

Regular Board Meeting

Jackson/Teton County Housing Authority

Wednesday October 5, 2022 at 2pm

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



1. Call to Order
2. Pronouncement of Quorum
3. Public Comment
4. Approval of Meeting Minutes (September Regular Meeting)
5. Review of August Financials
6. Special Restrictions for 7332 Rimrock Road
7. Preservation Program
 - a. Lane and Kathleen Burton
8. Matters from Staff
9. Matters from Board
10. Adjourn



STAFF REPORT

TO: Jackson/Teton County Housing Authority Board
FROM: Stacy Stoker, Housing Manager
DATE: September 30, 2022
SUBJECT: October 5, 2022, Housing Authority Board Agenda

Item 1. Call to Order

Item 2. Pronouncement of Quorum

Item 3. Public Comment for Items Not on Today's Agenda

Item 4. Approval of Meeting Minutes (September)

Attached: Minutes for September 7, 2022 Regular Meeting

Motion:

I move to approve the meeting minutes for the September 7, 2022 Regular Meeting

Item 5. Review of August Financials

Attached: August Financials

Item 6. Special Restrictions for 7332 Rimrock Road

7332 Rimrock Road is a Workforce housing unit (formerly known as Employment-based). It is also unique in that it is part of the Business Option program. The Presbyterian Church of Jackson Hole holds the First Option Right on the unit. This gives them the right to identify a buyer that is one of their employees or someone who has a reasonable nexus to the Church. If they are unable to identify a buyer, then the home will be sold through the Housing Department Weighted Drawing Process.

The Housing Department Rules and Regulations direct staff to record the new standard restrictions on all units that are sold after June 4, 2019.

The new restriction retains the Business Option; however, the unit will now be a part of the Workforce Housing Program instead of Employment-based.

Key Points of Workforce Ownership Restriction:

- At least one person in the household must be employed full-time for a Local Business (as defined in the Housing Rules and Regulations) in Teton County

- The household must earn a minimum of 75% of their income from a Local Business.
- Ownership of residential property within 150 miles of Teton County is prohibited.
- No income or asset limitations.
- Household must requalify annually.

Motion:

I move to approve the Complete Amendment and Restatement Special Restriction for Workforce Ownership Housing Located at 7332 Rimrock Road, The Homesteads at Teton Village, Teton County Wyoming.

Item 7. Housing Preservation Program

Lane and Kathleen Butler are a household of five. Two adults and three children. Kathleen is a consultant for the Jackson Hole Farmer’s Market and Lane is a civil engineer for Nelson Engineering.

Staff have reviewed Lane and Kathleen’s application and found them to be qualified for the Housing Preservation Program.

Motion:

I move to approve Lane and Kathleen Butler as pre-qualified for the Housing Preservation Program.

Item 8. Matters from Staff

Item 9. Matters From Board

Item 10. Adjourn

Jackson/Teton County Housing Authority
Regular Meeting
September 7, 2022
Zoom

1. Call to Order

The Regular Meeting of the Jackson/Teton County Housing Authority Board was called to Order on September 7, 2022, at 2:00 P.M via Zoom. Attendees were Annie Kent Droppert, Estela Torres, Justin Henry, April Norton, Housing Director, and Housing Manager, Stacy Stoker.

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 for the August 11, 2022, Special Meeting and August 12, 2022, regular meeting with the changes that were discussed. Justin Henry seconded. The motion passed unanimously.

5.-Review of Financials and Staff Update

The Board reviewed the July Financials and had no questions. No action was taken.

6.- Millward CCRs update

The board members, staff, and the HOA representative Christine Houlton discussed the Millward CCRs, and the board made some revisions. Annie Droppert made a motion to table the discussion of the Millward HOA CCRs until the next regular meeting in October. Estela Torres seconded. The motion passed unanimously.

7.- Healing Waters Lease Amendment

The board reviewed the lease amendment. Estela Torres made a motion to approve the Fourth Amendment to the Commercial lease Agreement for the Grove between Jackson/Teton County Housing Authority and Charity and Colin Brunner. Justin Henry seconded. The motion passed unanimously.

8. Housing Authority Hearing Officer

The board reviewed the proposed Engagement Letter to Richard D. Stout as Hearing Officer. Estela Torres made a motion to approve the Letter of Engagement to engage Richard D Stout as the Hearing Officer for the Jackson/Teton County Housing Authority. Justin Henry seconded. The motion passed unanimously.

