Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

February 4, 2019
3:00 PM
Town Council Chambers
Chair: Mayor Pete Muldoon

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I. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

A. Joint Retreat on March 4 at the Grandview Lodge (replaces the March 4 regular JIM meeting)

II. PUBLIC COMMENT

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

III. CONSENT CALENDAR

A. Minutes

1. December 3, 2018 regular JIM
2. December 19, 2018 special JIM
3. December 20, 2018 special JIM
4. December 31, 2018 special JIM
5. January 29, 2019 special JIM

IV. DISCUSSION/ACTION ITEMS

A. Purchase of a Sunset Clause at 4307 South Sage Meadow Road (10 Minutes, April Norton)

B. RFP to Develop Affordable Housing at 440 West Kelly (10 Minutes, April Norton)

C. Structural Issues at Melody Ranch Townhomes ** This item will be postponed to a date uncertain*

V. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VI. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

A. March 4 - Joint Retreat

B. April 1 - Regular JIM meeting

VII. ADJOURN

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

JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

December 3, 2018 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction the Teton County Commission in a regular joint information session in the Commissioners Chambers located at 200 S. Willow Street at 3:00 P.M. Upon roll call the following were found to be present:

Chair & Commissioners:	Mark Newcomb, Natalia Macker, Paul Vogelheim, Greg Epstein, and Smokey Rhea.
Mayor & Council:	Mayor Pete Muldoon, Bob Lenz, Don Frank, Hailey Morton Levinson, and Jim Stanford (arrived at 3:10pm).
Staff:	Sherry Daigle, Alyssa Watkins, Larry Pardee, Roxanne Robinson DeVries, Stacy Stoker, Keith Gingery, Audrey Cohen-Davis, Lea Colasuonno, Sean O'Malley, Tyler Sinclair, April Norton, and Shelley Fairbanks.

Public Comment.

There was no public comment.

Consent Calendar. On behalf of the County, a motion was made by Natalia Macker and seconded by Paul Vogelheim to approve items A and B as presented on the Consent Calendar. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried on behalf of the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Don Frank to approve items A and B as presented on the Consent Calendar. Mayor Muldoon called for the vote. The vote showed all in favor with and the motion carried on behalf of the Town.

A. **Meeting Minutes.** To approve the November 5, 2018 regular joint meeting minutes as presented.
B. **Consideration of Approval of Revised WYDOT Urban Systems Functional Classification Map.** To approve the Draft Jackson/Teton County Functional Classification Map and request the Mayor of the Town of Jackson, the Chairman of the Teton County Commission, and the Chairman of the Urban Systems Advisory Committee sign the Urban Boundary and Roadway Functional Classification Concurrence form.

IV. Discussion/Action Items.

A. New Special Restriction Templates.

Stacy Stoker, Housing Manager, presented to the Joint Board for consideration of approval of standard special restriction templates reflecting the updates to the Housing Standards in the Town of Jackson and Teton County Land Development Regulations (LRDs), and the updates to the Jackson/Teton County Housing Department Rules and Regulations (Housing Rules and Regulations). On July 4th, 2018 the Town Council and Board of County Commissioners updated the Housing Standards in the LDRs and the Housing Rules and Regulations. The Town and County Legal Departments have drafted new standard restriction templates, which reflect the updates.

Key Components of Restrictions:

Affordable Ownership Restriction:

- Income and asset limits according to income ranges 0%-50%; 50%-80%; 80%-120% of median family income for Teton County.
- At least one person in the household must be employed an average of 30 hours per week (1,560 hours per year) at a local business until retirement age (currently 62).
- Occupancy requirement (10 months per year).
- No ownership of residential property within 150 miles of Teton County at time of purchase or during ownership.
- Annual check-in to verify employment and occupancy.
- Weighted drawing to identify buyers.
- Appreciation is CPI capped at 3%

Restated Affordable Ownership Restriction

- Same as Affordable Ownership. This restriction will be recorded on all existing Affordable resales.

Affordable Rental Restriction:

- Income and Asset Limits according to income ranges 0%-50%; 50%-80%; 80%-120% of median family income for Teton County
- At least one person in the household must be employed an average of 30 hours per week (1,560 hours per year) at a local business until retirement age (currently 62).
- Must remain a rental – no owner occupancy.
- Rental rate may not exceed 30% of the low end of the income range; basic utilities and trash removal must be included.
- Tenants may not own residential property within 150 miles of Teton County.
- Tenants must occupy the unit a minimum of 80% of the lease term.
- Tenants must continue to qualify while renting.
- Tenants are identified by the owner of the unit.
- The Housing Department will conduct annual verification for qualification.

Workforce Ownership Restriction:

- No income limit, but the household must continue to earn a minimum of 75% of income from a local business until retirement age (currently 62).
- No asset limit, except no ownership of residential property within 150 miles of Teton County at time of purchase or during ownership.
- At least one person in the household must be employed an average of 30 hours per week (1,560 hours per year) at a local business.
- Units can be owner occupied and they can be rented as long as the tenants are qualified.
- Household must occupy the unit a minimum of 10 months per calendar year or in the case of a rental tenant must occupy the unit a minimum of 80% of the lease term.
- Initial sale price and buyer are determined by seller and buyer. Subsequent sales are weighted drawings, and maximum sales price is determined by the Housing Department. Appreciation is CPI capped at 3%.
- Annual compliance will be conducted by the Housing Department

Restated Workforce Ownership Restriction:

- Same as Workforce Ownership. This restriction will be recorded on all existing Employment-based resales.

Workforce Rental Restriction:

- Intended for non-condominium apartments.
- No income limit, but the household must continue to earn a minimum of 75% of income from a local business until retirement age (currently 62).
- No asset limit, except no ownership of residential property within 150 miles of Teton County at time of rental or during tenancy.
- At least one person in the household must be employed a minimum of 30 hours per week (1,560 hours per year) at a local business.
- Units must remain rentals.
- No maximum rents and no appreciation on rental rates.
- Tenants must occupy the unit a minimum of 80% of the lease term.

Updates:

This item was brought to the September 10, 2018 JIM. The Council and Board continued the item to allow for changes to be made. As staff and legal took another look at the restriction, the following changes were made:

- The term “Mortgagee” was kept as is. Legal determined that this is the correct term. A mortgagee is an entity that lends money to a borrower for the purpose of purchasing real estate. The borrower is known as the mortgagor.
- Added Qualified Mortgage language to Workforce Ownership restriction.
- Renumbered and reorganized Sections 2 and 3 of each restriction so Qualified Household is in Section 2 in all the restrictions to make them uniform.

- Added a maintenance requirement, which didn't exist in some of the restrictions.
- Made the insurance provision consistent in all six restrictions.
- Added a default provision in the template(s) where absent to make it consistent in all restrictions.
- Clarified the language that allows termination and modifications to the restrictions consistently in all six documents as follows
    - Termination for failure to meet affordable housing goals: this may be made by the Town or County exclusively and unilaterally.
    - Termination Resulting from Foreclosure: This is only relevant to and therefore only in the ownership restrictions and provides the Housing authority the first option to purchase.
    - Amendment to the restriction generally: These may be made by Owner AND either the Town or County (respectively) in writing.
    - Corrections: These may be made by the Housing Department and only to correct a scrivener's errors, erroneous legal description or typographical error.
- Added a history of the creation of the Joint Housing Authority and the Housing Department to the Recitals.
- Additional minor, insubstantial changes to clean up the templates were also made. These included correcting spelling and formatting errors and reinsuring consistency between the template forms.

This item was brought to the October 1, 2018 JIM at which time the Council and Board continued the item to allow for staff to address additional questions. While staff did not make changes to the restrictions based upon the questions raised, staff did make the following final changes:

- Added Revocation language to all restrictions.
- Removed restriction termination language in the event of a foreclosure in Affordable ownership and Workforce ownership restrictions.

Updates since November 5, 2018 JIM

This item was brought to the November 5, 2018 JIM at which time the Council and Board continued the item to allow for staff to address three key issues:

Key Issue #1:

Revocation language: Based on advice from Brent Cohen, the bankruptcy attorney that was hired to give advice on the restriction templates, language was added allowing the Town or County, in the case of default, to revoke or seek revocation of a development permit or any other authorization of development, use or occupancy of the Residential Unit at issue. The attorney for First Interstate Bank, Brenda Wylie, reviewed FNMA Guidelines, and sent a memo responding to the restriction templates. In her memo, Ms. Wylie indicates that lenders may not provide lending on projects where the development permit can be revoked in the future due to actions of unrelated developers or third party affordable buyers. She suggests revoking the Certificate of Occupancy instead. Staff changed this language to say that the Housing Department can seek enforcement through the County or Town Land Development Regulations. This allows several options for enforcement including suspension or revocation depending on the situation. Ms. Wylie was fine with this solution.

Key Issue #2:

Historically, restrictions contained language that allowed restrictions to terminate in the case of a foreclosure where the home is sold at Sheriff's Sale. Based on advice from Brent Cohen, the language allowing the restrictions to terminate in the case of a foreclosure puts the restrictions at great risk of being terminated in the case of a bankruptcy. Any language allowing an outside entity to terminate the restrictions for any cause, would give a court reason to allow the restriction to be terminated in other cases such as bankruptcy.

Staff reached out to the following local lenders: Bank of Jackson Hole, Guaranteed Rate, Guild Mortgage, First Interstate Bank, Meridian Trust, Rocky Mountain Bank, and Wells Fargo Bank. All of these lenders indicated that the risk for lenders is lower if the restrictions terminate in the event of a foreclosure. However, they would still be able to lend with at least 3.5% down payment (which is required by the Housing Department) and a monthly private mortgage insurance (PMI) payment. The interest rate would also be 1/4 % higher. If a borrower has a 20% down payment, they would not be required to pay for PMI, and PMI is less costly as down payments increase. PMI

can be removed once the Loan to Value reaches 80%. Ms. Wylie's memo supports this as well. Loans on market homes also require 20% down or PMI so this is common practice.

Two of the lenders responded with some loan scenarios providing examples of what this would look like. (Monthly payment includes taxes, insurance, and HOA dues. Based on the information provided by the banks and an online resource to calculate PMI and mortgage payments, staff calculated some additional scenarios.

Ms. Wylie also noted in her memo that FNMA will not allow resale restrictions to survive foreclosures on ground leased properties. The Housing Authority owns the land in 4 affordable housing developments consisting of 70 units. There are 324 deed restricted ownership units. The item being considered today is deed restriction templates, not ground leases. Brent Cohen has indicated that when the Housing Authority owns the land, there is less risk involved. Staff has not researched Ground Lease language and is not proposing any changes to Ground Leases at this time. Ground Leases will be considered at a later date.

Risk Analysis:
Thankfully, the Housing Department has never lost a unit to bankruptcy. There is always the potential that we could, and as we get more and more restricted units, the probability that it will happen rises. If only one unit is lost from the program, the cost to the taxpayers to replace it is a subsidy of approximately $250,000 plus or minus depending on the income range classification of the unit. This figure is substantial and rises with the cost of construction. Another factor is the recent update to the Housing Rules and Regulations that changed the method of appreciation on restricted units. They were formerly appreciating at 2.5% per year and did not depreciate. Now they appreciate or depreciate with CPI. This could potentially have an effect on the number of bankruptcies if there is a downturn in the economy.

Key Issue #3:
The Council and Commission had questions about the definition of safe, decent, sanitary housing. It was suggested that Wyoming or Federal law should be referenced in the restriction.

Wyoming Statute:
WY Stat § 1-21-1203. Owner's duties; notice by renter of noncompliance; duty to correct; exceptions; termination of rental agreement; liability limited.
(a) To protect the physical health and safety of the renter, each owner shall:

(i) Not rent the residential rental unit unless it is reasonably safe, sanitary and fit for human occupancy;

(ii) Maintain common areas of the residential rental unit in a sanitary and reasonably safe condition;

(iii) Maintain electrical systems, plumbing, heating and hot and cold water; and

(iv) Maintain other appliances and facilities as specifically contracted in the rental agreement.

Federal Law Definition:
25 CFR 700.55

(a) General. The term decent, safe, and sanitary dwelling means a dwelling which –

(1) Meets applicable federal, state and local housing occupancy codes; including but not limited to the Uniform Building Code, National Electrical Code, ICBO Plumbing Code, the Uniform Mechanical Code, HUD Minimum Property Standards, and HUD Mobile Home Construction and Safety Standards (24 CFR part 4080)

(2) Is structurally sound, clean, weathertight and in good repair and has adequate living space and number of rooms.

(3) Has an adequate and safe electrical wiring system for lighting and other electrical services where economically feasible.

(4) Meets the requirements of the HUD lead-based paint regulations (24 CFR part 42) issued under the Lead-Based Paint Poisoning Prevention Act.

