

## **Regular Board Meeting**

Jackson/Teton County Housing Authority

Wednesday, May 3 2023 2:00 PM

Via Zoom: [Link to Join Meeting](#)



## **Regular Meeting – 2 p.m.**

1. Call to Order
2. Pronouncement of Quorum
3. Public Comment for Items Not on the Agenda
4. Approval of Meeting Minutes for April 14 Regular Meeting and March 21 Special Meeting
5. Review of March Financials
6. Amended and Reinstated Special Restriction for 45 Pine Glades Drive Unit B
7. Preservation Program
  - a. Mikhail Grace
8. Matters from Staff
  - a. June Meeting Reschedule
9. Matters from Board
10. Adjourn



## STAFF REPORT – JACKSON/TETON COUNTY HOUSING AUTHORITY REGULAR MEETING

**PRESENTER:** Stacy Stoker, Housing Manager  
**MEETING DATE:** May 3, 2023

### Item 1. Call to Order

### Item 2. Pronouncement of Quorum

### Item 3. Public Comment for Items Not on the Agenda

### Item 4. Approval of Meeting Minutes

**Attached:** Minutes for March 21, 2023 Special Meeting, April 14, 2023 Regular Meeting.

**Motion:**

I move to approve the meeting minutes for March 21, 2023 Special Meeting and April 14, 2023 Regular Meeting

### Item 5. Review of March Financials

**Attached:** March Financials

### Item 6. Amended and Reinstated Special Restriction for 45 Pine Glades Drive Unit B

In June of 2018, the Jackson Town Council and the Board of County Commissioners directed staff to record the new standard deed restriction template on all newly constructed homes and restricted homes that are sold.

45 Pine Glades Drive Unit B is an existing home restricted as Affordable Category 1 (0 – 80% MFI). The new restriction will reclassify the unit to the Affordable income range of 50 – 80%.

**Attached:** Amended and Reinstated Deed Restriction for Property Located at Unit B, 45 Pine Glades Drive: Unit 1-1, Spruce Condominiums Addition to the Town of Jackson.

**Motion:**

I move to approve the Amended and Reinstatement Special Restriction for 45 Pine Glades Drive Unit B as presented by staff.

### Item 7. Preservation Program

a. Mikhail Grace

Mr. Grace I is a one-person household. He is employed by Teton Heritage Builders as a Superintendent and has been working in Teton County for two years.

**Staff Recommendation:** Approval. Staff has reviewed Mikhail Grace’s application and supporting verification documents and has found him to be qualified for Workforce Housing and the Preservation Program.

**Motion:** I move to approve Mikhail Grace as Pre-qualified for the Preservation Program as recommended by staff.

**Item 8. Matters from Staff**

a. June Meeting Reschedule: Staff is requesting a reschedule of the June meeting because Stacy is out of town.

**Item 9. Matters from Board**

**Item 10. Adjourn**

Jackson/Teton County Housing Authority  
Regular Meeting  
April 14, 2023  
Zoom

1. Call to Order

The Regular Meeting of the Jackson/Teton County Housing Authority Board was called to Order on April 14, 2023, at 2:00 P.M via Zoom . Attendees were Annie Kent Droppert, Estela Torres, Justin Henry, Keith Gingery (Chief Deputy County Attorney), Leah Colasuonno (Town Attorney), April Norton (Housing Director) and Stacy Stoker (Housing Manager).

2.-Pronouncement of Quorum

All three board members were in attendance. A quorum was declared.

3.- Public Comment

No Public Comment.

4.-Approval of Meeting Minutes

Estela Torres made the motion to approve the meeting minutes from March 1, 2023, regular meeting, March 13 Special Meeting, and March 14 Special Meeting. Justin Henry seconded. The motion passed unanimously.

5.-Review of Financials

The Board reviewed the February Financials. No action was taken.

6.- Housing Department Work Plan

The staff presented the Housing Department Work Plan during the meeting. No action was taken.

7.- Housing Authority FY23/24 Budget.

The staff presented the proposed Housing Authority Budget and Budget Narrative, the Board and the staff discussed two key points:

Key Questions:

1.-Proposed the sale of the 260 W Broadway.

Estela Torres made motion to authorize the listing of 260 W Broadway building, Justin Henry seconded the motion passed unanimously.

2.- Proposed retainage of The Grove Maintenance Reserves and to transfer net income to supply.