9.- Matters from Staff.

Board Training-Roberts Rule of Order-October Meeting

There board and staff discussed the proposed date and time of the meeting to be held at the beginning or the end of the Regular board meeting. The board directed staff to change the date of the proposed training to November 2 at 1:00 pm.

10.- Matters from Board.

Estela Torres requested the staff to please send the board packets the Friday before the board meeting. Staff agreed.

11.- Adjourn

Annie made a motion to adjourn at 2:29 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 9/07/2022

JACKSON/TETON COUNTY HOUSING AUTHORITY

Balance Sheet

As of August 31, 2022

	Aug 31, 22	Jul 31, 22	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
FIB - Administration	611,895.08	605,495.93	6,399.15
FIB - Millward Ground Lease	86,374.95	86,732.61	(357.66)
FIB - Supply	894,150.38	986,750.28	(92,599.90)
Total Checking/Savings	1,592,420.41	1,678,978.82	(86,558.41)
Accounts Receivable			
Ground Lease Receivables	3,147.22	1,996.19	1,151.03
Total Accounts Receivable	3,147.22	1,996.19	1,151.03
Other Current Assets			
Accounts Receivable	0.00	2,655.00	(2,655.00)
Notes Receivable	320,000.00	320,000.00	0.00
Prepaid Deposit	6,000.00	6,000.00	0.00
Total Other Current Assets	326,000.00	328,655.00	(2,655.00)
Total Current Assets	1,921,567.63	2,009,630.01	(88,062.38)
Fixed Assets			
Buildings & Improvements			
260 West Broadway	1,391,040.08	1,391,040.08	0.00
Accumulated Depreciation	(980,977.81)	(980,977.81)	0.00
The Grove Phase I	6,789,580.35	6,789,580.35	0.00
Total Buildings & Improvements	7,199,642.62	7,199,642.62	0.00
Furniture, Fixtures & Equipment	22,024.69	22,024.69	0.00
Land & Projects			
3965 Hawthorne Lane	92,806.18	0.00	92,806.18
575 East Hall Avenue	1,159,017.60	1,159,017.60	0.00
Hall Street	2,565,214.22	2,565,214.22	0.00
Millward Neighborhood	1,412,795.50	1,412,795.50	0.00
Mountain View Meadows	450,000.00	450,000.00	0.00
The Grove	3,385,000.00	3,385,000.00	0.00
Wilson Meadows	353,080.00	353,080.00	0.00
Total Land & Projects	9,417,913.50	9,325,107.32	92,806.18
Total Fixed Assets	16,639,580.81	16,546,774.63	92,806.18
Other Assets			
Allowance for Doubtful Accounts	(273,481.00)	(273,481.00)	0.00
Snow King Apts. Int. Receivable	3,481.00	3,481.00	0.00
Snow King Apts. Note Receivable	270,000.00	270,000.00	0.00
Total Other Assets	0.00	0.00	0.00
TOTAL ASSETS	18,561,148.44	18,556,404.64	4,743.80
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	798.64	677.22	121.42
Total Accounts Payable	798.64	677.22	121.42

JACKSON/TETON COUNTY HOUSING AUTHORITY

Balance Sheet

As of August 31, 2022

	Aug 31, 22	Jul 31, 22	\$ Change
Other Current Liabilities			
Current Portion of LTD	123,000.00	123,000.00	0.00
Escrow Payable	6,396.35	5,593.50	802.85
Security Deposits	36,979.58	38,379.58	(1,400.00)
Total Other Current Liabilities	166,375.93	166,973.08	(597.15)
Total Current Liabilities	167,174.57	167,650.30	(475.73)
Long Term Liabilities			
Current Portion of LT Debt	(123,000.00)	(123,000.00)	0.00
Note Payable - First Republic	2,401,191.19	2,405,779.98	(4,588.79)
Total Long Term Liabilities	2,278,191.19	2,282,779.98	(4,588.79)
Total Liabilities	2,445,365.76	2,450,430.28	(5,064.52)
Equity			
Retained Earnings	16,251,357.03	16,251,357.03	0.00
Net Income	(135,574.35)	(145,382.67)	9,808.32
Total Equity	16,115,782.68	16,105,974.36	9,808.32
TOTAL LIABILITIES & EQUITY	18,561,148.44	18,556,404.64	4,743.80

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

August 2022

	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	139.30	4.87	144.17
Other Income	0.00	0.00	0.00
Total Other Income	139.30	4.87	144.17
Other Expense			
Interest Expense	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00
Net Other Income	139.30	4.87	144.17
Net Income	139.30	4.87	144.17