(5) In the case of a physically handicapped person, is free of any architectural barriers. To the extent that standards prescribed by the American National Standards Institute, Inc., in publication ANSI A117.1-1961 (R 1971), are pertinent, this provision will be considered met if it meets those standards;

(6) Has heating as required by climatic conditions;

(7) Has habitable sleeping area that is adequately ventilated and sufficient to accommodate the occupants;

(8) Has a separate well-lighted and ventilated bathroom, affording privacy to the user, that contains a sink and bathtub or shower stall, properly connected to hot and cold water, and a flush toilet, all in good working order and properly connected to a sewage drainage system; and

(9) In the case of new construction or modular housing, complies with the energy performance standards for new buildings set forth by the U.S. Department of Energy.

(10) The Commission may waive paragraph (a) (3) or (8) of this section on a case-by-case basis if it is determined that it is in the best interest of the individual relocate to do so.

Audrey Cohen Davis expressed concerns about referring to the Federal law in the restriction. Federal law has more stringent requirements than our state and local codes, and this would require anyone building restricted units to comply. She also affirmed that the restrictions are already covered by Wyoming State Law.

Staff reached out to Kelly Sluder, the Town Building Official and to Sarah Budge, Environmental Health Supervisor for Teton County Public Health. Each was asked to weigh in on this subject. Kelly Sluder suggested that we define for ourselves "safe decent and sanitary", and that we add #2 from Federal Law to the definition along with a phrase referring to meeting local building codes in place at the time of construction. Sarah Budge explained that Public Health uses State Law to define safe, decent sanitary. She indicated that it is okay if it is a little vague because you can't foresee every issue that could arise. Public Health makes decisions about safe and sanitary at their discretion.

Staff has created the following definition of safe, decent, and sanitary housing, but did not make the change to the restrictions (see Staff Recommendations below):

> Safe, decent, sanitary housing means that housing units must be kept in a habitable state fit for human occupancy to protect the physical health and safety of the renter. Landlords must:
>
> a. Maintain common areas of the residential unit in a sanitary and reasonably safe condition.
> b. Maintain electrical systems, gas systems, plumbing, heating and hot and cold water and keep them in working order.
> c. Unit must be structurally sound, clean, weathertight, in good repair, and meet local building codes in place at time of construction or as required for a change of use, if applicable.
> d. Maintain other appliances and facilities as specifically contracted in the rental agreement.

Other Changes:

Language was previously changed to require that the Housing Department be paid proceeds upon a sale after a foreclosure if the restrictions survive a foreclosure. According to Brenda Wylie, FNMA will not lend unless this language is changed if the restriction survives foreclosure. Thus, staff made a change defining the Housing Department as a Qualified Mortgagee. If any funds are extended to an owner in order to save a unit from foreclosure, this provides the Housing Department a way to get the funds back. Also, if the restrictions survive foreclosure, any lender will be required to follow the Restrictions and Housing Rules and Regulations when they sell the home. Maintenance and repairs will be required to be done by the lender/seller through the resale process so this is not a concern as long as the restrictions survive foreclosure. Both of these changes address Ms. Wylie's concerns set forth in her memo.

In the case where the Housing Authority purchases a unit, language was added to provide that there is a 90 day deadline for the Housing Department to exercise its option to purchase upon receiving notice from a lender that the borrower is in default of the loan. According to Brenda Wylie, this is a FNMA requirement and they will not lend otherwise. This change also addresses Ms. Wylie's final concern.

A clarification was made to the Affordable rental restrictions better explaining the manner that rents are calculated. Language was also added clarifying that addresses where notices can be sent can be changed in the case of new owners or management.

Lea Colasuonno addressed the Joint Board regarding potential bankruptcy with deed restricted units.

Councilman Stanford arrived at 3:10pm.

Chair Newcomb recognized that 2 emails were received today from Patti Patterson.

Discussion among the Joint Board and staff included assessing risk of under chapters 7 and 13 for bankruptcy, endangering housing stock if looking outside our financial institutions, qualified lender list, recourse if notice is not sent/missing, selling loans, risk of collusion, PMI and math behind qualifying for an affordable housing, structure a qualified mortgage that the final buyer would hold, foreclosures in our program, process in conveying deed restrictions to potential buyers/owners, foreclosure/bankruptcy restrictions are out of the templates, no problems financing units in Vail, process reviewing deed restrictions when potential buyer is chosen, financial institutions knowledge of our deed restrictions, how quickly can restrictions be amended if needed, easier to amend to less restrictive.

Public comment was given by Patti Patterson – First Interstate Bank.

Discussion between the Joint Board and staff included foreclosure on attainable lots – recouped funds on one unit. It was asked to divide the rental workforce housing out of the motion and have two motions. The three key issues were discussed and straw polled.

On behalf of the County, a motion was made by Natalia Macker and seconded by Paul Vogelheim to approve the standard Affordable Ownership, Restated Affordable Ownership, Affordable Rental, Workforce Ownership, and Restated Workforce Ownership, restrictions as presented. The motion was withdrawn by Natalia Macker and approved by the second Paul Vogelheim.

On behalf of the County, a motion was made by Greg Epstein and seconded by Smokey Rhea to approve the standard Affordable Ownership, Restated Affordable Ownership, Workforce Ownership, and Restated Workforce Ownership restrictions with the default remedies added back in and the deed termination clause reinstated. Chair Newcomb called for the vote. The vote showed 3-2 in favor with Commissioners Macker and Vogelheim opposed and the motion carried on behalf of the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the standard Affordable Ownership, Restated Affordable Ownership, Workforce Ownership, Restated Workforce Ownership, and Workforce Rental restrictions with the default remedies added back in and the deed termination clause reinstated. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried on behalf of the Town.

On behalf of the County, a motion was made by Greg Epstein and seconded by Smokey Rhea to approve the standard Affordable Rental and Workforce Rental restrictions as presented. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried on behalf of the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to approve the standard Affordable Rental and Workforce Rental restrictions as presented. Mayor Muldoon called for the vote. The vote showed 3-2 in favor with Councilman Lenz and Frank opposed and the motion carried on behalf of the Town.

B. Redmond Street Rentals Amendment.

On behalf of the County, a motion was made by Greg Epstein and seconded by Smokey Rhea to continue this item to a special JIM to the first available date in December. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried on behalf of the County.

On behalf of the Town, a motion was made by Bob Lenz and seconded by Don Frank to continue this item to a special JIM to the first available date in December. Mayor Muldoon called for the vote. The vote showed all in favor with and the motion carried on behalf of the Town.

The special JIM meeting was set for December 20, 2018 at 1:30pm.

C. Countywide Water Quality.

John Culbertson, Friends of Fish Creek, addressed the Joint Board and gave a presentation on Solving Nutrient Pollution in Jackson Hole.

Friends of Fish Creek was formed about 4 years ago to deal with the nutrient pollution problems on the West Bank. Roughly a year ago it was realized that the problems faced on the West Bank are also found throughout Teton County so we changed our focus to encompass nutrient pollution in the entire County. We also have teamed up with Trout Unlimited (TU), Teton Conservation District (TCD), and the Snake River fund to form the Jackson Hole Clean Water Coalition.

How do we know that we have a significant nutrient pollution problem? Well, there are all sorts of sophisticated tests and studies that have been carried out by TCD, Dan Leemon, the Executive Director of Friends of Fish Creek, and others over the last few years that clearly demonstrate this to the scientists but those studies tend to be a bit hard to understand for the rest of us. Look at the algae levels that are seen in the streams and creeks on both the west side and the east side of the Snake. Algae like this can only be caused by excessive nutrients entering the ground and surface waters. In fact, it was this growing algae problem that gave rise to the formation of FOFC. Old timers tell us that, 25 years ago, there was very little algae and that's about when, we believe, the problems started. Mr. Culbertson also spends a lot of time in back country streams and knows what algae free streams look like. So, there is no question, that there is a big nutrient problem.

Why does this have to been addressed urgently and aggressively?
Nutrient pollution can threaten our drinking water. Nitrate levels of 10 PPM are dangerous to the very young and older folks. There is no indication yet in the West Bank that any well water is testing at these levels as most of our wells are down deep in the lower aquifer. However, there are some shallower wells in Wilson that should be tested. Everyone is aware of what's going on down in Hoback Junction. This is exactly what we are referring to. The other problem is the algae and excessive plant growth fueled by the nutrients. When this gets bad enough it can harm both our aquatic insect life and trout spawning habitat. The tributaries and spring creeks around Jackson Hole provided most of the spawning habitat in our area. Under certain conditions, "Harmful Algal Blooms" can occur, which produce toxins and other irritants which pose a risk to humans, pets, wildlife, livestock and aquatic life. With some localized exceptions, the County is not at crisis levels yet, but this problem needs to be solved well before it gets anywhere near a crisis.

We believe that the largest three contributors to this problem are septic systems, residential lawn fertilizer and livestock(cattle and horses). We don't have time today to get into how we arrived at these conclusions other than to say the following: Many of you may know that the USGS did a study that estimated pounds of nitrogen by source on the West Bank, and you may have seen some numbers from that study. What the study did not do was tell us how much of the nitrogen from each source ends up in our water. The difference being, of course, environmental uptake by plants. This required us to make some educated guesses about each source to arrive at our top three. The truth is that we will never know exactly how much is coming from each source so our approach is to try and reduce each source by as much as practically is possible.

1. Residential Landscape Fertilizer: It is estimated that many homes receive more than 10 times the amount of nitrogen they actually need for a healthy and attractive lawn. This extra nitrogen flows right into our water. Our plan to reduce this impact:
    a. Switch to slow release organic or chemical fertilizer.
    b. Apply at a rate of only 2 lb.'s of nitrogen per 1,000 square feet of lawn per season
    c. Mow higher
    d. Water less
    e. Let buffers grow anywhere maintained lawn meets a water body: 20 feet is best but 5 feet will do

2. Livestock: We are just started to get going on this source so don't have anything to offer up at this point. We do know that there is a tremendous body of existing knowledge about how to minimize the impact of livestock on nutrient pollutions in sensitive watersheds. We are just now beginning to dig into that working closely for now just with the Snake River Ranch.

3. Septic Systems: We have done a tremendous amount of work in this area leading us to a major conclusion. Septic systems can do a great job of removing most of the harmful compounds that enter the system. However, even the best systems, do not remove much nitrogen; they are just not designed to do that, which means most of the nitrogen leaves the system through the leach field pipes. And on our valley floor that means most of that nitrogen flows directly into the groundwater. We believe that this is a significant contributor to our nitrogen pollution problem. And while not our highest

priority, even septic systems at locations above the valley floor can have impacts on water quality and human health so we will want to make sure that those are functioning properly and well maintained. Currently they are no regulations requiring inspection or maintenance of any existing septic system.

There are very simple technical solutions to these problems.

- The first is to hook most of the valley floor septic systems to a sewer line that sends raw sewage down to a state-of-the-art treatment facility.
- For those valley floor homes that are impractical to hook up to a sewer line a site specific wastewater management plan will need to be developed for each of these residences.
- This will likely include some type of "advanced treatment system" with required regular maintenance and inspections.
- It is possible that several homes located close together may be able share a treatment facility.
- For all remaining septic systems above the valley floor we will need to establish a process that starts with an inspection, a requirement to repair or replace the system if warranted and then regular inspections and maintenance going forward

Accomplishing all of this will be a monumental task. We believe that a single, dedicated, organization is needed to manage this process. This organization will be tasked with the following:

1. Determine what staff is needed, identify and hire.
2. Expand sewer lines throughout Teton County as far as they practically can go.
3. Hook up as many valley floor septic systems as possible to sewer lines.
4. Insure that the existing "Town Plant" has sufficient capacity to handle all of the added demand
5. Upgrade the quality of the Town Plant to a level that the community supports.
6. Develop a septic inspection and maintenance program for homes that are not hooked up to a sewer line.
7. Secure capital and plan for annual operating income to cover costs
    a. Capital
        i. Maximize capital grants from State and Federal sources
        ii. SPET
        iii. Other local capital grants
        iv. Municipal bond offering
    b. Annual Expenses
        i. Contribution from town/county budgets
        ii. Contribution from lodging tax
        iii. User fees
            a) Monthly sewer fees
            b) Monthly septic maintenance fees

One option to consider for this single organization is to form a Joint Powers Board (JPB). Other communities have used a Joint Powers Board, as provided in state statutes(16-1-101 through 110), to govern/administer public utilities that benefit the utility users of more than one governmental entity. The JPB would manage wastewater for all of Teton County. Individual Wastewater Management Districts (WWMD), which could be municipalities, Sewer Districts or Improvement and Service Districts, would be formed to cover the various different areas with in Teton County and would become participating agencies to the JPB.

