chapter. The proposed development is located in an area that is serviced by existing community infrastructure including roadways, wastewater treatment facilities, schools, and a neighborhood park. WYDEQ has determined the adequacy of the proposed water and sewer system, and the Wilson Sewer District has stated there is adequate capacity available to serve 25 single-family homes and will provide the sewer service requested.

Chapter 8: Transportation
Goals:
1. To systematically plan for future mobility that meets the needs of residents and tourists within the context of community character.
2. To decrease the rate of anticipated vehicular traffic growth in the community.
3. To improve the safety and efficiency of the transportation system in Jackson and Teton County.
4. To coordinate the administration of the overall transportation system.

Complies as conditioned. The current proposal will generate 173 vehicle trips per day, based on 14 single-family residences at 9.5 trips per residence, plus six (6) ARUs at 6.7 trips per ARU. Considering there are seven (7) existing housing units on the Wilson Trailer Park property, the increase in traffic should only be calculated for the seven (7) additional affordable housing units and the potential six (6) ARUs, which would generate an additional 106.7 vehicle trips per day. However, Sketch Plan approval was based on a traffic analysis for 25 single-family residences plus 14 ARUs. This included eleven (11) single-family dwellings and eight (8) ARUs on the Schwabacher parcel generating a total of 158 vehicle trips per day on the Schwabacher parcel, combined with the proposed 173 vehicle trips per day, for a total of 331 vehicle trips per day. Analyzed separately or combined with the Schwabacher parcel, the proposed development complies with County Roadway standards that would allow for this anticipated increase in traffic demand. However, should the Schwabacher parcel be developed at a density greater than eleven (11) units, the applicant shall be required to submit a new sketch plan that includes a traffic analysis based upon the amount of development proposed on that parcel. In addition, the applicant is building a pathway as part of this proposal, a local commercial area is located within walking distance of the proposed development, and Wilson would be a logical expansion of the public transit service.

Chapter 9: Intergovernmental Coordination
Goal:
1. To achieve a high level of cooperation and coordination among the various state, federal, and local agencies operating in Teton County.
Complies. The Wyoming Department of Environmental Quality, County Road and Levee Department, and the Teton Conservation District were included in the review process for this proposed development. Their respective comments are included in the “Required Reviews” section of this Staff Report.

Chapter 10: Agricultural Resources

Goals:
To encourage agricultural activities in Jackson Hole because:
1. It is productive use of land.
2. It contributes to Jackson Hole’s unique community character.
3. It provides and maintains critical habitat for wildlife.
4. It is the primary foreground view for the scenic vistas so popular among tourists and residents alike.
5. It is a tourist attraction in and of itself and as well as providing a context for such attractions as the rodeo and County Fair.
6. It lends diversity and tradition to a rapidly changing area.

Not Applicable. The proposal does not impact agricultural resources.

RELATIONSHIP TO THE APPLICABLE LDRs

Table 2400, Schedule of Dimensional Limitations

The portion of the property proposed to be developed is comprised of 3.15 acres and lies within the Auto-Urban Residential (AR) zoning district. Also part of the development are the 2.52-acre Schwabacher parcel and the 0.49-acre Old Wilson School parcel that lie within the Public/Semi-Public (P/SP) zoning district, for a total of 6.16 acres. The applicant proposes to create 14 single-family lots and a common area lot in the AR zoning district, and utilize acreage within the P/SP lots to fulfill the LSR requirement. The following table outlines the Required Dimensional Limitations for the residential AR lots and what would be required/proposed/allowed on each of those lots:

<table>
<thead>
<tr>
<th>Floor Area Ratio &amp; Total Square Footage</th>
<th>Min. Lot Area (sq. ft.)</th>
<th>Min. Street Yard (ft.)</th>
<th>Min. Rear Yard (ft.)</th>
<th>Max. Height (ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Allowed/Required</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lots 1-7; 0.32</td>
<td>7,500</td>
<td>20</td>
<td>10</td>
<td>Lots 1-7; 20/4*</td>
</tr>
<tr>
<td>Lots 8-14; 0.30</td>
<td></td>
<td></td>
<td></td>
<td>Lots 8-14; 30</td>
</tr>
<tr>
<td>Proposed Lot 1</td>
<td>0.32/1,315</td>
<td>10,187</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Proposed Lot 2</td>
<td>0.32/1,801</td>
<td>7,679</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Proposed Lot 3</td>
<td>0.32/1,806</td>
<td>7,695</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Proposed Lot 4</td>
<td>0.32/1,842</td>
<td>7,756</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Proposed Lot 5</td>
<td>0.32/1,842</td>
<td>7,756</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Proposed Lot 6</td>
<td>0.32/1,842</td>
<td>7,755</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Proposed Lot 7</td>
<td>0.32/2,210</td>
<td>10,857</td>
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<td>10</td>
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<tr>
<td>Proposed Lot 8</td>
<td>0.30/1,170</td>
<td>7,500</td>
<td>20</td>
<td>10</td>
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<tr>
<td>Proposed Lot 9</td>
<td>0.30/1,170</td>
<td>7,500</td>
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<td>10</td>
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<tr>
<td>Proposed Lot 10</td>
<td>0.30/1,170</td>
<td>7,500</td>
<td>20</td>
<td>10</td>
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<tr>
<td>Proposed Lot 11</td>
<td>0.30/1,218</td>
<td>7,504</td>
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<td>10</td>
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<tr>
<td>Proposed Lot 12</td>
<td>0.30/1,688</td>
<td>8,250</td>
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<td>10</td>
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<tr>
<td>Proposed Lot 13</td>
<td>0.30/1,177</td>
<td>7,817</td>
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<td>10</td>
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<tr>
<td>Proposed Lot 14</td>
<td>0.30/1,090</td>
<td>7,530</td>
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<td>10</td>
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<tr>
<td>Proposed Lot 15</td>
<td>Common Lot</td>
<td>23,236</td>
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<td>N/A</td>
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<tr>
<td>Proposed Lot 16</td>
<td>Existing Old Wilson School</td>
<td>21,229</td>
<td>Existing (45)</td>
<td>Existing (30)</td>
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<tr>
<td>Proposed Lot 17</td>
<td>Subject to future approval</td>
<td>109,982</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Lots 2-7 are permitted one Accessory Residential Unit (ARU), which allows a 6' rear-yard setback if the ARU is detached (accessory residential uses will not be permitted on Lot 1, affordable lot).

Table 2400, Minimum OSR/LSR

The proposed development requires a minimum 67,613 square feet of Landscape Surface Ratio (LSR) based upon the following formula:
The total LSR being proposed for this development is 67,712 s.f., which exceeds the minimum requirement by 99 s.f. A portion of the required LSR is being provided on the Old Wilson School property and the Schwabacher parcel, which is why they are being included in this application (see Key Issue #1). The amount and location of the proposed LSR shall be memorialized on the Wilson Park plat, as conditioned.

Division 3200, Natural Resources Protection and Natural Resources Overlay (NRO) District
No protected resources are found on the subject property, and no portion of the proposed development lies within the Natural Resources Overlay (NRO).

Division 4100, Landscaping Standards
All new residential development shall provide one (1) plant unit per dwelling unit.

The applicant has proposed that the required landscaping for all residential lots be required for each lot at the time application is made for a Building Permit. Staff feels this is acceptable, since the lots are to be sold and it is difficult to know precisely where the structure will be located on each lot. Staff recommends this be a Condition of Approval. Staff recommends a condition requiring the applicant to submit a Landscape Plan for the revegetation of Lots 15 - 17 prepared by a Landscape Architect registered in the State of Wyoming that shall be reviewed and approved by staff, prior to issuing the Development Permit.

Section 4170, Landscaping Installation and Maintenance
The applicant proposes that Lots 1 - 14 fulfill their plant unit requirement at the time of Building Permit application, prior to issuing the Certificate of Occupancy, as conditioned. A surety for completion of landscaping may be required if an applicant for a Building Permit wishes to obtain their Certificate of Occupancy prior to completion of required the landscaping. The applicant shall provide a performance bond equal to 125% of the cost of supplying, installing, and irrigating (if applicable) the plant materials for the approved Landscape Plan, prior to issuing the Development Permit.

Table 4240, Parking Standards
The proposed development requires a minimum of two (2) parking spaces per dwelling unit. Should any Accessory Residential Units (ARUs) be constructed, each ARU requires an additional 1.5 parking spaces per bedroom. Because there are no structures proposed at this time, this standard will be evaluated for compliance during the Building Permit review.

Division 4600, Signs
There are no proposed signs planned for this project. However, a memorial is proposed to be located within the development at a future date.

Division 4700, Transportation Facilities
- Access to all lots will be from either Old Schoolhouse Lane or Schwabacher Lane. Old Schoolhouse Lane will take direct access from Main Street, for which a County Access Permit is required prior to issuing the Development Permit. The applicant has made application for this permit with the Teton County Road Superintendent.
- The easement width is proposed to be a 60 foot-wide utility and road easement, as required. The proposed drive surface is 20 feet, which is the minimum requirement per Table 4740.K for a Minor Local Road.

All access standards, as well as all street and road standards have been met.

Division 4800, Utility Standards
The applicant is required to provide evidence of adequate water supply to the satisfaction of the County Engineer and Wyoming Department of Environmental Quality (WYDEQ). In addition, the applicant is proposing to connect to the Wilson Sewer District, which is a recommended condition of approval. A Wyoming DEQ Permit to Construct shall be required prior to issuing the Development Permit.

All utilities are to be buried in the proposed access and utility easement.

Division 4900, Stormwater Management Standards
The County Engineering Department will require specific details of stormwater management at the time application is made for a Grading and Erosion Control Permit.