JACKSON/TETON COUNTY HOUSING AUTHORITY

Profit & Loss by Class

August 2022

	Administration	Broadway	Housing Supply	Millward	The Grove	TOTAL
Ordinary Income/Expense						
Income						
Rent Income	0.00	20,126.16	0.00	1,445.65	31,408.19	52,980.00
Total Income	0.00	20,126.16	0.00	1,445.65	31,408.19	52,980.00
Gross Profit	0.00	20,126.16	0.00	1,445.65	31,408.19	52,980.00
Expense						
Insurance	0.00	(129.73)	0.00	0.00	13,395.00	13,265.27
Management Fees	0.00	0.00	0.00	0.00	3,200.00	3,200.00
Professional Fees	2,260.00	0.00	0.00	0.00	0.00	2,260.00
Rent(Ground Lease Fee)	0.00	13,638.78	0.00	0.00	0.00	13,638.78
Repairs & Maintenance	0.00	224.75	0.00	354.70	3,256.58	3,836.03
Taxes & Licenses	0.00	(156.48)	0.00	0.00	0.00	(156.48)
Telephone	0.00	0.00	0.00	0.00	154.87	154.87
Utilities	0.00	385.61	0.00	0.00	1,235.43	1,621.04
Total Expense	2,260.00	13,962.93	0.00	354.70	21,241.88	37,819.51
Net Ordinary Income	(2,260.00)	6,163.23	0.00	1,090.95	10,166.31	15,160.49
Other Income/Expense						
Other Income						
Interest Income	99.28	0.00	144.17	0.00	0.00	243.45
Other Income	0.00	0.00	0.00	0.00	100.00	100.00
Total Other Income	99.28	0.00	144.17	0.00	100.00	343.45
Other Expense						
Interest Expense	0.00	0.00	0.00	0.00	5,695.62	5,695.62
Total Other Expense	0.00	0.00	0.00	0.00	5,695.62	5,695.62
Net Other Income	99.28	0.00	144.17	0.00	(5,595.62)	(5,352.17)
Net Income	(2,160.72)	6,163.23	144.17	1,090.95	4,570.69	9,808.32

COMPLETE AMENDMENT AND RESTATEMENT

Special Restrictions

For Workforce Ownership Housing

Located at

7332 Rimrock Road , The Homesteads at Teton Village, Teton County Wyoming

This Complete Amendment and Restatement of the Special Restrictions for Employment-Based Housing Located at The Homesteads at Teton Village recorded in the Office of the Teton County Clerk as document number 0833119 book of photo 839 pages 879 - 891 for 7332 Rimrock Road, Teton Village, Wyoming is made this _____ Day of _____, 2022 (the "Effective Date"), by JTCHA, Teton County and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property known as 7305 Rimrock Road located in Teton County, Wyoming, and more specifically described as follows:

Lot 7 of the Homesteads at Teton Village according to that certain Final Plat recorded in the Office of the Teton County Clerk on November 5, 2012 as Plat No. 1323

PIDN: 22-42-16-19-2-03-007 (the "Land");

WHEREAS, as a condition of its approval of Area Two Planned Unit Development of Teton Village Planned Unit Development District for Planned Resort (the "RMP"), and as a condition of the FDP and PUD approvals (PUD2011-0002 dated May 13, 2011 and DEV2011-0017 dated April 19, 2012), or Village Core Parcel J, Teton County Wyoming (the "FDP Approval"), Owner was required to dedicate an Employment-Based Housing Unit to be owned by households who work in Teton County and will occupy the units as their sole primary residences (the "Residential Units");

Lot 7 is a 3-bedroom, 2-bathroom 1406 square foot unit with a 1-car garage. It was an Employment-Based unit but is being reclassified as a Workforce Ownership unit.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the RMP, PUD and FDP or other Approval, Owner was required to restrict the initial and all subsequent sales and transfers of the Residential Unit, defined above, to a "Qualified Household,";

WHEREAS, consistent with the foregoing, the Land is subject to those certain Special Restrictions for Employment-Based Housing Located at The Homesteads at Teton Village recorded April 3, 2013 as Document number 0833119 in book of photo 839 pages 879-891 (the "2013 Special Restrictions");