Matters from Council, Commissioners and Staff.

Executive Session. There was no executive session held today.

Adjourn. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to adjourn. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Hailey Morton Levison and seconded by Bob Lenz to adjourn to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with

Wyoming Statute 16-4-405(a)(iii). Executive Session to be held at Town Hall. The vote showed all in favor and the motion carried.

The meeting adjourned at 5:00 p.m.

TETON COUNTY

_____
Mark Newcomb, Chair

ATTEST:

_____
Sherry L. Daigle, County Clerk

minutes:sdf

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

DECEMBER 19, 2018 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction with the Teton County Commission in the County Chambers located at 200 S. Willow at 9:05am. The Special meeting was held to interview, deliberate, and appoint members to the following joint boards: Jackson/Teton County Advisory Affordable Housing Supply Board, Parks & Recreation Board, START Board, Jackson Hole Airport Board, and the Pathways Taskforce. Upon roll call the following were present:

TOWN COUNCIL: Pete Muldoon Mayor, Hailey Morton Levinson, Bob Lenz, and Jim Stanford (arrived at 9:08am). Don Frank was absent.

COUNTY COMMISSION: Mark Newcomb Chair, Natalia Macker Vice Chair, Greg Epstein, Paul Vogelheim, and Smokey Rhea.

The following candidates were interviewed for the Jackson/Teton County (JTC) Advisory Affordable Housing Board:

Matt Faupel, Jeff Collins, Dennis Callaghan, and Zach Padilla

The following candidates were interviewed for the Parks & Recreation Board:

Matthew Meiring, Travis Samulski, Geneva Chong, and Erik Dombroski

The meeting was recessed at 10:30am and reconvened at 10:46am.

The following candidates were interviewed for the Parks & Recreation Board:

Elena Oxford (no show) and Thomas Grisell

The following candidates were interviewed for the START Board:

Cathy Kehr, Richard Aurelio, Geoff Gottlieb, and Wes Gardner

Executive Session.

At 11:55am and on behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Lenz to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

TOWN COUNCIL: Pete Muldoon Mayor, Jim Stanford Vice-Mayor, Bob Lenz, and Hailey Morton Levinson.

COUNTY COMMISSION: Mark Newcomb Chair, Natalia Macker Vice Chair, Paul Vogelheim, Greg Epstein, and Smokey Rhea.

STAFF: Shelley Fairbanks

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to adjourn from executive session. Chair Newcomb called for the vote.

The vote showed all in favor and the motion carried. Mayor Pete Muldoon adjourned the Town's executive session at 12:05pm.

Appointments.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Vogelheim to appoint Matt Faupel and Jeff Collins and Dennis Callaghan to the Jackson/Teton County Advisory Affordable Housing Supply Board for full 3-year terms expiring December 31, 2021. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Stanford to appoint Matt Faupel and Jeff Collins and Dennis Callaghan to the Jackson/Teton County Advisory Affordable Housing Supply Board for full 3-year terms expiring December 31, 2021. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to appoint Geneva Chong to the Parks and Recreation Board for a full 3-year term expiring December 31, 2021 and Travis Samulski to fulfill an unexpired term ending December 31, 2019. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Lenz to a appoint Geneva Chong to the Parks and Recreation Board for a full 3-year term expiring December 31, 2021 and Travis Samulski to fulfill an unexpired term ending December 31, 2019. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Vogelheim to appoint Cathy Kehr and Wes Gardner to the START Board for full 3-year terms expiring December 31, 2021. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Lenz to appoint Cathy Kehr and Wes Gardner to the START Board for full 3-year terms expiring December 31, 2021. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

The meeting was recessed for lunch at 12:08pm and reconvened at 1:25pm.

The following candidates were interviewed for the Pathways Taskforce:

Andi Gordon

The following candidates were interviewed for the Jackson Hole Airport Board:

Frank Lane, Bob McLaurin, Greg Herrick, Alex Muromcew, George Bailey, Mark Roche, Peter Stalker, and David NeVille

Chairman Newcomb left the meeting at 2:42pm.

Executive Session.

At 2:53pm and on behalf of the County, a motion was made by Commissioner Rhea and seconded by Commissioner Vogelheim to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Vice-Chair Macker called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Lenz to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

TOWN COUNCIL: Pete Muldoon Mayor, Jim Stanford Vice-Mayor, Bob Lenz, and Hailey Morton Levinson.

COUNTY COMMISSION: Natalia Macker Vice Chair, Paul Vogelheim, Greg Epstein, and Smokey Rhea.

STAFF: Shelley Fairbanks

On behalf of the County, a motion was made by Commissioner Vogelheim and seconded by Commissioner Epstein to adjourn from executive session. Vice-Chair Macker called for the vote. The vote showed all in favor and the motion carried.

The meeting was recessed at 3:19pm and reconvened at 3:25pm.

The following candidates were interviewed for the Pathways Taskforce:

John Osborne and Kendall McCune

Executive Session.

At 3:48pm and on behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Rhea to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Vice-Chair Macker called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Lenz and seconded by Councilman Stanford to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

TOWN COUNCIL: Pete Muldoon Mayor, Jim Stanford Vice-Mayor, and Bob Lenz.

COUNTY COMMISSION: Natalia Macker Vice Chair, Paul Vogelheim, Greg Epstein, and Smokey Rhea.

STAFF: Shelley Fairbanks

On behalf of the County, a motion was made by Commissioner Vogelheim and seconded by Commissioner Epstein to adjourn from executive session. Vice-Chair Macker called for the vote. The vote showed all in favor and the motion carried.

The executive session was adjourned at 3:54pm and no action was taken.

Appointment.

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Commissioner Vogelheim to appoint Andi Gordon and Kendall McCune to full 3-year terms on the Pathways Taskforce expiring January 31, 2022. Vice-Chair Macker called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Stanford to appoint Andi Gordon and Kendall McCune to full 3-year terms on the Pathways Taskforce expiring January 31, 2022. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn.

On behalf of the County, a motion was made by Commissioner Vogelheim and seconded by Commissioner Epstein to adjourn the meeting. Vice-Chair Macker called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Lenz and seconded by Councilman Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 3:59pm.

TETON COUNTY

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ATTEST: Mark Newcomb, Chair

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Sherry L. Daigle, County Clerk

minutes:sdf

JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

December 20, 2018 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction the Teton County Commission in a regular joint information session in the Commissioners Chambers located at 200 S. Willow Street at 12:35 P.M. Upon roll call the following were found to be present:

Chair & Commissioners:	Mark Newcomb, Natalia Macker, Paul Vogelheim, and Greg Epstein. Smokey Rhea was absent.
Mayor & Council:	Mayor Pete Muldoon, Bob Lenz, Don Frank, Hailey Morton Levinson, and Jim Stanford.
Staff:	Larry Pardee, April Norton, Kelly Thompson, Roxanne Robinson, Keith Gingery, Audrey Cohen-Davis, Alyssa Watkins and Shelley Fairbanks.

Chair Newcomb honored outgoing Town Councilman Bob Lenz and Town Councilman Don Frank.

Executive Session.

At 12:36pm and on behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Vogelheim to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Lenz to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

TOWN COUNCIL: Pete Muldoon Mayor, Jim Stanford Vice-Mayor, Bob Lenz, Don Frank, and Hailey Morton Levinson.

COUNTY COMMISSION: Mark Newcomb Chair, Natalia Macker Vice Chair, Paul Vogelheim, and Greg Epstein.

STAFF: Shelley Fairbanks

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to adjourn from executive session. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried. Mayor Pete Muldoon adjourned the Town's executive session at 1:10pm.

II. Discussion/Action Items.

Mayor Muldoon recused himself from the following item and left the meeting at 1:12pm.

A. Redmond Street Rentals Amendment.

April Norton, Housing Director, presented to the Joint Board for consideration of approval an Addendum to the ground leases for Redmond Street Rentals for the purposes of 1) stating the current Project Percentages for each entity at this time, 2) clarifying how future contributions will count toward the Project Percentage calculation in the future, and 3) determining how to handle an annual surplus or deficit.

Redmond Street Rentals (RSR) is a 28-unit affordable rental housing project, developed by the Jackson Hole Community Housing Trust (Housing Trust). Tenants moved into their units in August 2018.

RSR began in 2013 when the Town of Jackson paid $1.65M to purchase two parcels (Lots 3 & 4) and received three (3) revolving rights of purchase or rent form the Housing Trust. This is set forth in the "Agreement with the Town of Jackson Regarding Redmond Street Rental Project". At that

time, the project consisted of 12 rental units to be constructed on the Town-owned property (Lots 3 & 4). It is not the result of an RFP process like what the Housing Department is utilizing today.

In 2013 and 2015, the Housing Trust purchased two adjacent parcels (Lots 1 & 6) to add to the project. Together, the four parcels consist of 1.29 acres. With the additional land, the project grew from 12 rental units to 28 rental units.

In early 2017, the Town of Jackson provided an additional $2.1M in general funds for the project and the Jackson Teton County Housing Authority (JTCHA) provided $1.95M in SPET funds. In consideration of the allocation of these funds to the project:

- The Housing Trust conveyed Lots 1 and 6 exclusive of any improvements (the improvements are owned by the Housing Trust) to the Housing Authority and the Town, respectively; and
- The Housing Trust assumed sole responsibility for the development and construction of the project; and
- The Housing Trust assumed sole responsibility for the financing of the Redmond Street Rental Project; and
- The Housing Trust assumed sole responsibility for the management of rental operations, including securing tenants, maintenance, budgeting, insurance and enforcement, for so long as the Trust is the guarantor of the third-party financing required for the project; and
- Once the leasehold mortgage on the project is satisfied in full (it has a term of 25 years), the Town and JTCHA will receive an annual land lease payment as described in Section 2.3(b) of the Ground Leases (the "Ground Lease Fee"). The amount of the payment is based on each party's "Project Percentage" as such term is defined in the Ground Leases.

The Town, JTCHA, and Housing Trust agreed to share the rental revenues based on each party's pro rata portion once the Housing Trust retired the debt. The Housing Trust is the sole owner of Redmond Street Rentals, LLC (RSR LLC).

Now that the project development is complete, the parties to the ground leases desire to memorialize the initial Project Percentage for each entity. The parties also desire to memorialize their agreement regarding contributions, surpluses, and deficits.

The version of the Addendum that is attached to this staff report has been reviewed by the Housing Trust board already and they agree to its terms. Should the Town Council (Council) or Board of County Commissioners (Board) make changes to the Addendum, it will need to also receive approval from the Housing Trust board prior to execution.

Key Issue One: Determining Current Project Percentage

According to the ground leases executed by each party, the pro rata portion of net rents will be calculated by multiplying the net rents by the entity's Project Percentage. The ground lease provides as follows:

The "Project Percentage" shall mean the percentage that results from the following fraction: (a) the numerator will be the total amount that a party has contributed to the RSR Project subsequent to this agreement, and (b) the denominator will be the total amount of all financial contributions made by the Town, Housing Authority, and Housing Trust to the project. For the purpose of calculating the numerator and the denominator, the $1,650,000 paid by the Town for purposes of purchasing Lots 3 and 4 and obtaining three rights of first purchase or rental, is excluded. If additional monies are contributed to the project at any time by the Town, the Housing Authority or the JHCHT (for example if additional monies are contributed for the purpose of paying down any loan on the property), the numerator and denominator in the above calculation will be adjusted accordingly, thereby adjusting each party's Project Percentage.

Based on a memo received November 19, 2018, the Housing Trust states it has raised $2,389,284 in funds restricted for the planning and construction of RSR and $905,000 in funds generated from the sale of three 15-year leases for a total contribution of $3,467,617. They have $173,333 in pledges for the project, but these have not yet been contributed to the project and will not be counted towards the Project Percentage.

Summary of the three leases sold by the Housing Trust:

1) TC Library Foundation pre-paid for a unit for a Library employee. The Library will set the rental rate for the tenant; RSR LLC, as administrator of the sublease agreement with the Tenant, will withhold funds from gross rents to cover management and maintenance costs (adjusted on an annual basis). The net rental revenue will be returned to the Library Foundation. This lease agreement includes an obligation of the Housing Trust (not the RSR, LLC) to repay rent not yet received by the Library Foundation if the lease terminates prior to the 15-year term. This performance obligation will be carried in the footnotes of the Housing Trust's financial statements as a contingent liability.
2) A donor made a gift directly to the Housing Trust to pre-pay for a unit for a local artist. The donor specified that net rents should be directed to the Center of Wonder. Center of Wonder will set the rental rate for the tenant. RSR will withhold funds from gross rents to cover management and maintenance costs (adjusted on an annual basis). The net rental revenue will be returned to the Center of Wonder. There is no contingent liability associated with this lease.
3) Teton County Sheriff's Auxiliary pre-paid for a unit for Sheriff's employee. The TCSA will set the rental rate for the tenant. RSR will withhold funds from gross rents to cover management and maintenance costs (adjusted on an annual basis). The net rental revenue will be returned to the TCSA. There is no contingent liability associated with this lease.