Annie Kent Droppert made motion to approve the Housing Authority FY23/24 budget as presented by the staff keeping the maintenance reserves for The Grove intact (not transferring any of this to Supply)

and with the addition of net income generated by The Grove to be moved to Supply, Estela Torres seconded, the motion passed unanimously.

**8.- Capital Improvement Request**

The Staff and the Board discussed the Capital Improvement request. Annie Kent Droppert made a motion to approve the increase in capital improvement credit to 14.6% for the purpose of finishing the unfinished room as presented by staff and as requested by the owner. Estela Torres seconded, and the motion passed unanimously.

**9.-Grove Phase 1 Unit 301 and 201 Water Damage**

The staff and the board discussed this matter. Estela Torres made motion to direct staff to pay the cost of damage from the water leak in Unit 301 with maintenance reserve instead of filing an insurance claim. Justin seconded; the motion passed unanimously.

**10. Executive Session to Consider Purchase of Real State**

The board adjourned at 2:14 pm to enter into an Executive Session. The Board came out of Executive Session and re-entered into their Regular Meeting at 3:48 pm. Annie made a motion to approve the purchase and sale contract with the changes as presented by staff. Estela seconded the motion. The motion passed unanimously. The meeting was adjourned at 3:57 pm.

Respectfully Submitted:

Stacy A. Stoker, Housing Manager

\_\_\_\_\_

Approved by the Jackson Teton County Housing Authority Board as evidenced by their signatures below:

\_\_\_\_\_  
Anne Kent Droppert

\_\_\_\_\_  
Estela Torres

\_\_\_\_\_  
Justin Henry, Board Clerk

Date 04/18/2023

Jackson/Teton County Housing Authority  
Special Meeting  
March 21, 2023  
In person at 320 S. King Street

1. Call to Order

The Special Meeting of the Jackson/Teton County Housing Authority Board was called to Order on March 21, 2023, at 8:33 AM. Attendees were Annie Kent Droppert, Keith Gingery, Lea Colasuonno, and April Norton.

2.-Pronouncement of Quorum

Two board members were in attendance. A quorum was declared.

3.- Public Comment

No Public Comment.

4.-Executive Session to Consider the Selection of a Site or the Purchase of Real Estate

Annie Droppert made the motion to enter Executive Session at 11:15 AM. Estela Torres provided the second. All in favor.

Annie Droppert made the motion to exit Executive Session at 8:34 AM. Justin provided the second. All in favor.

Annie moved to exit Executive Session at 8:46 am.

No action was taken

6.-Adjourn

Annie Droppert made a motion to adjourn the meeting at 8:47 AM. Justin Henry provided the second. All in favor.

Respectfully Submitted:

Stacy A. Stoker, Housing Manager

---

Approved by the Jackson Teton County Housing Authority Board as evidenced by their signatures below:

---

Anne Kent Droppert

---

Justin Henry

JACKSON/TETON COUNTY HOUSING AUTHORITY

# Vendor Balance Summary

As of March 31, 2023

---

	<u>Mar 31, 23</u>	<u>Feb 28, 23</u>	<u>\$ Change</u>
LOWER VALLEY ENERGY	1,309.44	1,122.04	187.40
TOWN OF JACKSON	50.78	50.78	0.00
TOTAL	<u>1,360.22</u>	<u>1,172.82</u>	<u>187.40</u>



JACKSON/TETON COUNTY HOUSING AUTHORITY

Profit & Loss by Class

March 2023

	Administration	Broadway	Housing Supply	Millward	The Grove	TOTAL
Ordinary Income/Expense						
Income						
Rent Income	0.00	20,158.09	0.00	1,540.00	38,308.38	60,006.47
Total Income	0.00	20,158.09	0.00	1,540.00	38,308.38	60,006.47
Gross Profit	0.00	20,158.09	0.00	1,540.00	38,308.38	60,006.47
Expense						
Insurance	0.00	(722.38)	0.00	0.00	0.00	(722.38)
Management Fees	0.00	0.00	0.00	0.00	3,200.00	3,200.00
Professional Fees	2,100.00	0.00	0.00	0.00	0.00	2,100.00
Rent(Ground Lease Fee)	0.00	13,638.78	0.00	0.00	0.00	13,638.78
Repairs & Maintenance	0.00	1,582.25	0.00	314.56	22,124.92	24,021.73
Taxes & Licenses	0.00	(153.73)	0.00	0.00	0.00	(153.73)
Telephone	0.00	0.00	0.00	0.00	168.96	168.96
Utilities	0.00	1,067.31	0.00	0.00	3,341.44	4,408.75
Total Expense	2,100.00	15,412.23	0.00	314.56	28,835.32	46,662.11
Net Ordinary Income	(2,100.00)	4,745.86	0.00	1,225.44	9,473.06	13,344.36
Other Income/Expense						
Other Income						
Interest Income	167.17	0.00	660.67	3.58	0.00	831.42
Other Income	0.00	0.00	0.00	0.00	100.00	100.00
Total Other Income	167.17	0.00	660.67	3.58	100.00	931.42
Other Expense						
Interest Expense	0.00	0.00	0.00	0.00	5,617.48	5,617.48
Total Other Expense	0.00	0.00	0.00	0.00	5,617.48	5,617.48
Net Other Income	167.17	0.00	660.67	3.58	(5,517.48)	(4,686.06)
Net Income	(1,932.83)	4,745.86	660.67	1,229.02	3,955.58	8,658.30