WHEREAS, in accordance with Section 10.C.1 of the 2013 Special Restrictions, the Special Restrictions may be modified with exception to any modification to the First Option Right with the written consent of Owner, TCHA, and Teton County ;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating the Teton County Housing Authority (“TCHA”) and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority (“JTCHA”), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts of TCHA;

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 will be employees of Teton County and agents acting on behalf of the JTCHA;

WHEREAS, in accordance with such Section 10.C.1 of the 2013 Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the 2013 Special Restrictions by adopting these Complete Amended and Restatement Special Restrictions For Workforce Ownership Housing Located at 7332 Rimrock Road, The Homesteads at Teton Village, Teton County Wyoming (“Special Restrictions”);

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, the Jackson/Teton County Affordable Housing Department (collectively “Housing Department”) and Teton County, Wyoming.;

WHEREAS, the initial and all subsequent sales and transfers of the Property shall be subject to the “First Option Right” of the “Optionor”, each as described herein; and

WHEREAS, subject to the First Option Right of Optionor, JTCHA shall have an option to purchase the Property as described herein; and

WHEREAS, Owner desires that the Housing Department shall facilitate the transfer, sale or resale of the Property to a Qualified Household.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the RMP, PUD, FDP Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the “Rules and Regulations” are references to the written policies,

procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with Teton County, Wyoming, or 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 these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

- A. Qualified Household. Except as otherwise provided herein with respect to JTCHA or the Optionor, the ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a Local Business defined as follows:
 - A) (1) a business physically located within Teton County, Wyoming, or that can provide verification of business status physically located in Teton County, Wyoming, and (2) a minimum of seventy-five percent (75%) of the business’ clients or customers are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.
 - B) (1) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which Qualified Employees must work in Teton County Wyoming to perform their job.
 2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
 4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
 - a. Occupancy by Owner. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
 - b. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.
- D. Renting. Owners may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. The owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. The owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.
- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, Owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

SECTION 4. FIRST OPTION RIGHT.

- A. First Option Right. A First Option Right Agreement (the “First Option Right Agreement”) was recorded in the Office of the Clerk of Teton County, Wyoming on February 13, 2013, whereupon a first option right to identify a purchaser who must qualify as a Qualified Household to purchase the Property (the “First Option Right”) was either reserved or granted therein to a designated Optionor and its successors (the “Optionor”).
- B. Option Notice and Exercise. Pursuant to the First Option Right Agreement, JTCHA shall have the obligation to send a notice to Optionor (the “Option Notice”) upon each event described below, which event triggers the Optionor’s First Option Right, as follows: (i) upon JTCHA’s receipt of a Notice to Sell by the owner of the Property; (ii) upon JTCHA’s exercise of its Default Option; or (iii) upon the occurrence of a Default and forced sale. Optionor’s exercise of its First Option Right and subsequent sale of the Property in the event of such exercise shall be as set forth in the First Option Right Agreement.

SECTION 5. TRANSFER LIMITATIONS. Each Residential Unit may only be sold in accordance with Sections 6, 7 and 8 below or transferred in accordance herewith as follows:

- A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
 - 1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
 - 2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
 - 3. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership,

occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 6. INITIAL SALE OF THE RESIDENTIAL UNIT. At initial sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 7. RESALE OF RESIDENTIAL UNIT. An Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in the Rules and Regulations. 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 any First Option Right exercised by the Optionor and the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed three percent (3%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process if the First Option Right is not exercised by the Optionor). Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions, Option and First Option Right, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner’s desire to sell a Residential Unit, and after compliance with the terms, conditions and procedures of the First Option Right, JTCHA may purchase the Property. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 8. MAXIMUM RESALE PRICE. To further Teton County Wyoming’s goal of providing affordable housing, after the initial sale, a Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the current owner’s purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (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 Resale Price, the actual sales proceeds delivered to a selling owner 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 and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner or Optionor, nor shall such purchaser pay or provide to a selling owner or Optionor any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale 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 RESALE OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 9. DEFAULT. Each of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. Owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of Owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 10. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1. The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.
2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.
3. The Purchase Option is subject to the First Option Right. If the Housing Department exercises its Option with respect to the Property, the Housing Department shall notify the Optionor of the same and such notice shall trigger the First Option Right of the Optionor. If Optionor exercises its First Option Right within the 45-day period, the Housing Department shall assign its Option to the purchaser identified by the Optionor (and determined by the Housing Department to be a Qualified Household) and the purchase and sale shall proceed in accordance with the First Option Right Agreement. If the Optionor is unable to identify a Qualified Household to purchase the Property in accordance with the First Option Right Agreement, the Housing Department may permit Optionor to purchase the Property and in such case, the Housing Department shall assign its Option to Optionor. Such assignment shall include the terms and conditions upon which Optionor's purchase and ownership of the Property shall be governed. Notwithstanding the foregoing, if Optionor does not exercise its First Option Right, the Housing Department's exercise of its Option and subsequent sale of the Property shall not be subject to the First Option Right.