The central issue surrounding these three leases is whether they should be characterized as "contributions" for the purpose of determining Project Percentages. The Town Finance Director has shared that the transactions are not by definition a "prepaid lease", that occurs when an entity recognizes revenue over a lease term. The management and maintenance costs retained by RSR is considered a prepaid lease/deferred revenue. The remaining funds are returned to the original payer, which makes this money a cash advance/lease deposit.

The reason to count the three leases is that the $905,000 generated from the sale of the leases was contributed by RSR to the project and was essential to the development and construction of the project. The Housing Trust is obligated under the ground leases to service the long-term note, which is anticipated to take 25 years, and maintain and manage the short-term needs and long-term reserves of the project. The Town and JTCHA will not begin receiving (or paying) their Project Percentage until the long-term loan is paid. The leases will terminate prior to the Trust retiring the debt, so the rent revenue that is not generated on an annual basis because of the prepayment is part of the RSR annual budget for the first 15 years and is therefore a risk the Trust is assuming because they are solely responsible for annual budget deficits prior to retiring the long term debt (see key issue 3).

On the other hand, the money generated by the leases will only partially stay with the project in the form of the management and maintenance coverage. The money generated from the leases is essentially a financing tool that enabled the project to get built, but that should not be counted toward the Project Percentage for the Housing Trust just like the long-term note is not being counted toward the Project Percentage for the Housing Trust.

Options going forward are to a) count all prepaid leases as part of the Housing Trust's Project Percentage, b) count none of the prepaid leases as part of the Housing Trust's Project Percentage, c) count the Sheriff's Auxiliary and Center of Wonder leases as part of the Project Percentage now and to count the Library Foundation lease once the performance obligation is fulfilled, or d) count the money saved (interest payments) by receiving the rent revenue up front as part of the Project Percentage, but not to count all funds generated by the prepayments.

Key Issue Two: How future contributions will count toward Project Percentages

The executed ground leases state that if additional monies are contributed to the RSR Project at any time by the Town, Housing Authority, or Housing Trust (for example if additional monies are contributed for the purpose of paying down any loan on the properties), the numerator and denominator will be adjusted accordingly, thereby adjusting each party's Project Percentage.

The Ground Lease is not specific about what happens if an entity provides money for a capital project or debt acceleration and how the three entities go about agreeing on and calculating Project Percentages. Staff and the Housing Trust have agreed, and the addendum attached reflects, that all three entities must agree to Project Percentage credits in the future, whether it be for a capital project that was not anticipated or debt acceleration. Requiring all three entities to agree limits any one entity's ability to acquire a larger Project Percentage without acknowledgement and approval of the other two partners.

Key Issue Three: Handling of annual surplus or deficit?
The annual surplus or deficit generated by the project will vary over time.

The Housing Trust is the sole owner of Redmond Street Rentals LLC (RSR LLC). If RSR LLC experiences an operational deficit, staff recommends and the Housing Trust has agreed, that any money provided by the Housing Trust to cover this deficit should not be counted toward their Project Percentage unless the expense arises from a revision to RSR's management obligations mandated by the Town and JTCHA. An example of this might be a change in reporting requirements from an annual report to a monthly report. If the Town or JTCHA contribute to the payment of operational expenses that amount may be included as part of the Project Percentage calculation. This is reflected in the attached Addendum.

If RSR LLC experiences a surplus once all reserves are funded, staff recommends and the Housing Trust has agreed, that the Housing Trust as sole owner of the LLC can choose to withdraw the surplus to utilize for their own purposes without any adjustment to their Project Percentage. This is reflected in the attached Addendum.

Topics of discussion between the Joint Board, staff, and Brett Linsenmann included 2 percentage points difference between the three options, will not come into play for 25 years from now, annual report from Housing Trust includes financial information, date public funds were delivered to be utilized for this project, date agreement was signed, move in date of August 2018, language in ground lease and what it means, why this a policy decision, disputes and they are to be resolved, Housing Director recommendation and how to proceed (Option B), performance obligation-leases sold, Library Foundation's master lease, what "contributions" and "pre-paid lease" means in the lease, Rocky Mountain Bank (RMB) loan, total cost of project includes loan from RMB and pre-paid leases, BCC is not a party of this project – only Town of Jackson and Housing Authority are the parties, BCC will affirm the action of the Housing Authority along with the Town of Jackson, Addendum as written is Option B.

Anne Cresswell, Executive Director of Jackson Hole Community Housing Trust, addressed the Joint Board regarding the pre-paid leases, obligations with gap accounting.

Public comment was given by Bill Hoagland.

Discussion among the Board included selling of leases to non-profits, partnerships of equity share, percentages, future contributions, rental incomes in excess of expenses, important components of the addendum include surpluses, deficits and future contributions that are not specified in the ground leases, have Town take the lead with a motion, contributions were not as up front at the beginning of process as they should have been, and make things clear at the onset.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve the Addendum to the Ground Lease for Redmond Street Rentals as presented. Vice-Mayor Stanford called for the vote. The vote showed 4-0 in favor with the Mayor recused and the motion carried on behalf of the Town.

On behalf of the County, a motion was made by Greg Epstein and seconded by Paul Vogelheim to approve the Addendum to the Ground Lease for Redmond Street Rentals as presented. Chair Newcomb called for the vote. The vote showed 4-0 in favor and the motion carried on behalf of the County.

Adjourn. On behalf of the County, a motion was made by Natalia Macker and seconded by Greg Epstein to adjourn. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Hailey Morton Levison and seconded by Bob Lenz to adjourn. Vice-Mayor Stanford called for the vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 2:43pm.

TETON COUNTY

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Mark Newcomb, Chair

ATTEST:

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Sherry L. Daigle, County Clerk

minutes:sdf

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

DECEMBER 31, 2018 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction with the Teton County Commission in the County Chambers located at 200 S. Willow at 10:32am. The Special meeting was held to interview, deliberate, and appoint members to the following joint board: Jackson Hole Airport Board. Upon roll call the following were present:

TOWN COUNCIL: Pete Muldoon Mayor, Bob Lenz, Don Frank, and Jim Stanford. Hailey Morton Levinson was absent.

COUNTY COMMISSION: Mark Newcomb Chair, Natalia Macker Vice Chair, Greg Epstein, Paul Vogelheim, and Smokey Rhea.

The following candidates were re-interviewed for the Jackson Hole Airport Board:

Peter Stalker and Bob McLaurin

Executive Session.

At 11:10am and on behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Vogelheim to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Lenz and seconded by Councilman Frank to enter executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public official to a volunteer board. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

TOWN COUNCIL: Pete Muldoon Mayor, Jim Stanford Vice-Mayor, Bob Lenz, and Don Frank.

COUNTY COMMISSION: Mark Newcomb Chair, Natalia Macker Vice-Chair, Paul Vogelheim, Greg Epstein, and Smokey Rhea.

STAFF: Shelley Fairbanks

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to adjourn from executive session. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried. The executive session adjourned at 11:42am. No action was taken.

Appointment.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Vogelheim to appoint Bob McLaurin to the Jackson Hole Airport Board for a full 5-year term expiring January 31, 2024. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Lenz and seconded by Councilman Frank to appoint Bob McLaurin to the Jackson Hole Airport Board for a full 5-year term expiring January 31, 2024. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn.

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

On behalf of the Town, a motion was made by Councilman Stanford and seconded by Councilman Lenz to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 11:44am.

TETON COUNTY

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ATTEST: Mark Newcomb, Chair

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Sherry L. Daigle, County Clerk

minutes:sdf

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

JANUARY 29, 2019 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction with the Teton County Commission in a special joint information meeting located in the Council Chambers located at Town Hall, 150 East Pearl at 3:03 P.M. Upon roll call the following were present:

TOWN COUNCIL: Mayor Pete Muldoon, Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.
COUNTY COMMISSIONERS: Chair Natalia Macker, Greg Epstein, Mark Newcomb, Mark Barron, and Luther Propst.
STAFF: Larry Pardee, Audrey Cohen Davis, Lea Colasuonno, Tyler Sinclair, April Norton, Alyssa Watkins, and Sandy Birdyshaw.

Affordable Housing Project RFP for 440 West Kelly Avenue. April Norton made staff comment on how this project would fit in with other housing developments, housing and parking components, and requirements for streetscape and façade.

The Council and Commission held discussion with staff including resident and visitor parking, workforce restrictions, timeline, how proposals would be reviewed, providing for specific requests in the RFP, working with non-profits, and neighborhood outreach.

Public comment was given by Reverend David Bott of 470 West Kelly, Matt Faupel, Anna White of West Kelly Avenue, and Anne Creswell of the Teton Community Housing Trust.

Discussion continued on special restrictions, parking versus livability, and streetscape.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to finalize the Request for Proposals for 440 W. Kelly Avenue and to bring it to the Joint Information Meeting on February 4, 2019 for final approval based on the direction provided in this meeting and in the staff report. The vote showed all in favor and the motion carried on behalf of the Town Council.

A motion was made by Mark Newcomb and seconded by Greg Epstein to direct staff to finalize the Request for Proposals for 440 W. Kelly Avenue and to bring it to the Joint Information Meeting on February 4, 2019 for final approval based on the direction provided in this meeting and in the staff report. The vote showed all in favor and the motion carried on behalf of the County Commissioners.

Adjourn. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. The vote showed all in favor and the motion carried on behalf of the Town Council.

On behalf of the County, a motion was made by Mark Newcomb and seconded by Greg Epstein to adjourn the meeting. The vote showed all in favor and the motion carried on behalf of the County Commissioners. The meeting adjourned at 4:10 p.m.

TOWN OF JACKSON

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Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk
minutes:spb Published JH News & Guide: February 6, 2019

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: January 31, 2019
MEETING DATE: February 4, 2019

SUBMITTING DEPARTMENT: Affordable Housing
DEPARTMENT DIRECTOR: April Norton
PRESENTER: April Norton

SUBJECT: 4307 S. Sage Meadow Road – Purchase of a Sunset Clause

STATEMENT/PURPOSE

Consider the purchase of a unit with a sunset clause that expires in January 2020, removing the sunset thus permanently deed restricting the house, and selling the unit to a qualified household.

BACKGROUND/ALTERNATIVES

The owner of 4307 S. Sage Meadow Road requested an exception allowing her to rent her home for one year. The Housing Manager denied the request because she did not present an exigent circumstance as is required in the Housing Rules & Regulations.

Subsequent to that request, the owner met with Housing Department staff to discuss a way to move forward. She currently has a restriction on her unit that sunsets in January 2020 and has indicated that she would sell the unit to the Housing Authority for a reduced (free market) price.

The Housing Department hired Stephen Barclay with Rocky Mountain Appraisers to conduct an appraisal for the property. This appraisal estimates the market value of the home at $625,000. The appraisal cost $550.

Snapshot info:

- 2-bedroom, 1-bathroom Category Two (80-100% MFI) home purchased in January 2000 for $98,500.
- Current estimated value with restriction in place is $148,652.

If the Board and Council direct the Housing Authority Board to purchase the home, strip the sunset clause, place a new restriction on the unit, and then sell the unit to a qualified household, the following represents the maximum amount for which the Authority could sell the unit:

Income Range	Maximum Sales Price
0-50% MFI	$76,000
50-80% MFI	$164,850
80-120% MFI	$253,700
Workforce	No set price – would expect $400,000-$500,000 range

Staff Analysis

The key question for the Board and Council to consider relates to how much stripping a sunset clause is worth. If the unit does become a free market unit, the initial seller is likely to be a member of the workforce based on the price point and location of the unit. However, based on market trends, it becomes increasingly less likely that any subsequent buyer will be part of the workforce.

Today, if you assume $400 per square foot for hard + soft costs, the cost to build a 1,115 square-foot residence is approximately $446,000. At a sales price of $253,700 (max price for an 80-120% MFI 2-bedroom unit), the public subsidy would be approximately $200,000. If a Workforce Ownership restriction was placed on the unit, the public subsidy would be much lower – anywhere from $0 to $50,000.

So, if the unit is purchased for $575,000 and an 80-120% MFI restriction is recorded, then the public subsidy would be approximately $321,000.

If the unit is purchased for $575,000 and a Workforce Ownership restriction is recorded, then the public subsidy would be closer to $125,000 (assuming a restricted sales price of $450,000).