Division 49100, Grading and Erosion Control
A Teton County Grading and Erosion Control Permit will be required for the construction of the proposed access road and installation of associated utilities. The applicant shall address the driveway culvert requirement at the time application is made for a Grading and Erosion Control Permit.
Division 49400, Residential Affordable Housing Standards
Although the Teton County Housing Authority (TCHA) is an applicant, they provided a review of the proposal pursuant to the requirements of Division 49400. Due to the TCHA parcel being an exaction parcel for affordable housing, there is no affordable housing requirement. The applicant is proposing to dedicate one (1) lot to satisfy the affordable housing requirement from the Wilson Trailer Park parcel, which is developing six (6) market lots. Because these free-market lots may be developed with up to four (4) bedrooms, the affordable housing requirement is as follows:

<table>
<thead>
<tr>
<th>Proposed Number of Bedrooms per New Lot</th>
<th>4.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of People Housed (6 lots x 4 housed by a 4-bedroom unit)</td>
<td>24.0</td>
</tr>
<tr>
<td>Number of People Requiring Affordable Housing (15% x 24)</td>
<td>3.6</td>
</tr>
</tbody>
</table>

A fee-in-lieu would cost:
- 1.6 x Category 1 fee of $23,700 = $37,920
- 1 x Category 2 fee of $18,700 = $18,700
- 1 x Category 3 fee of $2,400 = $2,400

Total: $59,020

Section 49450.A.4.c of the LDRs calls for construction of units on-site, unless construction on-site is impractical. Section 49450.B allows the applicant to convey land to the county if the fair market value of the land is at least equal to the equivalent in-lieu fee. Based on other sales in the neighborhood, the improved lot that the applicant is dedicating is worth approximately $400,000. Considering that the applicant is also sharing infrastructure costs for water, sewer, roads and fire hydrants with the TCHA for the entire project, the conveyance of land and shared infrastructure costs far surpass the equivalent fee-in-lieu of $59,020.

Division 49500, Development Exactions
The applicant proposes that no exaction fees be required for the proposed development (see Key Issue #3).

REQUIRED REVIEWS

Teton County Engineering Department
County Engineer:
- The County Engineer has provided no comments on the proposed subdivision.

County Sanitarian:
- An approved Grading and Erosion Control permit that includes driveway culvert requirements is required prior to commencement of any land disturbing activities on the site.
- The project will connect to the Wilson Sewer District. Wyoming DEQ has provided a Permit to Construct and the Wilson Sewer District has stated in writing they will serve the proposed development.

Teton County Fire Marshal
- The plan incorporates the issues of Fire/EMS and is acceptable as submitted.
- The fire hydrant system will provide 500 gpm for a 2 hour minimum duration, as required.

Teton County Sheriff
- There are no law enforcement issues with the plan.

Teton Conservation District:
- Recommends a long-term revegetation and associated maintenance plan for the open space areas.
- The required Landscape Plan will address this concern.
- Recommends consultation with Teton County Weed and Pest for noxious weed control.
- Noxious weed control is addressed in the Landscape Plan (drawing #8) and will again be addressed in the required Grading and Erosion Control Plan, as conditioned.
- Recommends an environmental review to determine the presence of hazardous material on the site.
- The applicant does not agree that an environmental review is warranted. Staffconcurs.
- Recommends monitoring erosion control measures during construction to insure the measures are actually working.
- The applicant has agreed to address this in the Grading and Erosion Control application.

Teton County Scenic Preserve Trust
- Recommends the proposed open space be designated as LSR, not OSR.
The applicant has changed the term OSR to LSR (note: the amount of OSR/LSR has not changed).

Teton County Housing Authority
- Section 49450.B allows the applicant to convey land to the County if the fair market value of the land is at least equal to the in-lieu fee of $59,020.00.
- The applicant has agreed to dedicate an on-site lot for affordable housing that is valued at approximately $400,000.00.

Teton County Road and Levee Department
- The applicant has received a County Road Access Permit from the Teton County Road Superintendent.

Teton County Transportation Planner
- The traffic analysis prepared for Sketch Plan was predicated on a total of 25 single-family lots, therefore a condition is recommended that limits the number of single-family homes on the Schwabacher parcel to no more than eleven (11).
- The approval has been conditioned to reflect this recommendation.
- The Old Wilson School Community Center depicted formalization of on-street parking at Sketch Plan, which is not included in the Final Development Plan.
- The applicant believes that the pre-existing nonconforming parking situation at the Community Center will remain unchanged as a result of this development proposal.
- Drawing #8 depicts a memorial within the Main Street right-of-way, and without specific plans, the memorial should be removed from the application.
- The applicant has removed the memorial from the drawing, but added a note permitting the memorial to be located within the Landscape Surface Area, provided the memorial is less than four feet (4') in height.
- The applicant has not resolved staff's concerns regarding access to the Tyler property.
- The Wilson Trailer Park is proposing to complete a Parcel Boundary adjustment with the Tylers to resolve the access issue prior to Final Plat application, as conditioned.

Teton County Parks and Recreation
- The project will have no adverse effects on Owen Bircher Park, and exaction fees are recommended, if applicable.
- The applicant is not being requested to pay an exaction in-lieu fee (see Key Issue #3).

Wilson Sewer District
- The Wilson Sewer District will provide sewer service to the Wilson Park Subdivision.

Wyoming Department of Environmental Quality (WYDEQ)
- DEQ has no adverse recommendation on the proposed subdivision.

State Engineer's Office
- The State Engineer is generally not supportive of approving the development of the proposed subdivision at this time due to the applicant not addressing the subject water rights existing on the property.
- The applicant has agreed to address the water rights at the time application is made for Final Plat, which is reflected in condition #7.

NEIGHBORHOOD NOTIFICATIONS – PUBLIC COMMENT

As of the date of this staff report, three (3) public comments have been received. Two neighbors, John Wassen and Brot Coburn, have expressed concerns in writing over the future of the Schwabacher parcel, parking, snow storage, increased density due to guest houses being permitted on the market lots, increased traffic, noise, light pollution, and the loss of one of the large spruce trees near Main Street. Their comments, staff's reply, and a photo of the tree are attached to this staff report. One phone comment was received from Pam Mortensen, who expressed concerns over the proposed density and its impact on the environment, as well as expressing that there was too much affordable housing being proposed. In addition, at the Planning Commission hearing there was one additional public comment asking how much of the proposal was to be affordable housing and what the community benefit would be.

The applicant has agreed to make every effort to save the spruce tree. Staff has added a condition that the Grading and Erosion Control Permit show construction fencing on the plans that will protect the spruce tree.
STANDARDS FOR APPROVAL OF FINAL DEVELOPMENT PLANS

1. **Consistent with Comprehensive Plan.** The proposed Development Plan shall be consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use.

   **As conditioned, this standard is met.** See the “Relationship to Comprehensive Plan” section of this staff report.

2. **Impact on Public Facilities.** The proposed Development Plan shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMT facilities.

   **This standard is met.** The proposed development complies with all of the requirements for providing public facilities, meets all of the transportation requirements, and will connect to the Wilson Sewer District. The proposal will have minimal adverse impacts to public facilities.

3. **NRO/SRO.** The proposed Development Plan shall achieve the standards and objectives of both the NRO, pursuant to Division 3200, Natural Resources Overlay (NRO), and the SRO, pursuant to Division 3300, Scenic Resources Overlay (SRO) District.

   **Not Applicable.** The property is not in the NRO and there are no protected resources located on the property.

4. **Other relevant standards of these Land Development Regulations.** The proposed Development Plan shall comply with all standards imposed on it by all other applicable provisions of these Land Development Regulations for use, layout, and general development characteristics.

   **As conditioned, this standard is met.** See the “Relationship to Applicable LDRs” Section of this staff report.

5. **Conditional and Special Uses.** The proposed Development Plan shall comply with the conditional or special use standards, as applicable, pursuant to Section 5140.B, Conditional use standards, if the proposed use is specified as a Conditional or Special use in Table 2200, Use Schedule.

   **Not Applicable.** There are no Conditional or Special Uses as part of this application.

ATTACHMENTS

1. Plan Review Committee letters
2. Public Comment
3. Application materials
DEVELOPMENT PERMIT
DEV 06-0018
GRANTED TO TETON COUNTY SCHOOL DISTRICT, TETON COUNTY HOUSING AUTHORITY, TETON COUNTY, & WILSON TRAILER PARK, LLC FOR THE WILSON PARK FINAL DEVELOPMENT PLAN

Teton County, Teton County School District, Teton County Housing Authority, Wilson Trailer Park, LLC, having made application for a Development Permit to subdivide four (4) parcels totaling 6.16 acres into 17 lots, 14 of which are proposed to be residential lots, with one (1) lot proposed to be common area, one (1) lot proposed to house the Old Wilson School, and one (1) lot to remain undeveloped at this time, but reserved for future development for Teton County School District (DEV 06-0018) pursuant to Section 51200 of the Teton County Land Development Regulations, and the Teton Board of County Commissioners, having determined that all of the required standards are met, the Board of County Commissioners concludes that the applicant is entitled as a matter of law to the issuance of a permit. The Development Plan was approved at the Board's October 31, 2006 meeting and a Development Permit is hereby granted for creation of 17 new lots and associated infrastructure. This Permit is subject to the Limitations and Conditions established by the Board of County Commissioners, as listed below.

Dated on this 27th Day of December 2006
TETON COUNTY PLANNING DEPARTMENT

Susan Johnson, Senior Planner

PERMIT ISSUED FOR: Final Development Plan approval to subdivide four (4) parcels totaling 6.16 acres into 17 lots, 14 of which are proposed to be residential lots, with one (1) lot proposed to be common area, one (1) lot proposed to house the Old Wilson School, and one (1) lot to remain undeveloped at this time, but reserved for future development for Teton County School District, as set forth in the application materials received on June 5, 2006.

LOCATION: 5655 W. Main Street, Wilson, Wyoming, the site of the Old Wilson School; and 1455 N. Lyman Lane, Wilson, Wyoming, the site of the Wilson Trailer Park. Located directly north and across the street from Owen Bircher Park; Section 22, Range 117 W., Township 41 N.

LIMITATIONS AND CONDITIONS:

1. Prior to approval of the Final Plat the applicant shall submit a Landscape Plan for Lots 15, 16, & 17 prepared by a Landscape Architect registered in the State of Wyoming, that shall be reviewed and approved by staff.