JACKSON/TETON COUNTY HOUSING AUTHORITY

Profit & Loss by Class

July 2022 through March 2023

	Administration	Broadway	Housing Supply	Millward	The Grove	TOTAL
Ordinary Income/Expense						
Income						
Contributions Income	0.00	0.00	36,858.50	0.00	0.00	36,858.50
Rent Income	0.00	181,167.37	3,865.00	13,050.65	314,562.76	512,645.78
SPET collections	0.00	0.00	2,124,815.21	0.00	0.00	2,124,815.21
Total Income	0.00	181,167.37	2,165,538.71	13,050.65	314,562.76	2,674,319.49
Gross Profit	0.00	181,167.37	2,165,538.71	13,050.65	314,562.76	2,674,319.49
Expense						
Bank Charges	0.00	0.00	25.00	0.00	0.00	25.00
Insurance	0.00	6,593.78	0.00	0.00	13,395.00	19,988.78
Management Fees	0.00	0.00	0.00	0.00	28,800.00	28,800.00
Office Supplies	0.00	0.00	5.00	0.00	0.00	5.00
Preservation Program Funds	0.00	0.00	118,400.00	0.00	0.00	118,400.00
Professional Fees	18,940.00	0.00	0.00	0.00	0.00	18,940.00
Rent(Ground Lease Fee)	0.00	122,749.02	0.00	0.00	0.00	122,749.02
Repairs & Maintenance	0.00	12,579.66	51,871.00	2,989.59	85,733.42	153,173.67
Taxes & Licenses	0.00	5,981.83	0.00	0.00	9,544.92	15,526.75
Telephone	0.00	0.00	0.00	0.00	1,461.38	1,461.38
Utilities	0.00	3,820.44	2,338.88	0.00	23,757.15	29,916.47
Total Expense	18,940.00	151,724.73	172,639.88	2,989.59	162,691.87	508,986.07
Net Ordinary Income	(18,940.00)	29,442.64	1,992,898.83	10,061.06	151,870.89	2,165,333.42
Other Income/Expense						
Other Income						
Gain/Loss on Sale of Investment	0.00	0.00	72,089.94	0.00	0.00	72,089.94
Interest Income	1,239.27	0.00	3,621.71	28.39	0.00	4,889.37
Other Income	0.00	0.00	0.00	0.00	975.00	975.00
Total Other Income	1,239.27	0.00	75,711.65	28.39	975.00	77,954.31
Other Expense						
Interest Expense	0.00	0.00	0.00	0.00	50,060.60	50,060.60
Total Other Expense	0.00	0.00	0.00	0.00	50,060.60	50,060.60
Net Other Income	1,239.27	0.00	75,711.65	28.39	(49,085.60)	27,893.71
Net Income	(17,700.73)	29,442.64	2,068,610.48	10,089.45	102,785.29	2,193,227.13

JACKSON/TETON COUNTY HOUSING AUTHORITY  
**Profit & Loss by Housing Supply**

March 2023

	SPET	Other	TOTAL
Ordinary Income/Expense			
Income			
Rent Income	0.00	0.00	0.00
Total Income	0.00	0.00	0.00
Gross Profit	0.00	0.00	0.00
Expense			
Insurance	0.00	0.00	0.00
Management Fees	0.00	0.00	0.00
Professional Fees	0.00	0.00	0.00
Rent(Ground Lease Fee)	0.00	0.00	0.00
Repairs & Maintenance	0.00	0.00	0.00
Taxes & Licenses	0.00	0.00	0.00
Telephone	0.00	0.00	0.00
Utilities	0.00	0.00	0.00
Total Expense	0.00	0.00	0.00
Net Ordinary Income	0.00	0.00	0.00
Other Income/Expense			
Other Income			
Interest Income	644.21	16.46	660.67
Other Income	0.00	0.00	0.00
Total Other Income	644.21	16.46	660.67
Other Expense			
Interest Expense	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00
Net Other Income	644.21	16.46	660.67
Net Income	644.21	16.46	660.67