EXISTING POLICY DIRECTION – COMPREHENSIVE PLAN, HOUSING ACTION PLAN

Comprehensive Plan Policy:

- House at least 65% of the workforce locally. 5.1.a
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Strategy: 2C – Preserve existing workforce housing stock to avoid leakage.

ATTACHMENTS

No attachments.

FISCAL IMPACT

The appraisal for the unit was $550. Assuming a purchase price of $575,000 and a sales price of $450,000 the net public investment would be $125,550, plus staff time to complete the purchase and sale of the unit. The funds could be taken from the Housing Supply Program budget and then the sales proceeds returned to that account.

STAFF IMPACT

This transaction will require time from the Housing Sales Specialist, Housing Manager, and Housing Director. The County Attorney will assist with drafting legal documents required to complete the transaction. The County Clerk and Treasurer will also be required to assist in the purchase of the property.

STAKEHOLDER ANALYSIS

Stakeholders include Town and County tax payers, local working families, business owners, neighbors, and Ms. Barnes and her family.

LEGAL REVIEW

Reviewed by Audrey Cohen Davis and Keith Gingery.

RECOMMENDATION

The Housing Authority Board and Housing Supply Board both recommend the purchase of 4307 S. Sage Meadow Road for an amount not to exceed $575,00. Subsequent to that purchase, the Boards recommend that the Housing Department record a Workforce Ownership restriction on the unit and sell to a qualified household.

SUGGESTED MOTION

I move to recommend the purchase of 4307 S. Sage Meadow Road for an amount not to exceed $575,000. Subsequent to that purchase, I recommend that the Housing Department record a Workforce Ownership restriction on the unit and sell to a qualified household.

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: January 31, 2019
MEETING DATE: February 4, 2019

SUBMITTING DEPARTMENT: Affordable Housing
DEPARTMENT DIRECTOR: April Norton
PRESENTER: April Norton

SUBJECT: Request for Proposals to Develop Workforce/Affordable Housing at 440 W. Kelly Avenue

STATEMENT/PURPOSE

Consider the Request for Proposals to develop Workforce/Affordable housing at 440 W. Kelly Avenue.

BACKGROUND/ALTERNATIVES

On January 10, 2019 Teton County purchased 440 W. Kelly Avenue for $1,703,416.03. On January 23, 2019, the Town of Jackson reimbursed Teton County 45% of the purchase price, or $766,537.21. On February 19, 2019, the Board of County Commissioners (Board) will provide a Quitclaim deed to the Jackson Teton County Housing Authority (JTCHA). The property was purchased for the purpose of developing Workforce/Affordable housing.

On January 29, 2019 the Board and Town Council (Council) held a workshop to discuss the RFP and directed staff to bring a final draft of the RFP to them for consideration at the February 4, 2019 JIM. The Board and Council also directed staff to revise the RFP to include language that reflects LDR language related to nonprofit affordable housing developers.

Staff revised the Housing Program language to include this and the first paragraph of this section now states:

The housing component of the project may include any combination of Affordable Ownership and Workforce Ownership restricted units but must meet the minimum criteria defined in this RFP. Deed restrictions administered by the Jackson Hole Community Housing Trust or Habitat for Humanity of the Greater Teton Area will also be accepted. Short-term rental units will not be allowed.

EXISTING POLICY DIRECTION – COMPREHENSIVE PLAN, HOUSING ACTION PLAN

Comprehensive Plan Policy:

- Emphasize a variety of housing types. 3.2.d
- Emphasize a variety of housing types, including deed-restricted housing. 4.1.b
- Create and develop Transitional Subareas. 4.3.b
- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Housing will be consistent with Character Districts. 5.2.b
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Strategy:

- Provide land as a public subsidy and build development partnerships. 2B

ATTACHMENTS

- RFP for 440 W. Kelly Avenue

FISCAL IMPACT

The fiscal impact will vary based on the responses to the RFP.

STAFF IMPACT

This project will require significant time from the joint housing director. The Town planning director and Town and/or County legal departments will also be involved with the project.

STAKEHOLDER ANALYSIS

Stakeholders include Town and County tax payers, local working families, business owners, and neighbors.

LEGAL REVIEW

Reviewed by Audrey Cohen Davis and Keith Gingery.

RECOMMENDATION

Staff recommends approval the RFP.

SUGGESTED MOTION

I move to approve the Request for Proposals to Develop Housing at 440 W. Kelly Avenue and direct staff to release the RFP tomorrow, February 5, 2019.

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:

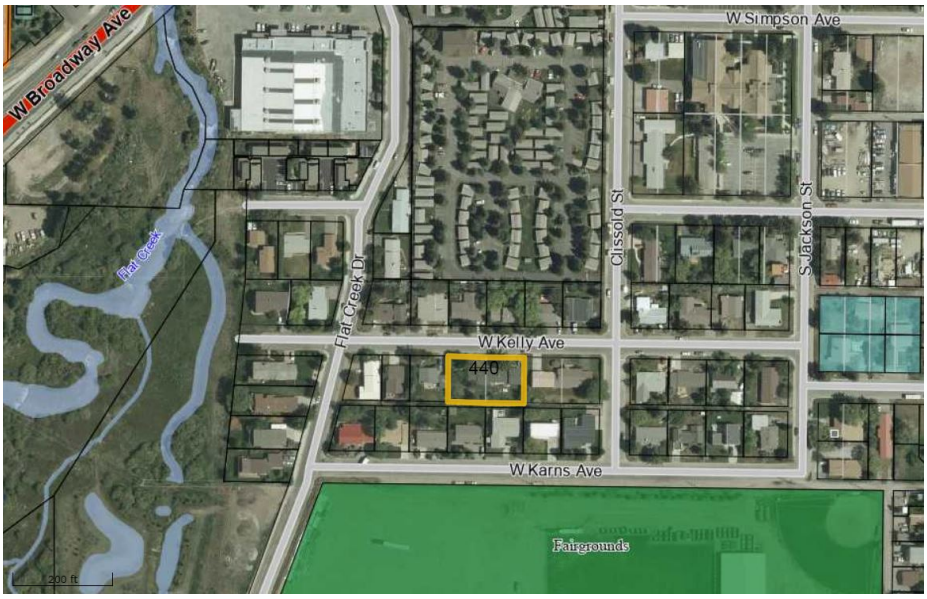
440 West Kelly Avenue
Workforce Housing Development
Downtown Jackson, Wyoming

Request for Proposals

Release Date
February 5, 2019

Information Session
February 19, 2019

Submission Deadline
April 5, 2019



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Appendix 3 – Comprehensive Plan Recommendations
- Ecosystem Stewardship, Section 2: Climate Sustainability through Energy Conservation
- District 3: Town Residential Core, Core Residential

Appendix 4 – 2.2.9. NH1: Neighborhood High Density 1 Section of the Town of Jackson LDRs

Appendix 5 – Div. 7.8. Workforce Housing Incentive Program

Appendix 6 – Residential Deed Restrictions
- Deed Restriction Chart
- Restriction Templates: Workforce Ownership, Affordable Ownership

Appendix 7 – Jackson/Teton County Housing Authority – Affordable Housing Maximum Sales Prices

Appendix 8 – Housing Rules and Regulations Livability Standards

Executive Summary

The Town of Jackson and Teton County, through the Jackson/Teton County Affordable Housing Department ("Housing Department"), is pleased to release this Request for Proposals ("RFP") for the long-term ground lease and development of a 14,000 square-foot site located in downtown Jackson, Wyoming. This project represents an exciting opportunity to develop workforce housing in the newly created Neighborhood High Density 1 (NH1) zone.

This site is located six blocks from Snow King Mountain Resort and provides easy access to mass transit. Grand Teton National Park, Jackson Hole Mountain Resort, and Jackson Hole Airport are all less than 15 miles from the site. St. John's Medical Center is within one mile.

The site is owned by the Jackson/Teton County Housing Authority. The site was purchased in early 2019 for the purpose of developing community workforce housing.

A competitive response to the RFP will describe a project that accomplishes the following goals:

- Develops a site plan and building design that exemplifies design excellence and sustainability.
- Successfully capitalizes on the workforce housing incentives provided in the NH1 zone.
- Creates a community housing project that provides a housing program consistent with the criteria set forth in this RFP.
- Supports the goal of stabilizing the community by providing healthy housing solutions.
- Provides pedestrian amenities, an attractive and active streetscape, and encourages alternative modes of transportation.

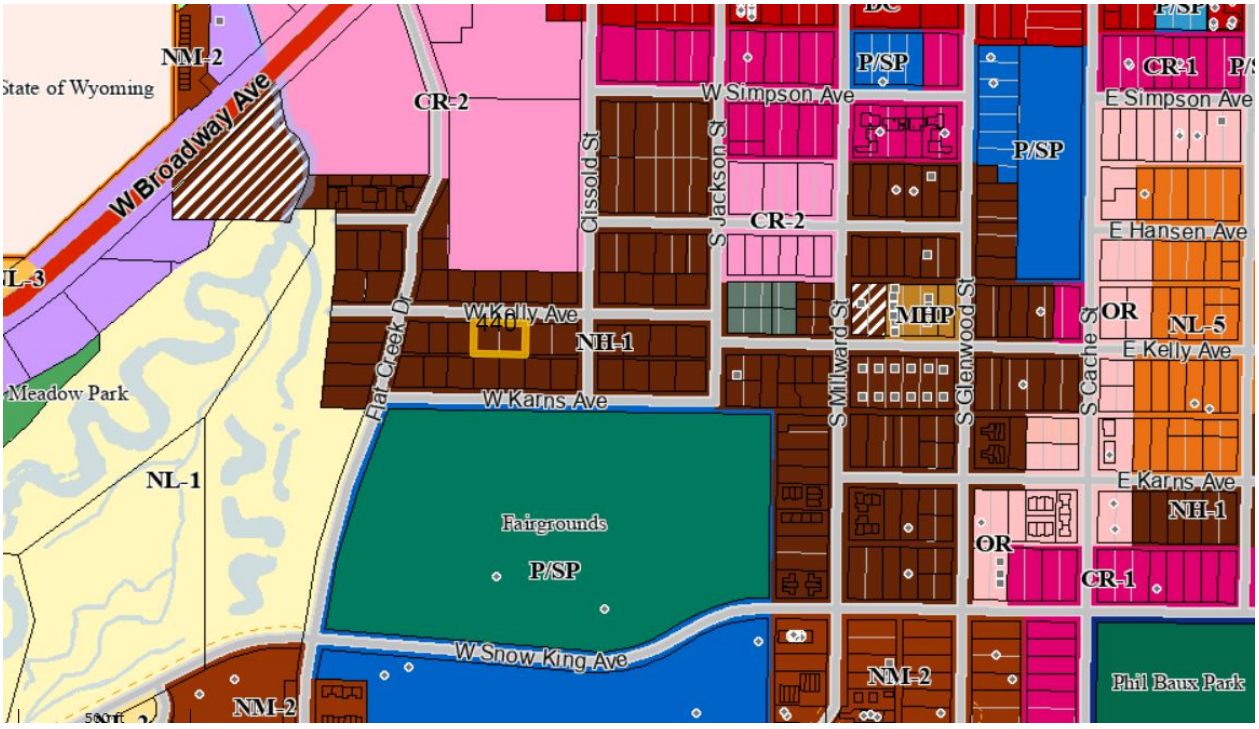
Site Context

Neighborhood Characteristics & Amenities

The site is in the Core Residential subarea in downtown Jackson, Wyoming and is owned by the Jackson Teton County Housing Authority. It is approximately 14,000 square feet. Currently, a 1,736 square foot house in located on the property and is rented month-to-month.

The site is located one block from the Fairgrounds and Karns Meadow; within half a mile of Snow King Mountain Resort and the historic Town Square; and less than a mile from Jackson Elementary School, the Jackson/Teton County Parks and Recreation facility, St. John's Medical Center, and the National Elk Refuge. The site is also located close to numerous businesses, including retail and office spaces, and is on the Town bike route and a block from a START bus stop.

The 2012 Jackson/Teton County Comprehensive Plan identifies the Core Residential neighborhood as a transitional subarea. Redevelopment, revitalization and reinvestment are highly desired in this subarea. Due to its central location in the core of Town near employment and Complete Neighborhood amenities, the Town Council recently re-zoned this area to include incentives for workforce housing, increased density, and larger buildings.