2. The Grading and Erosion Control Permit shall be required to contain a Stormwater Management Plan that meets the requirements for approval by the County Engineer and construction fencing shall be shown on the Grading and Erosion Control Plan to protect the large spruce tree to be preserved near Old Schoolhouse Lane. Grading and Erosion Control Permit approved 12/19/2006.

3. Prior to application for Final Plat, the applicant shall complete a Parcel Boundary Adjustment with the property directly adjacent to and east of the Wilson Trailer Park, 5605 W. Main Street, Wilson (currently owned by the Tyler's), which shall include the access easement as shown in the Final Development Plan.

4. The plat shall include the amount and location of Landscape Surface Area and the uses permitted in that area, as outlined in the approved Final Development Plan.

5. The plat shall contain a notation stating that if Lot 17 develops more than eleven (11) residences, a new sketch plan submittal shall be required that includes a traffic analysis based upon the amount of development proposed on that parcel.
6. Prior to approval of the Final Plat the applicant shall post a financial surety in the amount of 125% of the cost for the required road and utility improvements, excluding the eastern section of Schwabacher Lane, and a surety equal to 125% of the cost of supplying and installing the plant materials for the approved Landscape Plan.

7. Prior to approval of the Final Plat the applicant shall address existing water rights on the properties to the satisfaction of the Planning Director. Should the applicant fail to address the water rights to the satisfaction of the Planning Director, the Planning Director shall require a financial surety in the amount of $3,500.00.

8. Lot 1 and Lots 8 – 14 shall be deeded restricted as affordable lots with no accessory residential use permitted, and the plat shall reflect the 20-foot rear yard setback requirement for Lot 1.

9. At the time application is made for each Building Permit for Lots 1-14, one plant unit of landscaping shall be shown on each site plan, to be completed prior to issuing the Certificate of Occupancy.

10. At the time application is made for each Building Permit, connection to the Wilson Sewer District shall be required.

11. No dogs are permitted on the worksite during construction.

PERMIT NUMBER: DEV 06-0018

NOTE REGARDING EXPIRATION OF DEVELOPMENT PERMIT: According to Section 51200.H. of Article V of the Teton County Land Development Regulations, all permits for a Development Plan shall expire twelve (12) months from the date of approval if no building permit has been issued to establish the use authorized by the permit, or if no applications for required subsequent permits have been submitted.

Permit expiration date: December 27, 2007
The Jackson/Teton County Affordable Housing Department’s annual work plan is informed by the Workforce Housing Action Plan (2015) and the Jackson/Teton County Comprehensive Plan (2012).

The FY20-21 Work Plan details the list of Housing Department tasks that will be continued or begun between March 2020 and June 30, 2021. The Gantt chart provided below provides a wider view of the new and existing work.

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<tr>
<th>Task</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>Staff Time Allocated for FY 20/21 (12 months)</th>
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<td>174 N. King Street (Town)</td>
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<td>Grove Phase 3 (County)</td>
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<td>430 &amp; 440 W. Kelly Ave. (Town)</td>
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<td>Jackson &amp; Kelly Apartments (County)</td>
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<td>105 Mercill Ave (County)</td>
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<td>New Capital Partnership with Teton Habitat</td>
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<td>New LIHTC Prroject</td>
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<td>Accessory Residential Unit Program</td>
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<td>First / Last / Deposit Program</td>
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<td>Restriction Fund</td>
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<td>Employer Roundtable</td>
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<td>Funding for Housing - Strategy, Policy, Implementation</td>
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<td>Land Acquisition &amp; PPP Development</td>
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<td>Supply Plan Annual Update</td>
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<td>Housing Supply Board Management</td>
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Total Staff Hours 2020: 2250

% of Total: 17%
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<th>Rules, Regulations, LDRs</th>
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<tr>
<td>Housing Rules &amp; Regulations Clean Up</td>
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<td>110</td>
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<td>Restriction Templates &amp; Housing Mitigation Agreement</td>
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<tr>
<td>New Development Review</td>
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<td>Data Collection &amp; Maintenance</td>
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<td>Housing Nexus Study</td>
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<td>Weighted Drawing Online Tools</td>
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<td>Data Development &amp; Analysis</td>
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<td>Grove Phase 1 Rentals</td>
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<td>Public Engagement, Presentations, Events</td>
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<td>Multimedia Awareness Efforts</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Management &amp; Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>260 W. Broadway Management, Sale</td>
<td>2852</td>
<td>22%</td>
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<tr>
<td>Existing Development Assistance</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Housing Authority Board Management</td>
<td>234</td>
<td></td>
</tr>
<tr>
<td>Professional Development</td>
<td>168</td>
<td></td>
</tr>
<tr>
<td>Department Management</td>
<td>1010</td>
<td></td>
</tr>
<tr>
<td>Department Administration</td>
<td>1310</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Vacation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacation Hours + 10 Holidays Hours</td>
<td>1120</td>
<td>9%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Hours (hours worked + vacation &amp; holidays)</td>
<td>12930</td>
<td>100%</td>
</tr>
</tbody>
</table>
A more detailed description of each FY20-21 Work Plan task is provided below. Each task description summarizes the task goal, status, next steps, and the Workforce Housing Action Plan and/or Comprehensive Plan principles, policies, and strategies informing the task. Hours worked by position are also provided, but do not include hours for staff who are outside the Housing Department (legal, planning, etc.).

### Workforce Housing Supply

#### 174 N. King Street

**Goal:** Partner with Jackson Hole Community Housing Trust to develop 24 permanently deed restricted ownership units.  
**Status:** The JHCHT plans to break ground on the project in May 2020. Estimated completion is Q3 2021.  
- HAP Strategy: 2B, 2E, 5B  
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.b, 5.2.d, 5.3.c, 5.4.b, 5.4.d

<table>
<thead>
<tr>
<th>Timeline</th>
<th>2020 Q1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execute Ground Lease</td>
<td></td>
</tr>
<tr>
<td>Groundbreaking</td>
<td>2020 Q1</td>
</tr>
<tr>
<td>Cert. of Occupancy</td>
<td>2021 Q3</td>
</tr>
<tr>
<td>Housing Director</td>
<td>75 hrs</td>
</tr>
</tbody>
</table>

#### Grove Phase III: 24 Units

**Goal:** Partner with Habitat for Humanity to construct 24 ownership units at the Grove in Midtown.  
**Status:** Habitat has completed the first 16 units and the families for these units have moved in. The units were successfully platted, land conveyed, and units have been incorporated into the Grove Condominiums HOA. Phase 1 and Phase 2 of the infrastructure (curb, gutter, paving, and trash enclosure) has also been completed. Habitat has begun construction on the final 8 units (Phase 3). The Housing Department released an RFP in February 2020 to obtain a contractor for Phase 3 infrastructure (curb, gutter, paving).  
**Next steps:** Continue working with Habitat to plat the units as they are completed and convey the property to the HOA. Continue to manage infrastructure work.  
- HAP Strategy: 2A, 2B  
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.3.c

<table>
<thead>
<tr>
<th>Timeline</th>
<th>2020 Q3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 3 Infrastructure</td>
<td></td>
</tr>
<tr>
<td>Home Dedication</td>
<td>2021 Q2</td>
</tr>
<tr>
<td>Housing Manager</td>
<td>75 hrs</td>
</tr>
<tr>
<td>Housing Director</td>
<td>5 hrs</td>
</tr>
</tbody>
</table>

#### 440 West Kelly Avenue

**Goal:** Through the RFP process, partner with private developer to construct workforce units on the property.  
**Status:** Ground Lease with Roller Development and Tack Development is being drafted.  
**Next steps:** Execute Ground Lease Q1 2020.  
- HAP Strategy: 2B, 2E, 5B  
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.b, 5.2.d, 5.3.c, 5.4.b, 5.4.d

<table>
<thead>
<tr>
<th>Timeline</th>
<th>2020 Q1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execute Ground Lease</td>
<td></td>
</tr>
<tr>
<td>Groundbreaking</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>Cert. of Occupancy</td>
<td>2021 Q3</td>
</tr>
<tr>
<td>Housing Director</td>
<td>75 hrs</td>
</tr>
</tbody>
</table>
255 & 257 West Kelly Avenue, 360 & 380 South Jackson Street
(“Jackson & Kelly Apartments”)

Goal: Develop the property for Teton County Government employee housing and community workforce housing. Status: Project feasibility is underway. Next steps: Complete feasibility, attract capital, start planning process.

- HAP Strategy: 2A, 2B, 2E, 4C, 5B
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.b, 5.3.c, 5.4.b, 5.4.c, 5.4.d

Timeline

<table>
<thead>
<tr>
<th>Activity</th>
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</thead>
<tbody>
<tr>
<td>Feasibility</td>
<td>2020 Q2</td>
</tr>
<tr>
<td>Begin Planning Process</td>
<td>2020 Q2</td>
</tr>
<tr>
<td>Groundbreaking</td>
<td>2021 Q2</td>
</tr>
<tr>
<td>Cert. of Occupancy</td>
<td>2022 Q4</td>
</tr>
<tr>
<td>Housing Director</td>
<td>250 hrs</td>
</tr>
</tbody>
</table>

105 Mercill Avenue

Goal: Develop the property for community workforce housing. Status: Project was awarded to Mercill Partners, LLC. Ground Lease was executed March 18, 2020. Next steps: Move existing structures, build project.

- HAP Strategy: 2B, 2E, 5B
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.b, 5.3.c, 5.4.b, 5.4.c, 5.4.d

Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groundbreaking</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>Cert. of Occupancy</td>
<td>2021 Q3</td>
</tr>
<tr>
<td>Housing Director</td>
<td>50 hrs</td>
</tr>
</tbody>
</table>

New Capital Partnership with Teton Habitat

Goal: Partner with Teton Habitat to build low-income ownership housing. Status: Land identification is in process. Next steps: Secure land, execute development agreement with Teton Habitat, build housing.