B. Forced Sale. The Housing Department may require Owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions. If the Housing Department requires the sale of the Property, the Housing Department shall notify the Optionor of such Default and forced sale, which notice shall trigger the First Option Right of Optionor.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, 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 two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department 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 Owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner.

If there are insufficient proceeds to satisfy the foregoing, Owner shall remain personally liable for such deficiency.

- D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Sale, Owner hereby irrevocably appoints the then-serving Housing Manager as such Owner's attorney-in-fact to effect any such purchase or sale on Owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department 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.
- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, 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 other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.
- G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County

Land Development Regulations, including but not limited to Division 8.9 Enforcement or as amended.

SECTION 11. QUALIFIED MORTGAGE.

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

1. the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
2. runs in favor of a "Qualified Mortgagee," defined as:
 - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Owner or any family member of Owner; or
 - iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions 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:

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 an owner.
2. The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

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 Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or any member of the Qualified Household, or (iv) the Housing Department.
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 Owner of the foreclosed Residential Unit.
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 an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

- C. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
 1. be deemed unsecured; and
 2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

- D. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with

the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department and Optionor shall have (in addition to the any other remedies) the right to:

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, Owner shall also be liable to the Housing Department for any amounts advanced.
2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

SECTION 12. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- C. Termination by Teton County, Wyoming. These Special Restrictions may be terminated after a determination by Teton County, Wyoming that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and Teton County, Wyoming. In the case of any modification to the provisions regarding the First Option Right, written consent of the Optionor is required, which consent may be withheld by any of the foregoing in its sole discretion.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 13. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions 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 Teton County, Wyoming.

SECTION 14. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

Teton County
P.O. Box 3594
Jackson, WY 83001.

To Owner

Rosslyn B. and Shelby J. Read
P.O. Box 786
Jackson, WY 83001

SECTION 15. 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 these Special Restrictions, 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.

SECTION 16. CHOICE OF LAW, FORUM. These Special Restrictions 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 these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 17. SEVERABILITY. Each provision of these Special Restrictions 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.

SECTION 18. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions 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.

SECTION 19. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 20. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and Teton County, Wyoming, Optionor, 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 Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department, Optionor, and Teton County, Wyoming.

SECTION 21. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 22. GOVERNMENTAL IMMUNITY. Neither Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

Brian S. Bultema

Sandra V. Guido Fernandez

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Brian S. Bultema and Sandra V. Guido Fernandez, as Owner of 7332 Rimrock Road.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman

ATTEST:

Maureen E. Murphy, County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Natalia D. Macker as Chair, of Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was attested to before me by Maureen E. Murphy as Clerk, of Teton County, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY HOUSING AUTHORITY

Anne Kent Droppert, Board Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Anne Kent Droppert as Board Chair for the Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

Justin K. Henry, Board Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Justin K. Henry as Board Clerk for the Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public



MEMO

TO: Jackson/Teton County Housing Authority Board
FROM: Housing Department Staff
DATE: September 30, 2022
SUBJECT: Monthly Staff Update

ADMINISTRATION

Online Systems – Staff continues to meet monthly with Greenwood mapping, which is proving to be helpful with communicating our needs to them. The following are our goals for the next few months:

- Complete the Tenant Landlord Interface
- Increase our reporting capability
- Incorporate Emy’s work into database information (Summer Intern)

SALES AND RENTALS

The chart below shows the rental and ownership units either closed or in the process of being rented or sold between January 1, 2022, and December 31, 2022.