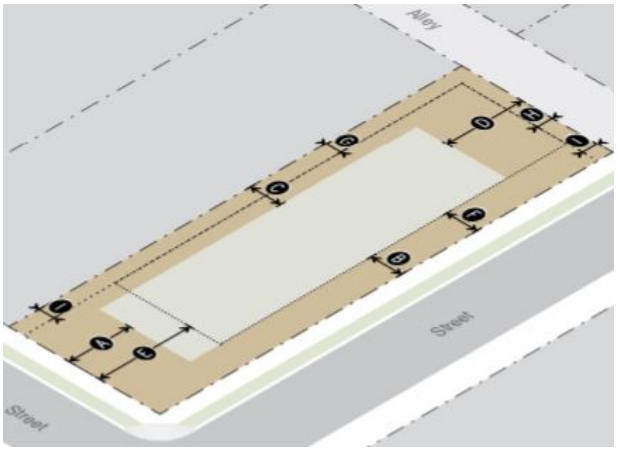
Land Use & Zoning

The intent of the NH1 zone is to provide for high density residential development. Buildings in the Neighborhood High Density 1 (NH1) zone can be up to 3 stories in height and a maximum of 39 feet.

This site is 150 feet by 90 feet with a 10-foot public right of way located along the south side. Therefore, there is no setback for parking along the south side, 20-foot setbacks for a primary building on the north and south, and 10-foot setbacks for a primary building on the east and west.

Because this project is in the NH1 zone, the Workforce Housing Incentive Program may be utilized to maximize the restricted floor area built. This program provides deed restricted housing with an exemption from certain LDRs, including:

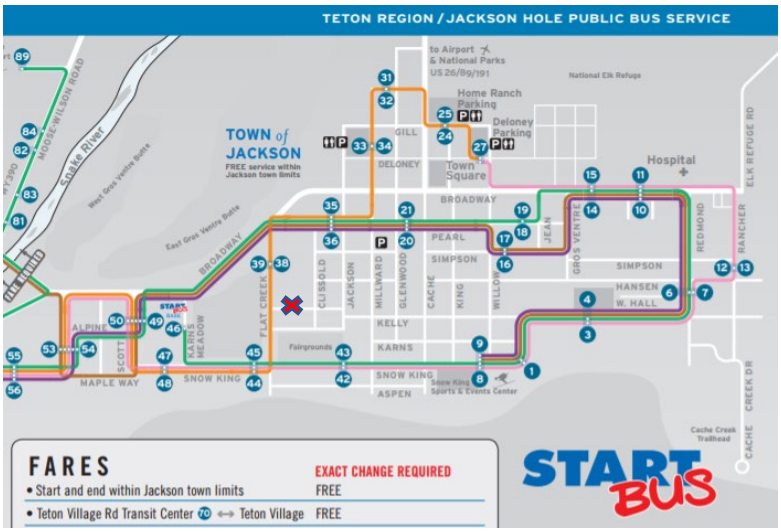
1. Maximum Floor Area Ratio (FAR)
2. Thresholds for physical development permits
3. Affordable housing requirements
4. Limit on 20% expansion of a nonconforming physical development



Transportation, Access, and Parking

The Jackson/Teton County Comprehensive Plan prioritizes the creation of a safe, efficient, interconnected, multi-modal transportation network. It states that future improvements to this district should include complete street amenities and should be developed to link residents to key community features found in the district, including parks, schools, and local convenience commercial.

The site is within a quarter mile radius of four START bus stops. The Jackson Hole Airport is less than ten miles from the site.



Parking Requirements

In the NH1 zone, parking requirements are based on use, not square footage. Parking type options allowed at this site include: surface, tuck-under, enclosed, structured, and underground. All responses must meet the minimum parking requirements set forth in the LDRs.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Detached Single-Family unit	B	E.1.	8,000 sf habitable-excluding basement	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Attached Single-Family unit (6.1.4.C.) (E.1.)	B	E.1.			0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B	E.1.			

Development Program

The Town of Jackson and Teton County, through the Housing Department, seek proposals for this site that develop a 100% residential project that provides a community housing program that meets or exceeds the residential criteria outlined in this RFP.

Project Scope & Phasing

Respondents should propose only one phase of development for the site. A clear and reasonable timeline for all applications, approvals, and construction must be provided.

Housing Program

The housing component of the project may include any combination of Affordable Ownership and Workforce Ownership restricted units but must meet the minimum criteria defined in this RFP. Deed restrictions administered by the Jackson Hole Community Housing Trust or Habitat for Humanity of the Greater Teton Area will also be accepted. Short-term rental units will not be allowed.

Specific criteria for the housing program include:

- 100% of units developed must be deed restricted.
- A minimum of 15 units must be built.
- All units must meet the livability standards set forth in the Housing Rules and Regulations.

Developers may sell the Workforce units directly or work with a real estate agent, but all purchasers must be qualified by the Housing Department. Initial sales prices for Workforce Ownership units will be set by the developer. Units will appreciate based on CPI capped at 3%. The Housing Department can also run a weighted drawing for these units. In this scenario, the developer will collect the sales proceeds, minus a 2% facilitation fee.

All Affordable units will be sold via a weighted drawing run through the Housing Department. Developers will collect the sales proceeds, minus a 2% facilitation fee. Affordable units have set maximum prices (available in Appendix 7) and appreciate based on CPI capped at 3%.

Parking Program

Respondents must meet the parking requirements set forth in the LDRs. The LDRs require one parking space per dwelling unit that is 500 square feet max and 0-1 bedrooms. For all other units, the LDRs require 1.5 parking spaces per dwelling unit.

Other Design Considerations

Additional design requirements have been identified in an effort to provide community housing that enhances livability and promotes placemaking within the neighborhood.

Specific requirements include:

- The building may be set back a maximum of 21 feet from the property line.
- A maximum of eight units may be accessed per entry. (Applies only to shared interior corridors.)

- A minimum of 100’ of ground floor street frontage and a minimum of 1,500 sf. of habitable space on the ground floor with street facing entries is required.
- Front porches are required for ground floor units. Balconies are required for all other units.

Financing

It is the responsibility of the Developer(s) to obtain construction and permanent financing in amounts consistent with their proposal.

Affordable Housing Financing

Respondents' proposed financing may consider public subsidy and tax-exempt bond financing as potential funding sources. However, respondents are encouraged to minimize the use of any Town, County, or Jackson/Teton County Housing Authority subsidy while maximizing the affordable housing developed and the range of affordability provided.

Performance Bond

As a condition for issuing a building permit, the Developer will be required to post a financial assurance that required construction and installation of improvements, performance of duties, and all other financial duty is completed. The financial assurance must be at least 125% of the cost to complete the project. The cost shall be identified in the form of an estimate approved by the Planning Director. The Planning Director may require that the estimate be prepared by a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming.

The Developer shall provide one of the following types of financial assurances in a form that is acceptable to the Planning Director:

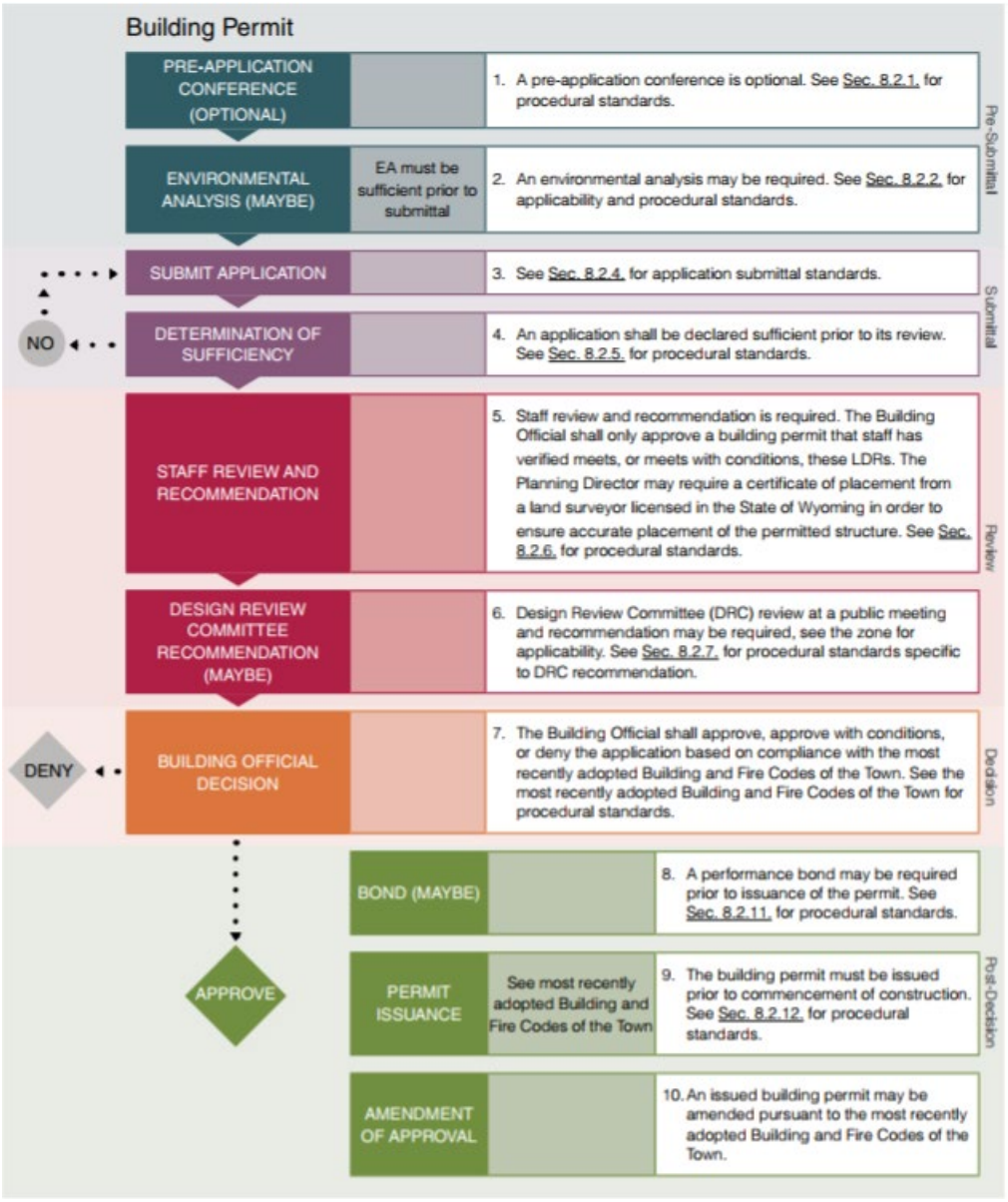
1. Surety Bonds. A deposit with the Town Finance Director of a good and sufficient performance bond in a form made available by the Planning Director or otherwise determined acceptable by the Town Attorney.
2. Escrow Deposit of Cash or Certified Funds. A deposit with the Town Treasurer of cash or certified funds.
3. Irrevocable Letter of Credit. A deposit with the Town Treasurer of an irrevocable letter of credit in a form made available by the Planning Director or otherwise determined acceptable by the Town Attorney.

Approval Process

Development of the site will be subject to certain approvals, which may include, but is not limited to, the following: building permit and grading permit.

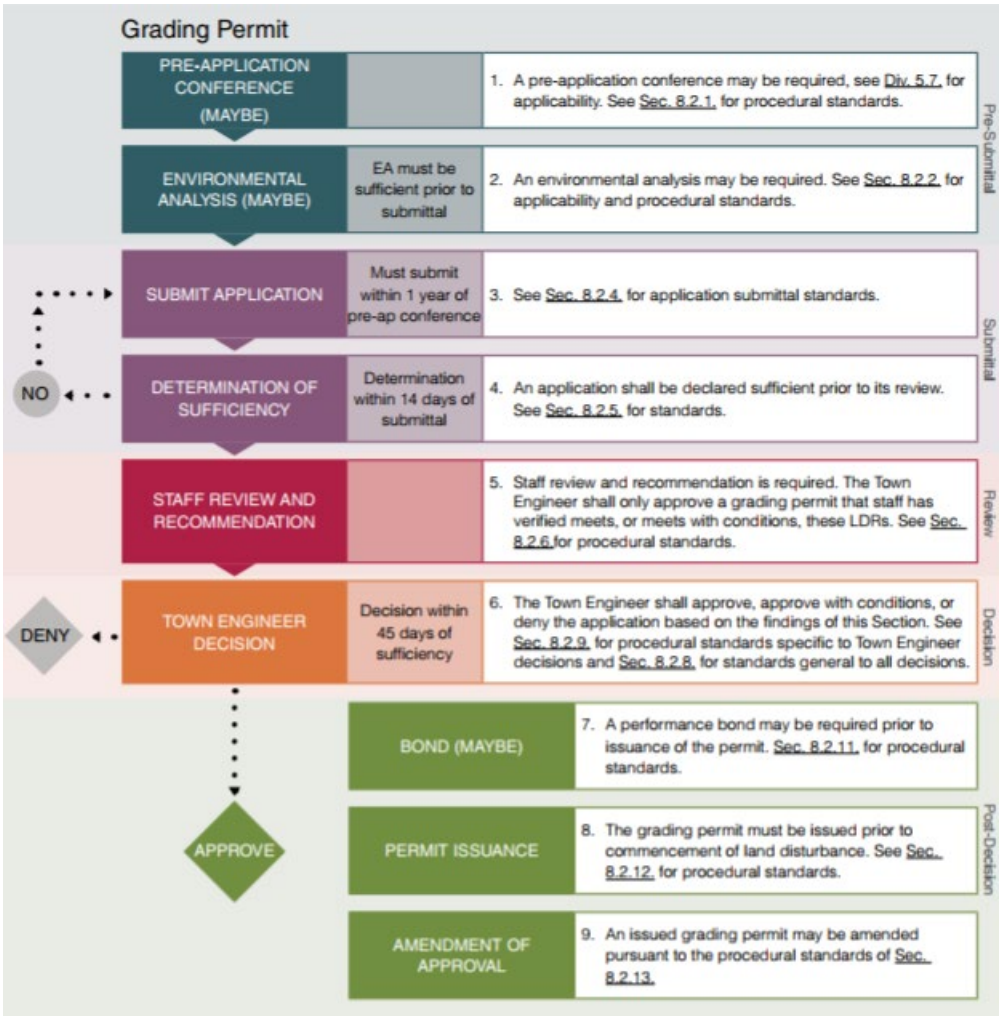
Building Permit

The purpose of a building permit review is to ensure that proposed physical development of a structure complies with the LDRs and adopted building codes.