- HAP Strategy: 2A, 2B
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.b, 5.3.c

Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secure Land</td>
<td>2020 Q2</td>
</tr>
<tr>
<td>Ground Lease</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>Groundbreaking</td>
<td>2021 Q2</td>
</tr>
<tr>
<td>Cert. of Occupancy</td>
<td>2022 Q3</td>
</tr>
<tr>
<td>Housing Director</td>
<td>75 hrs</td>
</tr>
</tbody>
</table>

New Capital Partnership – Low Income Housing Tax Credit ("LIHTC") Project


- HAP Strategy: 2A, 2B, 4C
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.a, 5.2.b, 5.2.d

Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release RFQ</td>
<td>2020 Q1</td>
</tr>
<tr>
<td>LIHTC Application</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>Award</td>
<td>2021 Q1</td>
</tr>
<tr>
<td>Groundbreaking</td>
<td>2021 Q2</td>
</tr>
<tr>
<td>Cert. of Occupancy</td>
<td>2022 Q3</td>
</tr>
<tr>
<td>Housing Director</td>
<td>100 hrs</td>
</tr>
<tr>
<td>New Housing Staff</td>
<td>50 hrs</td>
</tr>
</tbody>
</table>

Accessory Residential Unit Program

Goal: Create ARU Program that streamlines planning and financing process for developers. Next steps: Add additional Housing Department staff capacity. Once added, hold a design contest and create financial program that provides low-interest financing for ARUs.

Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop Program</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>Pilot Program</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>New Housing Staff</td>
<td>320 hrs</td>
</tr>
<tr>
<td>Housing Director</td>
<td>40 hrs</td>
</tr>
</tbody>
</table>
• HAP Strategy: 2D, 4C, 5A, 5B
• Comp. Plan Policy: 5.1.a, 5.2.a, 5.2.b, 5.2.d, 5.2.e, 5.3.c, 5.4.d

First / Last / Deposit Program

Goal: Provide First/Last/Deposit support to low-income households seeking to secure safe, stable housing. Next steps: Add additional Housing Department staff capacity. Once added, develop the program and pilot.
• HAP Strategy: 2A, 3D, 4B, 4C
• Comp. Plan Policy: 5.1.a, 5.2.c

Restriction Fund

Goal: Create a fund that can be used to purchase permanent deed restrictions on new or existing housing units. Next steps: Add additional Housing Department staff capacity. Once added, develop the program and pilot.
• HAP Strategy: 2C, 4C
• Comp. Plan Policy: 5.1.a, 5.1.b, 5.3.b

Employer Roundtable

Goal: Partner with the Jackson Hole Chamber of Commerce to host a series of employer roundtables that focus on opportunities to collaborate to provide workforce housing. Next steps: Work with JHCC staff to schedule roundtables. Once additional Housing Department staff has been added, begin roundtables.
• HAP Strategy: 2D, 2F
• Comp. Plan Policy: 5.4.c

Funding for Housing – Strategy, Policy, Implementation

Goal: Establish a dedicated funding source for housing to provide consistent, predictable funding for workforce housing, enabling supply planning, partnership development, and leverage of public money. Next steps: Working with the Planning Directors, Town Manager, and County Administrator, the Housing Director will: monitor the need for funding; seek private, state, and federal funding; and explore additional funding options with the State Legislature. The Housing Director will also support the Town and County strategic planning efforts as it relates to ballot measures, housing supply planning, and other community development goals.
• HAP Strategy: 4A, 4B, 4C, 4D
• Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.a, 5.3.b, 5.3.c, 5.4.e
Land Acquisition & PPP Development  
**Goal:** Acquire land in Complete Neighborhoods where workforce housing development is appropriate, likely CR-1, CR-2, CR-3, and NH-1 zoning. Prioritize land that is adjacent to other publicly owned land. Partner with the private sector to develop workforce housing. **Status:** Ongoing. **Next steps:** When land is identified and/or partnership opportunities arise, bring the opportunity to the Town Council and Board of County Commissioners for consideration.
- HAP Strategy: 2B, 2D
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.2.b, 5.3.c

Supply Plan Annual Update  
**Goal:** Annually update the 5-Year Housing Supply Plan to inform the public about trends related to workforce housing and the steps being taken to address workforce housing supply and preservation. **Status:** 2017 Housing Supply Plan was approved 2017 Q3. **Next steps:** Draft the 2018 Plan and present to the Town Council and Teton County Board of Commissioners for approval.
- HAP Strategy: 2F
- Comp. Plan Policy: 5.4.a

Housing Supply Board Management  
**Goal:** The Housing Supply Board advises the Housing Director on housing supply. **Status:** The board meets monthly and board committees meet at least once per quarter, sometimes more. When an RFQ/RFP is being analyzed, the board will hold several special meetings. **Next steps:** Ongoing.
- HAP Strategy: All
- Comp. Plan Policy: Section 5

Rules, Regulations, LDRs  

**Housing Rules & Regulations Clean Up**  
**Goal:** In response to the Workforce Housing Action Plan, the Housing Department updated the Housing Rules and Regulations in 2018. **Status:** The Housing Department will continuously evaluate the processes, procedures, and regulations and bring any clean up or other changes to the Council and Board annually. **Next steps:** Housing Authority Board will recommend possible changes/upgrades to the Rules in June 2020. Council and Board will consider these changes at the July 2019 JIM.
- HAP Strategy: 3B
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.1.c
Restriction Templates and Housing Mitigation Agreement

**Goal:** Update the Ground Leases, draft the Occupancy Restriction, Occupancy Agreement, and Banked Unit Restriction. Create the Housing Mitigation Agreement. **Status:** Town and County legal and the Housing Manager are developing the Occupancy Agreement, Occupancy restriction, Banked Unit restrictions, and Housing Mitigation Agreement. **Next steps:** Town Council and Board of County Commissioners approve the restrictions and agreements.

- HAP Strategy: 3B
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.1.c

<table>
<thead>
<tr>
<th>Timeline</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft Restrictions</td>
<td>2020 Q2</td>
</tr>
<tr>
<td>Approve Restrictions</td>
<td>2020 Q3</td>
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<tr>
<td>Housing Manager</td>
<td>120 hrs</td>
</tr>
<tr>
<td>Housing Director</td>
<td>15 hrs</td>
</tr>
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</table>

New Development Review

**Goal:** Ensure that the Housing Rules and Regulations are being met by proposed restricted units in development applications. **Status:** Reviewed 94 developments for compliance with the Housing Rules and Regulations in 2019. **Next steps:** Continue to review development applications as they are submitted to Planning, work with developers in advance to educate them on the expectations and requirements of the Housing Rules and Regulations.

- HAP Strategy: 2D, 3B
- Comp. Plan Policy: 5.1.a

<table>
<thead>
<tr>
<th>Timeline</th>
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</thead>
<tbody>
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<tr>
<td>Housing Manager</td>
<td>230 hrs</td>
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<tr>
<td>Housing Director</td>
<td>30 hrs</td>
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</table>

Data Collection & Maintenance

Housing Nexus Study

**Goal:** Update the Housing Nexus Study. **Status:** RFQ released in January 2020, stakeholder group created. **Next steps:** Award RFQ, initiate study.

- HAP Strategy: 5C
- Comp. Plan Policy: 5.3.a

<table>
<thead>
<tr>
<th>Timeline</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Award RFQ</td>
<td>2020 Q2</td>
</tr>
<tr>
<td>Complete</td>
<td>2020 Q4</td>
</tr>
<tr>
<td>Housing Director</td>
<td>250 hrs</td>
</tr>
<tr>
<td>Housing Manager</td>
<td>15 hrs</td>
</tr>
<tr>
<td>New Housing Staff</td>
<td>15 hrs</td>
</tr>
</tbody>
</table>

Weighted Drawing Online Tools: Intake Form, Drawing Entry Form

**Goal:** To provide a streamlined weighted drawing process for both applicants and staff and to secure information provided by applicants and decrease the potential for human error. **Status:** Intake form went live January 2, 2018 and is being updated on a rolling basis/as needed. The online drawing entry form was on the FY19/20 work plan, but was replaced with online submittal of compliance documents, which has been completed. **Next steps:** Work with customers and consultants to evaluate the functionality of the intake form.

- HAP Strategy: 2F, 3C, 4B
- Comp. Plan Policy: 5.4.a, 5.4.c

<table>
<thead>
<tr>
<th>Timeline</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing updates as needed</td>
<td></td>
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<tr>
<td>Online Drawing Form Release</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>New Housing Staff</td>
<td>100 hrs</td>
</tr>
<tr>
<td>Housing Director</td>
<td>25 hrs</td>
</tr>
<tr>
<td>Housing Manager</td>
<td>25 hrs</td>
</tr>
</tbody>
</table>
Data Development and Analysis

**Goal:** Analyze Intake Form data twice per year. Quarterly track housing market data. On an ongoing basis, track development data including leakage, redevelopment, and development potential. Annually collect and analyze annual reports for all apartment developments built since 2018. **Status:** This data is currently being collected and analyzed on a superficial level. **Next steps:** Acquire additional staff capacity to complete this item. If no additional staff capacity is found, then the Housing Director Staff Time will double, and the output will remain status quo (superficial analysis).

- HAP Strategy: 2F, 3C, 4B
- Comp. Plan Policy: 5.4.a

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Comprehensive Data Collection and Tracking Integration

**Goal:** Implement a comprehensive integration of the current database, consolidating the backend, and converting some frontend components out of Access into web forms. Work with Town and County Planning to increase online collaboration across multiple platforms. **Status:** Have not started. **Next steps:** Work with Greenwood Mapping to create once additional staff capacity is acquired. If no additional staff capacity is created, then the Housing Director time will double, and the scope will be reduced to integration of Housing Department data platforms only.