Address	Beds	Sales \$ Restriction Type	Total Applicants	Avg. Entries	Selected HH Entries	Status
4163 Melody Ranch Dr. (Forced Sale)	5	Sales \$ withheld at Buyer’s request Workforce	0 – First come, first served	n/a	n/a	Closed
Unit 206, Eagle Village	1	\$158,343 Affordable 50-80%	33	7	3 entries, picked on 2	Closed
55-1 Virginian Condos	1 + office	\$596,150 Workforce	n/a – Preservation Program	n/a	n/a	Closed
280 Scott Lane Unit 603	2	\$413,829 workforce	35	7	7 entries, picked on 4	Closed
574 East Kelly Unit 1	1	\$139,062 Affordable 0–50%	2	2	4 entries, picked on 3	Closed
763 Wind River Lane	2	\$391,088 Workforce	126	6	13 entries selected on 3	Closed
Unit 202 Grove Rental	2	\$788 per month	17	4	7 entries, picked on 4	moved in July 15th

850 West Snow King Ave	2	\$274,400	22	6	10 entries, picked on 10	Closed
3965 Hawthorne Lane	1	\$92,612	NA	NA	NA	Closed
3965 Hawthorne Lane	1	\$167,800	24	2	6 entries, selected on 5	Closing on or before 11/29/22
7332 Rimrock Road, Teton Village	3	\$496,706	1	NA	NA	Closing on or before 11/10/22

Brian Bultema and Sandra Guido Fernandez

- Brian works at Presbyterian Church, and Sandra works at Continuum

Gail Wells

- Gail works at Geittman, Larson, & Swift

Chrishawna Cruden (rental)

- Chrishawna works at St. Johns Health, and has one child

Ariel and Gabriel Koerber

- Ariel & Gabriel work for Snow King Resort, they have 3 children

Jennifer Reddy and Brenden Cronin

- Jen is a self-employed Graphic Design Artist, and Brenden works at Wyoming Department of Transportation. Both are Critical Service Providers.

Marcus Olson

- Marcus works part time at Maverick, Vertical Harvest, and Teton County School District

Janet Romero and David Morillion Torija

- Janet works at St. Johns, and David works at Smiths, they have 2 children.

John Kyle Kissock

- Kyle works for the JH Wildlife Foundation

Bronwen Fitzsimons and Charles Greenwald + 2 children

- Bronwen works at the Community Foundation and Chris works at Snake River Sporting Club

Allison Kalenak

- Allison is self-employed. She is the owner/operator of Remede Hydration Therapy

Grove Rental annual requalification's – 19 units were renewed at the Grove phase 1 and leases were amended for one year.

County Employee Rentals 1/1/2022 to present – 26 units have been rented to County employees in 2022.

Town of Jackson Employee Rentals 1/1/2022 to present – 30 unit has been rented to Town employees in 2022.

COMPLIANCE

Compliance Request	Since January 1, 2022
Request to Rent/Leave of Absence	1
Request for Exception	2 complete and 1 in progress
Qualified Mortgage Request	6: approved 1: Declined: 1 in progress
Transfer of Title	2 approved, 1 pending
Occupancy Agreement	1
Transfer on Death Deed	None
Workforce Ownership Requalifications	Due in October 2022
Affordable Rental Requalifications	75 Approval letter sent
Affordable Check-ins	Due in October 2022
Proof of Insurance	October 2022
Violations	Defaults:29- active 3 cured, 1 ongoing probationary cure

Units with Sunset Clause	Sunset Clause Expired	Total Releases Recorded	Expirations Pending (2022)	Expire in 2023	Expire in 2024
98	53	31	0	4	8

RULES AND REGULATIONS

Rules and Regulations/Special Restriction Template Updates:

The annual update to the Housing Department Rules and Regulations schedule is as follows:

- February 28: Topic Identification at March JIM
- April 20: Presentation of Rules and Regulations to Housing Supply Board
- May 4: Housing Authority Board Discussion and Recommendations
- June 13: Direction from Town Council and Board of County Commissioners at June JIM – Continued to July 6th.
- July 6: Continuation of direction from Council and Commissioners.
- September 12: JIM Direction to post for 45-day public comment and Town 3 Readings.
 - 45 day Public Comment Period 9/21/2022 to 11/05/2022
 - 3 Readings: October 3, October 17, and November 7.
- November 7: Adoption of Rules and Regs/Special Restriction updates at October JIM

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, 2022.

Presenter	Organization
Billi Jennings	Teton Raptor Center
April Norton	Rotary
April Norton	JH Chamber of Commerce

April Norton	NACO
Billi Jennings	Human Services Council
April Norton	WCCA
April Norton	Victor City Council
April Norton	WY Association of Municipalities
April Norton	Silicon Couloir
Outreach Event w/ Voices JH	Northern South Park Plan
Outreach Event w/Voices JH	Intake Form Feedback
April Norton	JH Chamber Board