Grading Permit

The purpose of a grading permit is to ensure that proposed land disturbance includes required erosion control and stormwater management and complies with all other standards of the LDRs.



Proposal Requirements

Respondents should provide the following set of submission requirements. A list of tabs for all required proposal contents is provided in Appendix 1. The Town of Jackson, Teton County, and/or Housing Department reserve the right to request additional materials from the respondent at any stage in the RFP process.

Project Description

The project description should contain the following:

- Development plan with occupancy types and size of development.
- Breakdown of all residential units, including size, unit counts, ownership, shared storage, other common spaces, and/or amenities.
- Preliminary site plan that shows building footprints and heights, open space, parking, access, circulation, etc.
- A description of qualitative aspects of the project, including how the project meets the goal of stabilizing the community by providing healthy housing solutions.

Project Team Description & Qualifications

The project team description should include:

- A description of each member of the Respondent's team, including: a resume, how the member will participate in the project, his/her relevant experience, and portfolios of any similar projects on which s/he has worked.
- Organizational structure, including a clear explanation and an organizational chart for any proposed partnership or joint venture, showing structure and percentages of ownership and investment.
- A summary of the Respondent's work in the community and/or other similar communities.

Project Financial Information

The financial proposal must include the following:

- A summary narrative of the financing structure of the project that explains permanent and construction financing and sources for each.
- Supporting documentation for the financial proposal, including all assumptions made regarding construction costs, financing and soft costs, the use of public or private subsidy, sales prices, operating expenses, and any other relevant information.
- Completed "Project Criteria Worksheet" provided in Appendix 8 of this RFP.

Site Plan & Design

Detailed architectural plans are not required at proposal submission. Respondents are required to outline the design approach and provide site plans that:

- Show square footage, broken down by use/type
- Building height and use broken down by floor; and
- Proposed architect.

All projects should meet the livability standards found in the Housing Rules and Regulations and provided as an attachment to this RFP.

Sustainable Development

Climate sustainability through energy conservation is addressed in the Jackson/Teton County 2012 Comprehensive Plan. Specific principles are outlined, including: reducing consumption of non-renewable energy, reducing energy consumption through land use, reducing energy consumption through transportation, and conserving energy through waste management and water conservation.

Respondents should include a narrative summary describing how the proposed project meets the community's goals of reducing energy consumption. At a minimum, projects musts meet LEED Silver standards, although certification will not be required.

Schedule

Respondents should provide an anticipated development schedule that includes a projected timeline for each major step associated with completion of the project from development agreement to certificate of occupancy, how they will be held accountable for the proposed dates, and what contingencies may apply.

Selection Criteria

Proposals will be evaluated using the criteria listed below in no order of preference. Responses that do not meet minimum development requirements will not be considered.

1. Completeness and quality of overall response
    - Completeness and quality of proposal
    - Quality of building, design, and residential program

2. Program and design
    - Number, type, size, and affordability of residential units provided

3. Financial and schedule feasibility, including minimizing Town, County, and/or Housing Authority resources.

4. Qualifications and experience

Due Diligence

Respondents are encouraged to review all publicly available sources of information regarding the site prior to submitting a proposal. Relevant materials include: 2012 Jackson/Teton County Comprehensive Plan and the Town of Jackson Land Development Regulations.

Inquiries & Submissions

All inquiries regarding this RFP should be directed to aprilnorton@jacksonwy.gov. Questions will be accepted until March 22, 2019. Answers will be posted on a rolling basis at www.jhaffordablehousing.org.

RFP Timeline

The Jackson Town Council and Teton County Board of County Commissioners have approved the following timeline for this RFP:

RFP Release	February 5, 2019
RFP & Site Information Session	February 19, 2019
Submission Deadline	April 5, 2019

Proposals are due April 5, 2019 by 4pm MST. Eight (8) copies of the proposal and one electronic copy of the proposal, on a flash drive, must be provided.

Proposals should be hand delivered or mailed to:

Jackson/Teton County Affordable Housing Department
320 S. King Street
P.O. Box 574
Jackson, Wyoming, 83001
Attn: April Norton, Director

Appendix 1 – Proposal Contents

Proposals musts be tabbed as indicated below and contain all supporting documentation listed in the Proposal Requirements.

RFP Checklist

Tab 1: Project Description

Tab 2: Project Team Description & Qualifications

Tab 3: Project Financial Information

Tab 4: Project Criteria Worksheet

Tab 5: Site Plan & Design

Tab 6: Sustainable Development

Tab 7: Schedule

Appendix 2

Project Criteria Worksheet

440 W. Kelly Avenue: Project Criteria Worksheet

Total Number of Units:					
Total Number of Bedrooms					

Unit Summary	# Units	Bedrooms	Unit Sq. Ft.	Restriction	Sales Price
Unit Type A					
Unit Type B					
Unit Type C					
Unit Type D					
Unit Type E					
Total	0	0	0		

Funding		
Public Funds		Comments
General Fund	$	
Supply Program - Land	$1,703,416.03	Purchased January 2019
Total Public Funds Per Square Foot	$1,703,416.03	
Partner Funds		Comments
Debt	$	
Equity	$	
Sales Proceeds	$	
Project Cost		Comments
Land Cost	$1,703,416.03	Purchased by Town of Jackson & Teton County
Permitting and Design	$	
Developer Fee	$	
Construction including infrastructure	$	
Contingency	$	
Total Cost Per		Comments
Square Foot - Gross	$	
Square Foot - Livable	$	
Unit	$	
Bedroom	$	
Construction Only Cost Per		Comments
Square Foot - Gross	$	
Square Foot - Livable	$	
Unit	$	
Bedroom	$	
Timing (duration - # calendar days)		Comments
Design and Approvals	# days	
Construction to Cert. of Occupancy	# days	
Parking Consideration		Comments
Onsite parking spaces	# spaces	
Rental and/or Sales Price		Comments
Restricted sales price per square foot	$	

Appendix 3

Comprehensive Plan Recommendations

Ecosystem Stewardship, Section 2: Climate sustainability through Energy Conservation

District 3: Town Residential Core, Core Residential

Section 2. Climate Sustainability through Energy Conservation

Consume less nonrenewable energy as a community in the future than we do today.

What does this section address:

Principle 2.1 - Reduce consumption of non-renewable energy

Principle 2.2 - Reduce energy consumption through land use

Principle 2.3 - Reduce energy consumption through transportation

Principle 2.4 - Increase energy efficiency in buildings

Principle 2.5 - Conserve energy through waste management and water conservation

Why is this section addressed?

The contribution to climate change from the consumption of nonrenewable energy is a perfect example of how seemingly insignificant individual actions can add up to a measurable impact at a larger scale. Global climate change cannot be addressed by our community alone, but the local, regional, and global impacts of climate change are inconsistent with our Common Values of Community Character and the community has chosen to address them to the greatest extent possible. A changing climate threatens the Greater Yellowstone Ecosystem by altering or eliminating habitats, making it harder for native species to survive. We will also experience local impacts to our Growth Management and Quality of Life Common Values as food, potable water and habitable land diminish across the world. The cost of bringing food into our remote location, demand for our water, and pressure to develop our valued open space will all increase.

Sustainability

is a system of practices that are healthy for the environment, community and economy and can be maintained for current and future generations.

However, the community sees climate change as an opportunity as much as a threat. Our stewardship legacy and international recognition provide the perfect chance for us to set an example of how the global issue of climate change can be addressed at the community level. We can become a model for energy conservation and energy independence for over 3 million visitors every year. We have hydro, solar, wind, and geothermal renewable energy resources available to us. Through the development and use of renewable resources and improved energy conservation we can limit our dependence on non-renewable energy resources.

Climate sustainability through energy conservation is included in this Plan because transportation and buildings constitute 95% of the community's energy consumption. In order to meaningfully address our climate impacts in the long-term, energy consumption (see Appendix B), land use, and transportation planning must be holistically addressed. The transportation and infrastructure required to sustain a sprawling development pattern requires far more energy consumption than a compact, connected series of Complete Neighborhoods where services and infrastructure already exist and residents can use alternate modes of travel to move within and between built areas. Our buildings can also be designed to be much more energy efficient than they are today.

Beyond reducing our contributions to climate change, energy conservation also makes economic sense for the community. Reliance on diminishing non-renewable resources will cause the cost of energy to increase. This will further increase the cost of living in our community and have detrimental effects on our Quality of Life. If we can reduce the amount of motor vehicle travel needed to move around the community, we will be less affected by rising gas prices. If we consume less power in the operation and construction of our public and private buildings and our management of waste, we can continue to have some of the lowest priced and most renewable power in the country. As we become a true example of sustainable energy consumption, visitors may be attracted to the area for our climate stewardship alone.

Awareness of the importance of energy conservation has recently gained momentum with an initiative to reduce Town and County energy consumption by 10% over the past five years and the completion of a communitywide emissions inventory through an unprecedented cooperative commitment between the Town, County and Lower Valley Energy. These, and similar future efforts will assist in meeting the community's energy consumption reduction goals. Moving forward, we realize that it is in the best interest of the ecosystem and the community to continue promoting climate sustainability through energy conservation.

Principle 2.1— Reduce consumption of non-renewable energy

In order to reduce the emission of greenhouse gases that contribute to climate change, the community should reduce its consumption of energy from non-renewable sources. The Town and County will lead by example and encourage reductions in energy demand and the use of renewable energy sources. However, it is the daily responsibility of the entire community to reduce consumption of non-renewable energy whether for climate, financial or other reasons.

Policy 2.1.a: Shift community energy consumption behavior

The community commits to shifting its behaviors to consume less energy. Reducing energy demand is the simplest way to consume fewer nonrenewable energy resources. Achieving communitywide energy conservation requires reducing individual consumption of energy with every decision. The Town, County, and partnering organizations will educate the community on best available methods for reducing energy demand and facilitate and encourage each community member to reduce personal energy consumption.

Policy 2.1.b: Encourage energy conservation through energy pricing

The Town and County will work with local energy providers to price energy to encourage conservation. Money is a significant motivator in all decisions, including energy conservation. The pricing structure should be set up to reward energy consumers contributing to the community goals of conservative and efficient use of energy without punishing households that cannot afford to upgrade energy inefficient structures.

Policy 2.1.c: Increase local use and generation of renewable energy

Using solar, wind, geothermal, and/or hydro energy that has less impact to the climate is the community's preference. The community will work with local utilities and other agencies, non-profits, and businesses to identify local renewable energy generation opportunities so that it is not necessary to add non-renewable energy sources to the community's energy portfolio. Integration of renewable energy into the community's energy portfolio should be done consistently with the community's Vision.

Policy 2.1.d: Allow and encourage onsite renewable energy generation

Production of energy from renewable sources on individual properties should be allowed and encouraged. The transmission of electricity is extremely inefficient. Reducing that component of our energy infrastructure could result in a large cumulative decrease in demand for non-renewable energy. Exemptions to Town and County regulations should be considered to facilitate the installation of on-site renewable energy sources. The community will also explore incentives for on-site renewable energy, utilizing best available practices.

Principle 2.2— Reduce energy consumption through land use

Land use patterns have a great effect on the community's overall energy consumption and should be designed with energy efficiency in mind. Complete Neighborhoods require less energy consumption for travel within and around the community; and compact mixed use infill and redevelopment requires less energy in the provision of services and infrastructure.