- HAP Strategy: 2D, 2F, 3A, 3B
- Comp. Plan Policy: 5.4.a

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Compliance

**Annual Verification: Affordable/Workforce Rentals**

**Goal:** Verify that all dedicated Affordable and Workforce rental housing units comply with the requirements of their recorded restriction. **Status:** The Housing Department is now using standardized rental housing restriction templates for new units. The Housing Department has been working with local real estate and title companies to identify and review restrictions with prospective buyers prior to the sale of a restricted unit. This ensures that the new owner is familiar with the restriction and its requirements. **Next steps:** The Housing Department may offer one of the new standardized restrictions to any Owner who may want to revise/amend their current restriction. Staff will meet with Developers/Owners of newly restricted units to review the restriction, so they understand what to expect when providing annual verification documentation.

- HAP Strategy: 3A
- Comp. Plan Policy: 5.1.a, 5.1.b
Annual Requalification: Workforce Ownership

Goal: Verify that owners of Workforce units are complying with the requirements of their recorded restriction. Status: For 2019, three (3) households were in default for failure to provide requalification documents. All three have remedied the default. The remaining homeowners are following the restriction requirements. Next steps: Annual requalification documents are mailed to each owner in mid-September with a deadline of October 31st of the same year. The Housing Department continues to requalify units where at least one member of the household has reached retirement age as defined by the Federal Social Security Administration. Households where one member has reached retirement age are exempt from employment/income requirements but must remain a qualified household for the duration of their ownership on all other aspects of the recorded restriction. New owners must sign an affidavit attesting that they have received and understand the annual verification requirements of their restriction. For 2019, the Housing Department provided a secure online upload for all requalification documents and will continue to develop online submission of documents.

- HAP Strategy: 3A
- Comp. Plan Policy: 5.1.a, 5.1.b

---

Annual Check-In: Affordable Ownership

Goal: Owners of Affordable housing units built or purchased after June 4, 2018 receive annual verification requests for employment, occupancy and use of the unit. Status: Information and documents were provided to each homeowner in mid-September with a deadline of October 31st of the same year allotting homeowners a 45-day timeframe to submit the required verifications. All affordable owners have provided the verifications for 2019. Next steps: Owners of new Affordable housing units built or purchased after June 4, 2018 will sign an affidavit attesting that they have received and understand the annual verification requirements of their restriction. Prior to Ownership of these units, applicants completed the online Intake and are now able to upload the verification documents online.

- HAP Strategy: 3A
- Comp. Plan Policy: 5.1.a, 5.1.b

---

Active Compliance

Goal: To work proactively with both homeowners and restricted rental unit owners to ensure understanding of and compliance with the requirements of their restriction. To objectively, competently and completely investigate any information, complaint, or report of a violation of special restrictions received by the Housing Department. Status: Seventy-seven (77) compliance related issues were reviewed in 2019. 19 were identified as a major violation. All have cured the reported violations. Next steps: Ongoing compliance occurs daily when information is received. Most reports are submitted anonymously. The Housing Department proposes to offer a link that will be
available on our website for anyone interested in following up on a reported complaint. This link will detail the complaint received and how that complaint is being investigated/resolved.

- HAP Strategy: 3A
- Comp. Plan Policy: 5.1.a, 5.1.b

### Sales & Rentals

#### Town/County Employee Rental Program

**Goal:** To manage the Town and County’s employee housing rental programs according to each organization’s policy. **Status:** Management of both programs is on-going. **Next steps:** Provide information to potential tenants, collect rents, and facilitate the rental processes.

- HAP Strategy: 3
- Comp. Plan Policy: 5.1.a, 5.1.c

<table>
<thead>
<tr>
<th>Timeline</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Housing Sales Time</td>
<td>440 hrs</td>
</tr>
<tr>
<td>Housing Manager Time</td>
<td>80 hrs</td>
</tr>
</tbody>
</table>

#### Grove Phase 1 Rentals

**Goal:** To ensure vacancies are kept to a minimum, tenants are qualified under occupancy and income limits, the building is being properly maintained; that it is a safe and enjoyable place for tenants, bills are being paid, and the operations and maintenance budget is at least breaking even. **Status:** The building is currently at zero vacancy, all tenants are qualified, the building is in good repair, bills are being paid, and the budget is in the black. **Next steps:** Annual lease renewals and qualifications for residential tenants. Continue to work with property management company on maintenance, inspections, and tenant issues, bill payment, collection of rent from residential and commercial units, billing of utilities for commercial units, monthly review and evaluation of financials.

- HAP Strategy: 3A
- Comp. Plan Policy: 5.1.a, 5.1.c

<table>
<thead>
<tr>
<th>Timeline</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Initiate renewal/requal.</td>
<td>2020 Q2</td>
</tr>
<tr>
<td>Renew/Requalify</td>
<td>2020 Q3</td>
</tr>
<tr>
<td>Management</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Housing Sales</td>
<td>200 hrs</td>
</tr>
<tr>
<td>Housing Manager</td>
<td>60 hrs</td>
</tr>
<tr>
<td>Housing Admin Asst.</td>
<td>10 hrs</td>
</tr>
</tbody>
</table>

#### Weighted Drawings: Sales & Rentals

**Goal:** To provide a streamlined transaction between renters or buyer and seller in a time sensitive manner, to ensure homes are not sold for more than their Maximum Resale Value, to ensure buyers or renters are qualified according to the home’s deed restriction and the Housing Rules and Regulations, and to ensure the homes are maintained over time. **Status:** The Housing Department ran 18 drawings for ownership and rental units in 2019. Ongoing. **Next steps:** Facilitate sales with buyers and sellers as existing owners desire to sell their homes. Facilitate move in and move out of Affordable rentals at The Grove. Work with developers of new units to create marketing plans and sales/drawing plans.

- HAP Strategy: 3
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.1.c

<table>
<thead>
<tr>
<th>Timeline</th>
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</thead>
<tbody>
<tr>
<td>Ongoing throughout the year.</td>
<td></td>
</tr>
<tr>
<td>Housing Sales</td>
<td>500 hrs</td>
</tr>
<tr>
<td>Housing Admin Asst.</td>
<td>500 hrs</td>
</tr>
<tr>
<td>Housing Manager</td>
<td>145 hrs</td>
</tr>
<tr>
<td>Housing Director</td>
<td>10 hrs</td>
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Sales Facilitation

**Goal:** To provide a streamlined transaction between renters or buyer and seller in a time sensitive manner, to ensure homes are not sold for more than their Maximum Resale Value, to ensure buyers or renters are qualified according to the home’s deed restriction and the Housing Rules and Regulations, and to ensure the homes are maintained over time. **Status:** The Housing Department ran 18 drawings for ownership and rental units in 2019. Ongoing. **Next steps:** Facilitate sales with buyers and sellers as existing owners desire to sell their homes. Facilitate move in and move out of Affordable rentals at The Grove. Work with developers of new units to create marketing plans and sales/drawing plans.

- HAP Strategy: 3
- Comp. Plan Policy: 5.1.a, 5.1.b, 5.1.c

### Timeline

- Housing Sales Time: 600 hrs
- Housing Manager Time: 145 hrs

Education & Outreach

**Public Engagement, Presentations, Events**

**Goal:** Continuous outreach and education about Housing Department programs, partnerships, and opportunities. This includes one-on-one meetings, group presentations, and special events. **Status:** This is ongoing throughout the year.

- HAP Strategy: 2F, 4A, 4D
- Comp. Plan Policy: 5.1.a

### Timeline

- Housing Director: 160 hrs
- Housing Admin Asst: 25 hrs
- Housing Sales Coordinator: 12 hrs
- Housing Compliance Spec.: 12 hrs
- Housing Manager: 10 hrs

Multimedia Awareness Efforts

**Goal:** Consistent public outreach across diverse mediums that raises awareness around Housing Department programs and projects. Includes quarterly e-newsletters, monthly newspaper ads, social media, homeowner spotlights, and the annual housing report. **Status:** Ongoing. **Next steps:** Ongoing.

- HAP Strategy: 2F
- Comp. Plan Policy: 5.1.a

### Timeline

- Spotlight Development: Ongoing
- New Housing Staff: 55 hrs
- Housing Director: 45 hrs
- Housing Manager: 10 hrs
- Housing Compliance: 2 hrs
- Housing Sales: 2 hrs
- Housing Admin: 5 hrs

Management

**260 West Broadway Management, Sale**

**Goal:** Building and tenant management. **Status:** All spaces are let. **Next steps:** Sell the property.

- HAP Strategy:
- Comp. Plan Policy:

### Timeline

- Management: Ongoing
- Housing Manager: 45 hrs
- Housing Director: 5 hrs
**Existing Development Assistance**

*Goal:* To provide a resource for educational assistance to homeowners and HOA boards when needed so that they understand their role, their Covenants, Conditions and Restrictions and the Housing Department’s Role and Restrictions.  
*Status:* Housing Department staff attends HOA meetings when requested and responds to questions or concerns from owners.  
*Next steps:* Continue to attend HOA meetings when requested and assist owners and HOAs in other ways that we can be of service.

- HAP Strategy: 3
- Comp. Plan Policy: 5.3.a, 5.4.c

**Housing Authority Board Management**

*Goal:* The Housing Authority Board counsels the Housing Manager on management of Housing Authority owned properties, approves or denies Critical Services Provider applications, hears appeals of decisions made by the Housing Manager, and makes recommendations to elected officials concerning Housing Department policies.  
*Status:* The Board meets monthly and holds special meetings when needed.  
*Next steps:* Ongoing

- HAP Strategy: 3
- Comp. Plan Policy: 5.1.a

**Professional Development**

*Goal:* Each member of the Housing Department team will invest in professional development this year including attending state and national conferences, taking Spanish language classes, and increasing competency in software tools.  
*Status:* Each team member has identified the professional development in which she is interested and requested a budget allocation.  
*Next steps:* Assuming the budget requests are approved, staff will schedule necessary travel and registrations.

- HAP Strategy: n/a
- Comp. Plan Policy: n/a
**Department Management**

*Goal:* Day-to-day management of staff, annual budget and work plan, annual reviews, weekly staff meetings, annual staff retreat, weekly Town Senior Staff meetings, bi-weekly County Department Director meetings, quarterly Elected Official/Department Director meetings, bi-weekly Town Manager meetings, monthly County Administrator meetings, annual retreats for Town Council and County Commission. *Status:* Ongoing. *Next steps:* Ongoing.