JACKSON/TETON COUNTY HOUSING AUTHORITY  
**Profit & Loss by Housing Supply**  
 July 2022 through March 2023

	Hall	SPET	Wilson Meadows	Wilson Park	Other	TOTAL
Ordinary Income/Expense						
Income						
Contributions Income	0.00	0.00	0.00	0.00	36,858.50	36,858.50
Rent Income	1,125.00	0.00	1,665.00	1,075.00	0.00	3,865.00
SPET collections	0.00	2,124,815.21	0.00	0.00	0.00	2,124,815.21
Total Income	1,125.00	2,124,815.21	1,665.00	1,075.00	36,858.50	2,165,538.71
Gross Profit	1,125.00	2,124,815.21	1,665.00	1,075.00	36,858.50	2,165,538.71
Expense						
Bank Charges	0.00	25.00	0.00	0.00	0.00	25.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00
Management Fees	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies	0.00	0.00	0.00	0.00	5.00	5.00
Preservation Program Funds	0.00	118,400.00	0.00	0.00	0.00	118,400.00
Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00
Rent(Ground Lease Fee)	0.00	0.00	0.00	0.00	0.00	0.00
Repairs & Maintenance	0.00	0.00	0.00	0.00	51,871.00	51,871.00
Taxes & Licenses	0.00	0.00	0.00	0.00	0.00	0.00
Telephone	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	0.00	0.00	0.00	0.00	2,338.88	2,338.88
Total Expense	0.00	118,425.00	0.00	0.00	54,214.88	172,639.88
Net Ordinary Income	1,125.00	2,006,390.21	1,665.00	1,075.00	(17,356.38)	1,992,898.83
Other Income/Expense						
Other Income						
Gain/Loss on Sale of Investment	0.00	0.00	0.00	0.00	72,089.94	72,089.94
Interest Income	0.00	3,554.77	0.00	0.00	66.94	3,621.71
Other Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Income	0.00	3,554.77	0.00	0.00	72,156.88	75,711.65
Other Expense						
Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	3,554.77	0.00	0.00	72,156.88	75,711.65
Net Income	1,125.00	2,009,944.98	1,665.00	1,075.00	54,800.50	2,068,610.48



## Housing Department Fee Schedule 2023

Form Request:

Fee\*:

Owner Request for Capital Improvement	<del>\$100.00</del> <u>\$125</u>
Request for Appeal	<del>\$50.00</del> <u>\$100</u>
Request for Grievance	<del>\$50.00</del> <u>\$100</u>
Request for Exception	<del>\$50.00</del> <u>\$125</u>
Owner Request for Transfer of Title	\$150.00
Owner Request to Rent	<del>\$100.00</del> <u>\$125</u>
Owner Request for Leave of Absence	<del>\$50.00</del> <u>\$100</u>
Request for Exception Hearing	<del>\$50.00</del> <u>\$150</u>
Request for Default Hearing	<del>\$50.00</del> <u>\$150</u>
Transfer on Death Deed	\$100.00
Certificate of Release - Sunset Clause Units	\$50.00
Qualified Mortgage Review	<del>\$50.00</del> <u>\$100</u>
<u>Request to Amend Restriction</u>	<u>\$250</u>

\*Fees will be updated annually effective July 1 of the current year.

**Amended and Reinstated Deed Restriction for Property  
Located at Unit B, 45 Pine Glades Drive: Unit 1-1, Spruce Condominiums Addition to the Town of Jackson**

This Amended and Reinstated Deed Restriction (“Restriction”) is made and entered into this \_\_\_\_ day of June 2023, by the undersigned owner of the property (“Declarant”) and the Jackson/Teton County Housing Authority (JTCHA).