- HAP Strategy: 3
- Comp. Plan Policy: Section 5

**Department Administration**

*Goal:* Day-to-day administration of department. This includes vouchers, deposits, post office, preparing payroll, digitizing legacy files, budget performance tracking, scanning and uploading records of all transactions, serving walk-ins, answering phones/emails, website updates. *Status:* Ongoing. *Next steps:* Ongoing.

- HAP Strategy: 3
- Comp. Plan Policy: Section 5
5-Year Work Plan
The 5-Year Work Plan is intended to give the community, elected officials, and staff an idea of what projects are slated for implementation over the next few years. Projects that are beyond FY 20-21 are not yet funded and meant to help set future expectations and priorities.

<table>
<thead>
<tr>
<th>Task</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>FY 23-24</th>
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<td><strong>Workforce Housing Supply</strong></td>
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<td>174 N. King Street (Town)</td>
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<td>Grove Phase 3 (County)</td>
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<td>430 &amp; 440 W. Kelly Ave. (Town)</td>
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<td>105 Mercill Ave (County)</td>
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<td>New Capital Partnership with Teton Habitat</td>
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<td>New LIHTC Project</td>
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<td>First / Last / Deposit Program</td>
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<td>Restriction Fund</td>
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<td>Funding for Housing - Strategy, Policy, Implementation</td>
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<td>New Development Review</td>
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<td>Public Engagement, Presentations, Events</td>
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<td>Multimedia Awareness Efforts</td>
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<td>Existing Development Assistance</td>
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## Completed Work Plan

The Workforce Housing Action Plan was adopted in 2015. Below is a list of work completed or that will be complete by the end of FY 19-20.

<table>
<thead>
<tr>
<th>Task</th>
<th>Date Complete</th>
<th>HAP Strategy</th>
<th>Comp Plan Policy</th>
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<tr>
<td><strong>Workforce Housing Supply</strong></td>
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<tr>
<td>Hire Housing Director</td>
<td>July-16</td>
<td>Ch. 1</td>
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<tr>
<td>Housing Supply Plan Adoption</td>
<td>Nov-16, Oct-17,</td>
<td>Ch. 2</td>
<td>5.4.a</td>
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<tr>
<td>Grove Phase 3 - Development Agreement</td>
<td>December-16</td>
<td>2A, 2B</td>
<td>5.1.a, 5.1.b, 5.3.c</td>
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<tr>
<td>Create and Appoint Housing Supply Board</td>
<td>December-16</td>
<td>Ch. 2</td>
<td>5.4.a</td>
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<td>Redmond Street Rentals - Development Agreement</td>
<td>February-17</td>
<td>2B</td>
<td>5.1.a, 5.1.b, 5.2.d, 5.3.c</td>
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<td>2017 Supply Plan Approved</td>
<td>October-17</td>
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<td>174 N. King Street - RFP Released</td>
<td>November-17</td>
<td>2A, 2B, 2E</td>
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<tr>
<td>174 N. King Street - Choose Partner</td>
<td>March-18</td>
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<td>Redmond Street Rentals - Certificate of Occupancy (28 units)</td>
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<td>Grove Phase III - Phase 1 Complete (8 units)</td>
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<td>Purchase Land (440 W. Kelly Ave)</td>
<td>January-19</td>
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<td>440 W. Kelly Ave - RFP Released</td>
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<td>5.1.a, 5.1.b, 5.2.b, 5.2.d, 5.3.c</td>
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<td>105 Mercill Ave. - Release RFP</td>
<td>March-19</td>
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<td>440 W. Kelly Ave - Choose Partner</td>
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<td>5.1.a, 5.1.b, 5.2.b, 5.2.d, 5.3.c, 5.4.b, 5.4.d</td>
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<td>105 Mercill Ave. - Choose Partner</td>
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<tr>
<td>174 N. King Street - Ground Lease</td>
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<td>Grove Phase III - Phase 2 Complete (8 units)</td>
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<td>105 Mercill Ave. - Ground Lease</td>
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<td>440 W. Kelly Ave. - Ground Lease</td>
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<td>Purchase Land (TBD)</td>
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<td>Release RFQ for LIHTC Developer</td>
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<td><strong>Housing Rules &amp; Regulations</strong></td>
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<td><strong>Data Collection &amp; Maintenance</strong></td>
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<td>Community Customer Service Survey</td>
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<td>Award Contract for Housing Nexus Study</td>
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<td>5C</td>
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<td>Complete Annual Compliance on Workforce and Employee Units</td>
<td>2018, 2019, 2020</td>
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<td>Initiate Annual Check-In for Affordable Ownership Units</td>
<td>2019</td>
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<td>Complete Annual Check-In for Affordable Ownership Units</td>
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<td>Annual Report</td>
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<td>Intake Form Report</td>
<td>December-18</td>
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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 has hired a Property Management Company ("Property Management") to assist in management of The 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

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Rental Lease Agreement for The Grove
Household in accordance with Section 3 Qualification and Eligibility and Section 6 Rental Standards of 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.

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. 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.

The Security Deposit is 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

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Rental Lease Agreement for The Grove
Security Deposit, if damage to the Premises is determined, at its sole discretion, after inspection 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.

7. 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 the items and areas listed on the New Tenant Walk-Through Sheet attached hereto, and made a part hereof, as Exhibit B.

8. 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.

9. 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.

10. DANGEROUS MATERIALS. With the exception of gas barbeque 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.

11. OTHER UTILITIES. Tenant shall be responsible for arranging and paying for telephone, cable television, and internet, on the Premises.

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.

12. MAINTENANCE AND REPAIR.

A. 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 except as set forth in Owner’s Responsibility Section 12.B.a below. Notwithstanding the foregoing, the tenant’s responsibility per occurrence to pay for appliance repair costs will be limited to one percent (1%) of the low end of the Income Range for the unit as set forth in Section 2 above.

d. Customary 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.

B. 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.

13. 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.

14. 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 and prominently display it on their vehicle in the driver’s side lower section of the windshield prior to parking on the Premises. All vehicles and other property, including but not limited to trailers, boats, snowmobiles, or other such motorized vehicles or other recreational vehicles, 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.

15. 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.

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

17. 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.

18. 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.

19. DEFAULT AND COMPILING OF RENT. If Tenant fails to comply with any of the financial or material provisions or terms of this Agreement, or with any present rules and regulations or any that may be hereafter prescribed by
Owner, or materially fails to comply with any duties imposed on Tenant by statute, within five (5) days after delivery of 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 according to Wyoming State Law.

21. 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.

22. 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.
   b. Engage in any act of illegal activity, including drug-related illegal activity, on or near the said premises.
   c. 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. Engage in the manufacture, sale or distribution of illegal drugs at any locations whether on or near the Premises.
   e. 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 Agreement and good cause for termination of tenancy.

23. 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.

24. ABANDONMENT. If at any time during the term of this Agreement 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 Agreement during the balance of the unexpired term, if this Agreement 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.

25. BINDING EFFECT. The covenants and conditions contained in this 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 Agreement.

26. SEVERABILITY If any term of this Agreement 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.

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

28. TIME OF THE ESSENCE. It is specifically declared and agreed that time is of the essence of this Agreement.

29. ATTORNEY’S FEES. Upon a legal action being filed in relation to this 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.

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

31. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
32. **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:**

Tenant Name  
Tenant Address  
Tenant Phone  
Tenant Email

33. **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.

34. **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.

35. **HOLDOVER.** Tenant shall have no right to holdover possession of the Premises after the expiration or termination of the Agreement 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.

36. **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 Agreement, including but not limited to any renewal, extension, expiration, termination or modification of this Agreement.
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.

37. ACKNOWLEDGMENT. By signing this Agreement, Tenant acknowledges receiving verbal instructions for how to access the entirety of the Jackson / Teton County Housing Department Rules and Regulations, and Tenant acknowledges it is Tenants sole responsibility to review, understand, and comply with all Jackson / Teton County Housing Department Rules and Regulations. Additionally Tennant acknowledges receiving and reading Exhibit A – Selected 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
RENTAL LEASE AGREEMENT
FOR THE GROVE

This Rental Lease Agreement ("Agreement") is made effective this ___ day of February, 2020, 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 Shannon Heiner and Jalene Heiner, P.O. Box 4125 Jackson, WY 83001 (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 Section 3 Qualification and Eligibility and Section 6 Rental Standards ("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 has hired a Property Management Company ("Property Management") to assist in management of The 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 Section 3 Qualification and Eligibility and Section 6 Rental Standards of the Housing Rules and Regulations and therefore leases to the Tenant the unfurnished premises situated at the Grove, Unit #204, together with all appurtenances (the “Premises”) for a six (6) month and four (4) day term beginning on February 28, 2020.

Owner and Tenant may renew this Agreement at the end of the six (6) month and four (4) day 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 One Thousand Six Hundred Eighty-Five Dollars ($1,685.00) 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

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. SECURITY DEPOSIT. On execution of this Agreement, Tenant has deposited with Owner One Thousand Six Hundred Eighty-Five Dollars ($1,685.00) 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.

The Security Deposit is 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 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.

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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.

7. 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 the items and areas listed on the New Tenant Walk-Through Sheet attached hereto, and made a part hereof, as Exhibit B.

8. 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.

9. 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.

10. DANGEROUS MATERIALS. With the exception of gas barbeque 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.

11. OTHER UTILITIES. Tenant shall be responsible for arranging and paying for telephone, cable television, and internet, on the Premises.

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.

12. MAINTENANCE AND REPAIR.

A. 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 except as set forth in Owner’s Responsibility Section 12.B.a below. Notwithstanding the foregoing, the tenant’s responsibility per occurrence to pay for appliance repair costs will be limited to one percent (1%) of the low end of the Income Range for the unit as set forth in Section 2 above. For the current lease term, the limit is equal to $654.08.

d. Customary 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.

B. 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.

13. 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.

14. 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 and prominently display it on their vehicle in the driver’s side lower section of the windshield prior to parking on the Premises. All vehicles and other property, including but not limited to trailers, boats, snowmobiles, or other such motorized vehicles or other recreational vehicles, 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.

15. 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.

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

17. 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.

18. 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.
19. DEFAULT AND COMPILING OF RENT. If Tenant fails to comply with any of the financial or material provisions or terms of this Agreement, or with any present rules and regulations or any that may be hereafter prescribed by Owner, or materially fails to comply with any duties imposed on Tenant by statute, within five (5) days after delivery of 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 according to Wyoming State Law.

21. 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.

22. 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.
   b. Engage in any act of illegal activity, including drug-related illegal activity, on or near the said premises.
   c. 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. Engage in the manufacture, sale or distribution of illegal drugs at any locations whether on or near the Premises.
   e. 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 Agreement and good cause for termination of tenancy.

23. 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.

24. ABANDONMENT. If at any time during the term of this Agreement 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 Agreement during the balance of the unexpired term, if this Agreement 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.

25. **BINDING EFFECT.** The covenants and conditions contained in this 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 Agreement.

26. **SEVERABILITY** If any term of this Agreement 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.

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

28. **TIME OF THE ESSENCE.** It is specifically declared and agreed that time is of the essence of this Agreement.

29. **ATTORNEY’S FEES.** Upon a legal action being filed in relation to this 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.

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

31. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
32. 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

33. 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.

34. 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.

35. HOLDOVER. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of the Agreement 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.

36. 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 Agreement, 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.

37. ACKNOWLEDGMENT. By signing this 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

________________________  ______________________
Amy Robinson, Board Chair                  Date

________________________  ______________________
Stacy A. Stoker, Housing Manager        Date

TENANT(S):

________________________  ______________________
Shannon Heiner                  Date

________________________  ______________________
Jalene Heiner                  Date
MEMO

TO: Jackson/Teton County Housing Authority Board  
FROM: Billi Jennings, Housing Sales Coordinator  
DATE: February 6, 2020  
SUBJECT: March 4th Housing Authority Board Agenda – Critical Services Provider (CSP) Application

**Purpose of Agenda Item** – Consideration of the Wyoming Department of Corrections/Field Services as a qualified Critical Services Provided Organization (CSP) with the positions of Probation/Parole Agent as an approved CSP position.

**Background** - Community based institutional or non-profit organizations that have paid or volunteer employees who are on call 24 hours per day for public safety emergencies can apply to the Housing Authority Board to become qualified CSP Organizations with approved CSP positions.

Qualified CSPs receive one point (entry) in weighted drawings with a maximum of two per household. They must have completed all required certifications, have worked at least one year at a local business and have a recommendation from their supervisor.

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

**Key Points** - Staff has reviewed the application from the Jackson Hole Airport Board along with the CSP position.

- The position provides immediate response for health and safety services.
- The position has employees on call 24/hrs. per day for public safety emergencies.
- The organization indicated that without the position of probation/parole agent having the ability to respond to emergencies in the community, they would not be able to fulfill their mission statement to promote public safety in the community. See the attached Organization’s application for an example.
- Required Certifications are KRAV Maga – 32 hours per year. In service training, 40 hours per year.

**Attachments**

- Critical Services Organization Application from Wyoming Department of Corrections/Filed Services.
**Recommendation** - The community benefits from having CSP’s who are on call living in Teton County for quick response for public safety reasons, and the policy is in alignment with the housing goals of the Town and County. Staff recommends approval of this CSP organization application and the requested position.

**Motion** – I move to approve the Wyoming Department of Corrections/Filed Services as an approved CSP organization with the position of Probation/Parole Agent as an approved Critical Services Provider position.
Critical Services Provider Organization Application

This form is used for organizations who wish to obtain approval from TCHA so that their emergency services employees or volunteers will be eligible to receive preference for homes in TCHA lotteries.

Name of Organization: Wyoming Dept of Corrections/Field Services

Address: P.O. Box 494, 125 East Pearl Suite 40, Jackson, WY

Mission Statement of Organization:
The Wyoming Dept of Corrections contributes to public safety by exercising reasonable, safe, secure and humane management while actively providing opportunities to become law-abiding citizens.

Contact Person (Supervisor)

Name Barbara Janicek

Title District Manager

Phone (307) 789-9853

Email barbara.janicek@wyo.gov

1. Does your organization provide immediate response for health and safety services?
   ☒ Yes ☐ No
   If yes, please explain. If no, you can stop here.

2. Please provide a real life example of a time that your organization provided emergency response for a public safety emergency.

   See Attachment

   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________
Attachment

(2). A real life example of when the department provided emergency response for a public safety emergency: Agent Cody Hostetter was supervising an offender under supervision who had been diagnosed with schizophrenia, major depressive disorder, borderline personality disorder and had been to multiple treatments for inhalant use disorder, alcohol disorder, and other substance abuse disorders. He was very angry and aggressive and would get worse when he was alone and relapsing. Agent Hostetter was constantly getting called out or doing late night home visits on him for threats of suicide or harming himself or others when he was drunk or using inhalants. He would always get very emotional and unpredictable and Agent Hostetter finally had to issue an Arrest and Hold for self-harming, public safety and risk behavior. The offender was referred to Drug Court and ultimately ended up at the State Hospital.

Without Agent Hostetter or any other probation/parole agent having the ability to respond to emergencies in the community we would not be able to fulfill our mission statement which is promoting public safety in the community.

Barbara Panicle
3. Does your organization have paid employees or volunteers who are on call 24 hrs/day for public safety emergencies?  ☑ Yes ☐ No

4. If you answered Yes to the above question, please provide job titles, provide a brief job description and required certification along with time to complete certifications for those positions. Please do this for each job position. (Use a separate sheet if needed).

Job Title: Probation/Parole Agent

Required Certification(s): KRTV Maga, In-service training at Law Enforcement Academy as well as various locations.

Time it takes to complete certification(s): KRTV Maga - 32 hrs per year.
In-service training - 40 hrs per year.

Job Description:

---

Job Title:

Required Certification(s):

Time it takes to complete certification(s):

Job Description:
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5. How does having the employees who fill the above positions living locally in Teton County affect your organization? **Agents proactively manage offenders in the community to ensure the safety and security of the public. Offenders and staff can interact on a regular basis, which would be difficult for an agent in Jackson. An agent in Jackson would be unable to fulfill this need. Agents respond to emergencies for offenders in crisis and assist local law enforcement when dealing with offenders.**

Please print this application and complete the signature lines. Scan and email back to sssterk@tetonwy.org, fax to 732-2897, or mail to TCHA, P.O. Box 714, Jackson, WY 83001.
Barbara Janicke
Name (printed)

District Manager
Job Title

Barbara Janicke
Signature

(307) 789-9653
Phone

Please submit to:
Teton County Housing Authority
P.O. Box 714
Jackson, WY 83001
Or Fax to 732-2897

This application will be considered by TCHA Board of Directors at the board meeting following receipt of the completed application. You will be notified in writing of their decision.
Description and Functions
Open Until Filled
GENERAL DESCRIPTION:

The Wyoming Department of Corrections contributes to public safety by exercising reasonable, safe, secure and providing offenders opportunities to become law-abiding citizens. The Field Services Division is responsible for management of probationers and parolees. We are a progressive department that offers job variety and challenging community to make a positive difference.

Human Resource Contact: 307-777-6136 deborah.hale@wyo.gov

ESSENTIAL FUNCTIONS: The listed functions are illustrative only and are not intended to describe every function level.

- Maintenance, surveillance, and supervision of a caseload of adult probationers and parolees.
- Maintains standards of supervision to provide public safety and assist offenders in the re-socialization as law-abiding citizens.
- Documents all contact with offenders in the case management system.
- Monitors Defendant's compliance and progress.
- Provides the courts, boards, institutions and other states with offender progress reports, violation rep
SOAP08-12041-Adult Probation and Parole Officer

- Provides weekly testimony in court, as applicable.
- Conducts compliance visits to the offender's home and job site.
- Facilitate cognitive-behavioral programs with offenders in a group setting.
- Monitors urine sample collections to determine if offenders violate substance abuse requirements.
- Works with high-risk offenders.
- Provides and utilizes appropriate incentives and sanctions to achieve desired behaviors.
- Makes recommendations regarding the disposition of cases, up to and including revocation.
- Interviews, evaluates and conducts investigations into the offender's background and criminal history needs.
- Interview victims and insurance companies to determine victim losses and make collateral contacts with information.
- Maintains case management files to include collections of schedules and other probation related materials.
- Works in collaboration with offenders to engage them in the development of case plans designed around their needs.
- Interprets data from various assessment tools to determine offenders' risk and needs and to determin

Qualifications

PREFERENCES/AGENCY REQUIREMENTS:

*Must have, or be within 3 months of completing a Bachelor's Degree from an accredited college or liberal arts institution in Sociology, Psychology, Criminal Justice or Administration of Justice with 0-2 year(s) of progressive vocational/technical experience in the Criminal Justice Field, to include experience in one or more of the following areas: case management, social services, community supervision, group facilitation, interpersonal communication strategies, conducting immediate supervision of a high-risk population, computer use.