**RECITALS:**

**WHEREAS**, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Unit 1-1 of the Spruce Condominiums Addition to the Town of Jackson, Plat No. 1297, Recorded in the Office of the Teton County Clerk on May 10, 2010

PIDN:22-41-16-33-4-39-001 (“Land”)

**WHEREAS**, as a condition of its Final Development Plan Approval for Pine Glades (P07-126) (the “FDP Approval”), the owner agreed to provide 12 Affordable Housing Units, two of which are located at Spruce Condominiums and will be owned by households who work in Teton County and will occupy the units as their sole primary residences.

**WHEREAS**, The subject unit was an Affordable Category 1 and is being reclassified as and Affordable unit in the 50 – 80% Income Range. The subject unit is:

- Unit B, with two (2) bedrooms with Income Range 50 - 80%. (“Residential Unit”).

The Income Ranges are defined in the Rules and Regulations.

**WHEREAS**, this Restriction amends, restates, supersedes, and replaces in its entirety the Special Restrictions for Affordable Housing Located at Spruce Condominiums recorded on May 10, 2020, as Document Number 0772037 in the Teton County Clerk’s Office;

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

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

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

**WHEREAS**, in furtherance of the goals, objectives, requirements, and conditions of Permit No. P07-126, and consistent with the Town of Jackson Wyoming’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

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

**NOW, THEREFORE**, in satisfaction of the conditions in and consideration of Permit No. P07-126, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

## ARTICLE I

### OWNERSHIP

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

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

**1.1.2 Income Limit.** At time of purchase, the Qualified Household’s gross income must be between 50% to 80% of the median family income in Teton County, Wyoming, as established in the applicable year’s United States Department of Housing and Urban Development’s median family income chart for Teton County, Wyoming.

**1.1.3 Residential Real Estate.** At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

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

**1.2 Exception for Declarant.** Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit.

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

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

## ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

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

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

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

2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.

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

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

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

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

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

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

2.11 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use,



improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations.

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

### ARTICLE III SALE

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

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

### ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
- 4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.
- 4.2.2 JTCHA did not exercise its rights as provided in Article IV Qualified Mortgage.
- 4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.
- 4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.
- 4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article IV, Qualified Mortgage. If JTCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.
- 4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.
- 4.3 Amendment. This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.
- 4.4 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

## ARTICLE V GENERAL PROVISIONS

### 5.1 Breach.

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

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

- 5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.
  - 5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.
  - 5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.
- 5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.
- 5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.
- 5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:
- 5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.
    - 5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").
    - 5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.
    - 5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

- 5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.
- 5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:  
FIRST, to the payment of any unpaid taxes;  
SECOND, to the payment of any Qualified Mortgage;  
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);  
FOURTH, to the payment of the closing costs and fees;  
FIFTH, to the 2% facilitation fee to JTCHA;  
SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;  
SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;  
EIGHTH, to any repairs needed for the Residential Unit; and  
NINTH, any remaining proceeds shall be paid to Declarant.  
If there are insufficient proceeds to satisfy the foregoing, Declarant shall remain personally liable for such deficiency.
- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term “Rules and Regulations” is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

**To JTCHA / Housing Department:**

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

**With a Copy to:**

Town of Jackson, Wyoming.  
Attn: Clerk  
P.O. Box 1687  
Jackson, WY 83001.

**Declarant**

To the Address on file with the Teton County Clerk’s Office

- 5.6 Attorney’s Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney’s fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.
- 5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

**IN WITNESS WHEREOF**, Declarant has executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**OWNER:**

\_\_\_\_\_  
Shaun Jastrab

\_\_\_\_\_  
Sandra Jastrab

STATE OF WYOMING )

Amended and Reinstated Deed Restriction for Property Located at Unit B, 45 Pine Glades Drive; Unit 1-1,  
Spruce Condominiums Addition to the Town of Jackson

COUNTY OF TETON ) ss.  
 )

On the \_\_\_\_\_ day of June 2023, the foregoing Restriction was acknowledged before me by Shaun Jastrab and Sandra Jastrab as Owners of 45 Pine Glades Drive Unit B.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

**JACKSON/TETON COUNTY HOUSING AUTHORITY**

\_\_\_\_\_  
Anne Kent Droppert, Board Chair

**ATTEST:**

\_\_\_\_\_  
Justin K. Taylor Board Clerk

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2023, the foregoing Restriction was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public



MEMO

**TO:** Jackson/Teton County Housing Authority Board  
**FROM:** Housing Department Staff  
**DATE:** April 27, 2023  
**SUBJECT:** Monthly Staff Update

**ADMINISTRATION**

**Online Systems** – Staff is exploring a new software system that is built to accommodate all Housing Department needs. An RFP will be going out mid-May and the expense has been added to the FY 2024 Housing Department budget request.