KNOWLEDGE:

- Knowledge of human behavior, crisis behavior, and substance use, abuse & addiction
- Knowledge of the criminal justice system, department policies, and procedures
- Knowledge of criminal and legal law
- Knowledge of procedures used in criminal justice agencies and cognitive behavior programs
- Ability to effectively communicate, both orally and in writing, with offenders and other professionals
- Ability to be a positive, pro-social role-model for offenders
SOAP08-12041-Adult Probation and Parole Officer

State of Wyoming – Riverton, WY

- Ability to learn and utilize various interviewing skills, such as motivational interviewing
- Skills in organization, time management, group facilitation and problem-solving

MINIMUM QUALIFICATIONS:

Education:
Bachelor's Degree (typically in Social Services)

Experience:
0-2 years of progressive work experience (typically in Adult Probation and Parole) with acquired knowledge a Specialist

OR

Education & Experience Substitution:
3-5 years of progressive work experience (typically in Adult Probation and Parole) with acquired knowledge a Specialist

Certificates, Licenses, Registrations:
None

Necessary Special Requirements

PHYSICAL WORKING CONDITIONS:

- Physical requirements include lifting up to 20 pounds without assistance.
- Walking on a constant basis
- May have to strike or punch with both arms on an occasional basis.
- Standing on a regular basis, talking/hearing on a regular basis.
- Visual ability to determine the accuracy, neatness, and thoroughness of the work assigned.
- Pushing/Pulling/Lifting/Grasping on a regular basis.
- Typing/Repetitive motion.
- Visual ability to perform an activity such as analyzing data and figures, viewing computer terminal, etc.
- May be exposed to infectious disease.
- Required to function around offenders.
- May be exposed to mechanical or atmospheric hazards on a periodic basis.
All new hires or transfers starting in a non-exempt position on or after January 1, 2016 are required to
The State of Wyoming is an Equal Opportunity Employer and actively supports the ADA and reasonable accommodations for applicants with disabilities. No notice of eligibility will be sent to applicants who meet the minimum qualifications.
Agents may be required to rotate to any and all caseloads within the Division, including, but not limited to, facilities, Intensive Supervision Program, Sex Offenders, Drug Court or being a Pre-Sentence Investigator.
The Wyoming Department of Corrections is a Drug Free Workplace. All staff are subject to drug testing and WDOC policy. Successful applicants for employment must pass a background/reference check, medical examination prior to appointment.
The Wyoming Department of Corrections is a Tobacco-Free Workplace and prohibits the taking, carrying, smoking, and possession of tobacco products or smokeless tobacco or tobacco substitutes on or into WDOC facilities and grounds.
The Wyoming Department of Correction is in compliance with the Federal Prison Rape Elimination Act. The practice of WDOC to prohibit inmates/offenders from personal abuse, corporal punishment, personal harassment and the elimination of prison rape.
WDOC has a strict dress code policy to include standards for facial hair, body art and piercings/gauges. All clothing and accessories must meet the standards of this dress code to be considered for employment.
The WDOC Field Services uses oleoresin capsicum (OC, pepper spray) as a force alternative. All employees undergo initial training and may be required to carry OC.
Candidate must complete defensive tactic skills Krav-Maga.

Supplemental Information

080-Wyoming Department of Corrections - Field Services - Offender Management

Click WDOC.JOBS to view Wyoming Department of Corrections website.

Click here to view the State of Wyoming Classification and Pay Structure.

URL: http://agency.governmentjobs.com/wyoming/default.cfm

The State of Wyoming is an Equal Opportunity Employer and actively supports the ADA and reasonably accommodates applicants with disabilities.

Class Specifications are subject to change, please refer to the A & I HRD Website to ensure that you have the most current information.

There are many benefits to living and working in Wyoming. Beautiful country with wide open spaces and clean air, and no State income tax to mention a few! In addition, the State of Wyoming offers State employees a very generous family leave policy. Please visit our website for more information on the State of Wyoming employee benefits.
Jackson/Teton County Housing Department
Cash Handling Policy

**General**
The Administrative Assistant, Contracted Accountant, Compliance Officer, Housing Manager, and Housing Director are responsible for the following duties (Other staff also handles cash when needed due to absences, etc):

**Accounts Receivable**
Accounts Receivable for the Housing Department is received in three ways:

1. Forte Online Credit Card Payment
2. Mailed check or Money Order
3. In-person cash, check or Money Order

All checks and cash are received by the Administrative Assistant and sorted into two categories:

Category 1: Housing Authority Deposits
Category 2: County Deposits (a.k.a. Transmittals)

**Category 1: Housing Authority Deposits:**
The Administrative Assistant prepares a deposit slip and then scans and saves the deposit slip, along with all checks and receipts, onto the Housing Department server. All checks are endorsed with a “Jackson Teton County Housing” stamp that is specific to the Housing Authority bank account. All Deposits are made in accordance with section 1-1.1 of the **Teton County Policies Manual & Handbook**. Once the deposit is made, the receipt of deposit is scanned and combined with the rest of the deposit on the server. All deposits are e-mailed to the Accountant, along with all invoices that require payment at the end of the day each Tuesday. The Accountant tracks each payment, including Forte Online Credit Card Payments, in QuickBooks. The Accountant then updates all homeowner statements and delivers them to the office on a monthly basis. These statements are mailed out by the Compliance Officer within one business day of receipt.

**Category 2: County Deposits (a.k.a. Transmittals):**
The Administrative Assistant processes all Transmittals in accordance with the 1-1.1 of the **Teton County Policies Manual & Handbook**. A standard form is completed by the Administrative Assistant that indicates which account each payment is to be allocated towards. Checks are endorsed with a “County Treasurer” stamp that is specific to the County Treasurer’s bank account. All Transmittals are scanned and saved onto the Housing Department server. A copy is then e-mailed to the Compliance Officer so that she is aware of payment for Housing Department requests.

**Cash**
All cash received is receipted using a handwritten receipt with two carbon copies. Original receipts (white) are given to the homeowner. Carbon copy #1 (yellow) is distributed to the Accountant or County Treasurer. Carbon copy #2 (pink) stays in the receipt book for the Housing Department’s records. All cash received is deposited on the same day that it is received, except for any cash received within 30-minutes prior to closing at 5pm. Any cash received after 4:30pm is deposited the following business day.
Facilitation Fees
The Housing Department receives a Facilitation Fee from title companies when a home is sold through the Housing Department’s program. 2% Facilitation Fees are processed as Transmittals and deposited by the Teton County Treasurer. Additional Facilitation Fees are deposited into the Housing Authority account and held in escrow to cover inspection items that were not completed by the seller.

Accounts Payable
Invoices and/or statements are received via U.S. mail or e-mail by the Administrative Assistant and then submitted to the Housing Manager and Housing Director for approval. Once approved, invoices and/or statements are sorted into two categories:

Category 1: Housing Authority Expenses
Category 2: County Expenses (a.k.a. Vouchers)

Category 1: Housing Authority Expenses
All approved invoices and/or statements are scanned and saved onto the Housing Department server. These are e-mailed to the accountant, along with all deposits by the end of the day each Tuesday. The accountant then provides a check for each expense owed by the end of the week that invoices have been submitted. All checks are signed by the Housing Manager or Housing Director prior to being mailed out by the Administrative Assistant. If a check exceeds $500, it requires two signatures. If the Housing Manager or Housing Director are unavailable, a second signature must be obtained from one of the Housing Authority Board members.

Category 2: County Expenses (a.k.a. Vouchers)
Vouchers are processed in accordance with section 1-3 of the Teton County Policies Manual & Handbook.

Budget Tracking and Reconciliation

Category 1: Housing Authority Budget Tracking and Reconciliation
The Administrative Assistant tracks all invoices and deposits on an excel spreadsheet that is saved on the Housing Department’s server. Once checks are received from the accountant and signed, these are tracked on the same spreadsheet. Please see below for examples of how invoices and deposits are tracked by the Administrative Assistant:

Example 1. Accounts Receivable

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Date Sent</th>
<th>Vendor</th>
<th>Invoice #</th>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
<th>Check #</th>
<th>Check Mailed</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2020</td>
<td>1/7/2020</td>
<td>LVE</td>
<td>0001</td>
<td>Broadway</td>
<td>Utilities</td>
<td>$100.00</td>
<td>11709</td>
<td>1/10/2020</td>
<td></td>
</tr>
</tbody>
</table>

Example 2. Accounts Payable

<table>
<thead>
<tr>
<th>Deposit Date</th>
<th>Vendor/Name</th>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
<th>Check/Cash</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2020</td>
<td>Jane Doe</td>
<td>Millward</td>
<td>Ground Lease</td>
<td>$30</td>
<td>Check</td>
<td></td>
</tr>
</tbody>
</table>

The Housing Manager reconciles the Housing Authority budget on a monthly basis using a combination of the spreadsheet prepared by the Administrative Assistant, a monthly report received from the accountant, and online records from the bank.
The Housing Authority Accountant reconciles all Housing Authority bank accounts and sends copies of the bank statements and working papers (reconciliation) to the Treasurer and to the Housing Manager each month.

The Housing Authority Accountant prepares a monthly Balance Sheet, Month to Date Profit and Loss, and Year to Date Profit and Loss for the Housing Authority Board to review each month at their Regular Meeting.

The Housing Manager prepares an annual budget for the Housing Authority, which is reviewed and approved by the Housing Director. The Housing Authority approves the draft budget prior to it being submitted to Teton County and the Town of Jackson with the Housing Department annual budget.

Category 2: County Budget Tracking and Reconciliation
The Administrative Assistant tracks all transmittals and vouchers on a budget performance spreadsheet that is saved on the Housing Department server. Once the Clerk’s Office releases the monthly Expenditure Detail Report, the Administrative Assistant uses this to reconcile the Housing Department’s County Budget Performance Spreadsheet by the 15th of each month.

**The Grove, Phase 1**
All accounts receivable and accounts payable transactions relating to the Grove, Phase 1 are contracted out to Mountain Property Management. When receipt of payment exceeds expenses due (typical), this amount is deducted from the amount that Mountain Property is owed for their contract work as property management company for the Grove. Mountain Property Management sends the Housing Department a lump sum check of the balance of payment received, along with a detailed “Rental Owner Statement” for each unit, and a summary statement of all transactions on a monthly basis.

**Meter Readings**
The Housing Department assists with billing for submeters that are installed for both residential and commercial tenants at the Grove. Once submeter photos are obtained by Mountain Property Management, these are e-mailed to the Administrative Assistant who then inputs the information into a spreadsheet that calculates percentage owed by tenants depending on the Lower Valley Energy bill that month.

**Petty Cash**
The Housing Department does not use petty cash.