**SALES AND RENTALS**

The chart below shows the rental and ownership units either closed or in the process of being rented or sold since January 1, 2023.

Address	Beds	Sales \$ Restriction Type	Total Applicants	Avg. Entries	Selected HH Entries	Status
7310 Rimrock Road	3	\$499,747 Workforce	1 (First Option Right GTMF)	NA	NA	Closed
199 E Pearl Unit 205	1	\$251,227 Workforce	41	4	10 entries, selected on 1	Closed
1864 Josephine Loop	2	\$320,781 Affordable 80 – 120%	20	3	8 entries, selected on 5	Closed
3936 Hawthorne Lane	3	\$276,401 Affordable 80 – 120%	8	4	11 entries, selected on 8	Closing on or before May 2nd
45 Pine Glades Drive	2	\$198,545 Affordable 50 – 80%	1	1	1	Closing on or before June 7 <sup>th</sup>
848 W Snow King Unit 35	2	\$274,420	16	5	10 entries, selected on 4	Closing on or before June 15th
Unit 303 Grove Phase 1	2+	Rental 0 to 50%	Pending	Pending	Pending	Pending



**Households who have purchased or rented a home this year include 11 adults and 2 children and are listed below.**

Daniel Desorcy & Lindsay Lanham

- Daniel works at Teton Club and Lindsay works at Excel Physical Therapy

Shaun and Sandra Jastrab

- Shaun works at JH Compunet, and Sandra is a self-employed graphic designer.

Blake & Bailey Morley

- Blake works at Teton County Sheriff's Office, and Bailey works at SNB Hair Design, they have 2 children.

Katie Rose

- Katie works as the Program Manager for Eco Tours Adventures

Wade and Natasha Udem

- Wade is a self-employed Horse Shoer, and Natasha is a self-employed Caterer, and a Yoga instructor.

Steffan and Lindsay Larson

- Steffan works at Grand Teton Music Festival and Lindsay works at Frederick Mountain Group.

**Grove Rental annual requalification's** – In 2023 0 units have been renewed at the Grove phase 1. The renewal process will begin in May.

**County Employee Rentals 1/1/2023 to present** – 4 units have been rented to County employees in 2023, with 3 pending.

**Town of Jackson Employee Rentals 1/1/2023 to present** – 12 units have been rented to Town employees in 2023.

**COMPLIANCE**

<b>Compliance Request</b>	<b>Since January 1, 2022</b>
Request to Rent/Leave of Absence	1-pending
Request for Exception	1 – pending Request for Exception, 1 Not Approved, 3 Approved
Qualified Mortgage Request	1
Transfer of Title	1- In Process
Occupancy Agreement	1- In process
Transfer on Death Deed	1- Pending
Workforce Ownership Requalifications	Request for Requalification's are sent in November
Affordable and WF Rental Requalifications	76 Approved in 2023
Affordable Check-ins	36 Qualified, 4 Defaults

Violations	2 with the same owner
------------	-----------------------

Units with Sunset Clause	Sunset Clause Expired	Total Releases Recorded	Expirations Pending (2023)	Expire in 2024	Expire in 2025
98	54	31	4	8	3

**WORKPLAN AND BUDGET**

The Housing Department Annual Workplan, which includes a new position for a Compliance Supervisor and new database software was approved by the BCC and Town Council. This means they are generally in approval of our budget requests. However, the budget will not be officially approved until the end of June.

**COMMUNITY PRESENTATIONS & OUTREACH**

Staff is available to give presentations to the community to provide education about housing programs, developments, compliance, etc. Below are presentations given since January 1, 2023.

Presenter	Organization
April Norton	Blaine County Housing Roundtable
April Norton	Ketchum Library – Public Presentation
April Norton	NACo Annual Conference – Housing Taskforce, Rental Housing Panel
April Norton	Thursday Women’s Lunch Group
April Norton	CFJH Housing Working Group
Billi Jennings	C-V
April Norton	City Tour Group in Driggs, Idaho

**SPANISH OUTREACH EVENT**

The April 17 event was well attended and successful. The Housing Department is working with Voices JH to hold another focus group meeting because there were many people interested who were unable to attend because there was limited space. This will likely be held in the summer at an outdoor venue.