Policy 2.2.a: Enhance suitable locations as Complete Neighborhoods

Principle 3.2 details the community's policies to encourage development, infill, and redevelopment that enhances suitable locations as Complete Neighborhoods that contain: defined character and quality design; public utilities; quality public space; a variety of housing types; schools, childcare, commercial, recreation and other amenities within walking distance; and connection by complete streets. Complete Neighborhoods contain the greatest potential for low energy consumption living because of the close proximity of residences to services and jobs. Complete Neighborhoods in the Town and County will lead to energy conservation through a reduction in motor vehicle miles traveled and consolidation of waste disposal and other infrastructure.

Policy 2.2.b: Direct growth out of habitat, scenery, and open space

Principles 1.4 and 3.1 detail the community's commitment to conservation of wildlife habitat, habitat connections, scenic viewsheds, and open space. Development of these areas would not only negatively impact wildlife and scenery but also require far more energy to install and maintain infrastructure and transport people and energy around the community. As the climate changes, preserving open spaces from development will also ease the pressure on wildlife as they adapt to a changing ecosystem.

Principle 2.3— Reduce energy consumption through transportation

Transportation accounts for approximately 80% of the total carbon emissions in the community (see Appendix B) and should be a focus of the community's efforts to reduce energy consumption. Reducing fuels consumed for transportation and using renewable fuels has the greatest potential to reduce the community's overall carbon emissions and consumption of non-renewable resources.

Policy 2.3.a: Meet future transportation demand through the use of alternative modes

Principle 7.1 details the community's policies to promote the use of alternative modes over use of the single occupancy motor vehicle. The use of single occupancy motor vehicles is the least energy efficient mode of transportation, as only one person is transported and road and parking infrastructure is required for each individual.

Policy 2.3.b: Create a safe, efficient, interconnected multimodal transportation network

Principle 7.2 details the community's policies to provide a multimodal network to meet our future transportation demand. The community will develop an integrated transportation management plan that will look at all modes of travel and the most effective solutions for transportation in the community, considering long-term impacts such as consumption of non-renewable fuels and the energy costs of transportation infrastructure.

Principle 2.4— Increase energy efficiency in buildings

It is the community's goal to achieve carbon neutral buildings by 2030. Increasing the energy efficiency of buildings and reducing the energy used for the construction of buildings will greatly increase the community's energy conservation efforts, as the construction and operation of buildings currently accounts for close to 15% of energy use in Jackson and Teton County (see Appendix B). Publicly funded construction projects will lead by example in implementing this policy, and incentives will be provided to reduce the energy demand of new and existing private buildings.

Policy 2.4.a: Construct energy efficient buildings

The community should improve the energy efficiency of its buildings. Buildings with tight building envelopes that minimize the loss of energy are more energy efficient because they require less energy yet provide the same level of comfort as buildings with other designs. The Town and County should adopt the most recent energy codes or similar regulations in order to maximize the energy efficiency of new construction and improvements to existing buildings. Additionally, the Town and County will explore requirements and incentives for building design that employ best practices for energy efficiency in new and retrofitted buildings.

Policy 2.4.b: Renovate and reuse existing buildings

Where appropriate, the community should renovate, reuse, and repurpose existing buildings. The energy required to extract, produce, transport, and assemble building materials is known as the "embodied energy" of a building. The easiest way to reduce the embodied energy of a structure is to reuse a structure that already exists. The community will encourage the reuse, repurposing and renovation of existing buildings where a safe, energy efficient building can be achieved without constructing a new building.

Policy 2.4.c: Use and reuse construction material sustainably

Where it is not practical to renovate an existing building as described in Policy 2.4.b, the embodied energy of a building should be reduced through the recycling and reuse of building materials or use of sustainable, local materials. The Town and County should lead by example when constructing public buildings and subsidized housing units by giving preference to recycled and local materials and local contractors, within reasonable performance and cost limits. The Town and County should also explore providing locations for materials recycling that make it more cost-effective to recycle than to dispose of material.

Policy 2.4.d: Use energy efficient building systems and appliances

Practices to reduce energy consumption should continue throughout the use of a building, regardless of the energy efficiency of a building's design or the amount of energy initially used to create the building. The Town and County will provide standards for high efficiency heating, ventilation and air conditioning (HVAC) equipment, lighting fixtures, appliances, and other building systems. Where possible, programs will encourage the use of the best available energy efficiency technology for building systems and appliances.

Policy 2.4.e: Encourage smaller buildings

The Town and County will encourage the construction of smaller, energy efficient buildings to improve energy conservation communitywide. Energy efficiency and the amount of energy required to construct a building is directly related to overall building size. Smaller buildings require less material to achieve high energy efficiency and contain less volume to condition, light, and maintain. The community will explore regulations and incentives to encourage the construction of smaller buildings.

Principle 2.5—Conserve energy through waste management and water conservation

The community will reduce the amount of energy required to distribute, clean, and dispose of water and waste through conservation efforts. Our current water consumption and waste management practices will have long-term adverse impacts on the ecosystem and the community's energy demand if conservation measures are not pursued.

Policy 2.5.a: Encourage water conservation

While our community is lucky to have abundant water supplies, water conservation should still be pursued in order to conserve energy and manage natural resources responsibly. As fresh water resources are depleted, the energy required to provide potable water increases. Conservation of water saves aquifer supplies for future generations, protects habitat, and respects downstream users. To better encourage water conservation, municipal pricing should reflect the true long-term cost of production and encourage water conservation. The Town and County will also encourage practices that demand less water, such as landscaping with native species.

Policy 2.5.b: Manage our waste stream for sustainability

The community will minimize the amount of solid waste it directs to landfills with a goal of "zero waste" by increasing efforts such as recycling and composting of waste. Disposing of solid waste in landfills requires energy for waste transportation, land moving, and other landfill operations. Landfill disposal also requires increased disturbance of otherwise open spaces due to the length of the decomposition process. The community will increase opportunities for recycling, reuse, and composting and seek productive uses for solid waste such as waste-to-energy solutions to minimize the solid waste that must be placed in a landfill. In addition, the Town and County will lead by example by using products that can be recycled or composted and encouraging all members of the community to do the same.

Policy 2.5.c: Reduce energy consumption in wastewater treatment

The community should utilize the most energy efficient wastewater treatment methods and technology to discharge effluent that meets or exceeds the quality of the receiving waters at any time. Wastewater treatment is extremely important to the health of the ecosystem and the community, but can be an enormous consumer of energy. The Town and County will lead by example in attempting to exceed State discharge requirements while limiting the amount of energy consumed by wastewater treatment processes.

Strategies

The community should undertake the following strategies in initial implementation of the policies of this Common Value. This list is only a starting point, and is not all inclusive. As strategies are completed and/or new best practices, technology and information become available, the community may pursue additional strategies. Prioritization of the strategies to be implemented will occur annually as described in Policy 9.2.b.

Strategies to reduce consumption of non-renewable energy (Principle 2.1)

2.1.S.1: Coordinate with the wide range of organizations working on energy conservation to educate the community about the benefits of reducing consumption of energy from non-renewable sources.

2.1.S.2: Work with partners to distribute technological devices, such as home area networks, into the community to raise awareness of the amount of energy being consumed and opportunities for reduced consumption.

2.1.S.3: Partner with organizations such as the Yellowstone-Teton Clean Energy Coalition to educate residents and guests about the negative impacts of vehicle idling.

2.1.S.4: Work with local energy providers to develop a sliding scale energy pricing structure where unit cost increases with total energy consumption.

2.1.S.5: Evaluate and update land use regulations to support renewable energy generation in the community.

2.1.S.6: Coordinate education efforts to avoid private Codes, Covenants & Restrictions (CC&Rs) that prohibit on-site renewable energy generation and other sustainable practices.

Strategies to reduce energy consumption through land use (Principle 2.2)

See Strategies 3.1.S.1 through 3.1.S.4 and 3.2.S.1 through 3.2.S.8.

Strategies to reduce energy consumption through transportation (Principle 2.3)

See Strategies 7.1.S.1 through 7.1.S.11 and 7.2.S.1 through 7.2.S.6.

Strategies to increase energy efficiency in buildings (Principle 2.4)

2.4.S.1: Adopt the most recent International Energy Conservation Code or similar regulation.

2.4.S.2: Develop a comprehensive sustainable building program that includes requirements and incentives for government operations and new private construction to use energy efficiency best practices.

2.4.S.3: Develop a program of incentives and financing options for owners of existing buildings to participate in a communitywide energy retrofit program.

2.4.S.4: Develop a program to facilitate the reuse and recycling of building materials and raise awareness of the benefits of the use of sustainable construction materials.

2.4.S.5: Develop a program to encourage the use of the most energy efficient building systems and appliances.

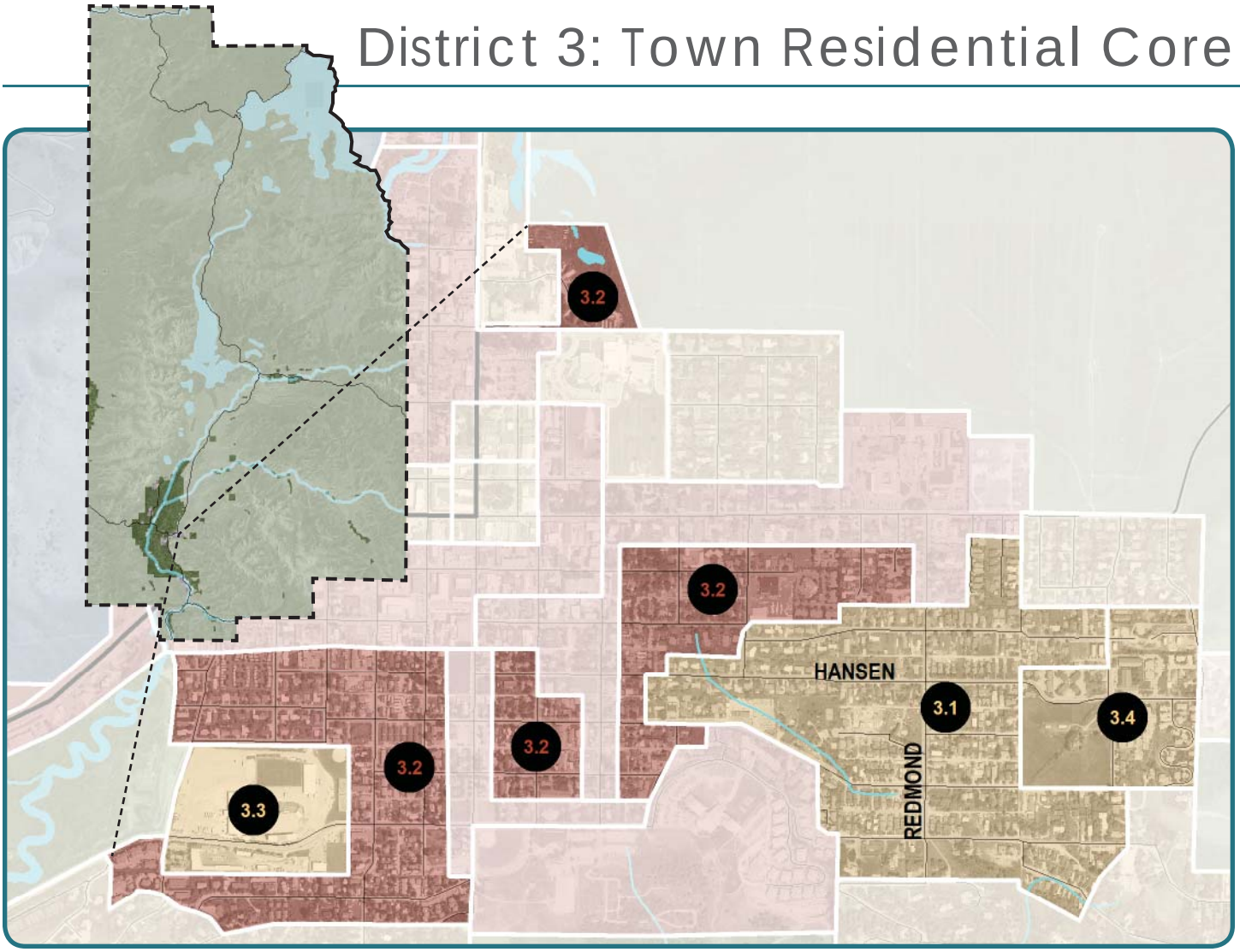
2.4.S.6: Evaluate and update regulations on building size to encourage smaller, more energy efficient buildings and consume less energy.

Strategies to conserve energy through waste management and water conservation (Principle 2.5)

2.5.S.1: Implement a sliding scale water pricing structure.

2.5.S.2: Increase awareness and opportunities for recycling, reuse, and composting, including communitywide curbside recycling.

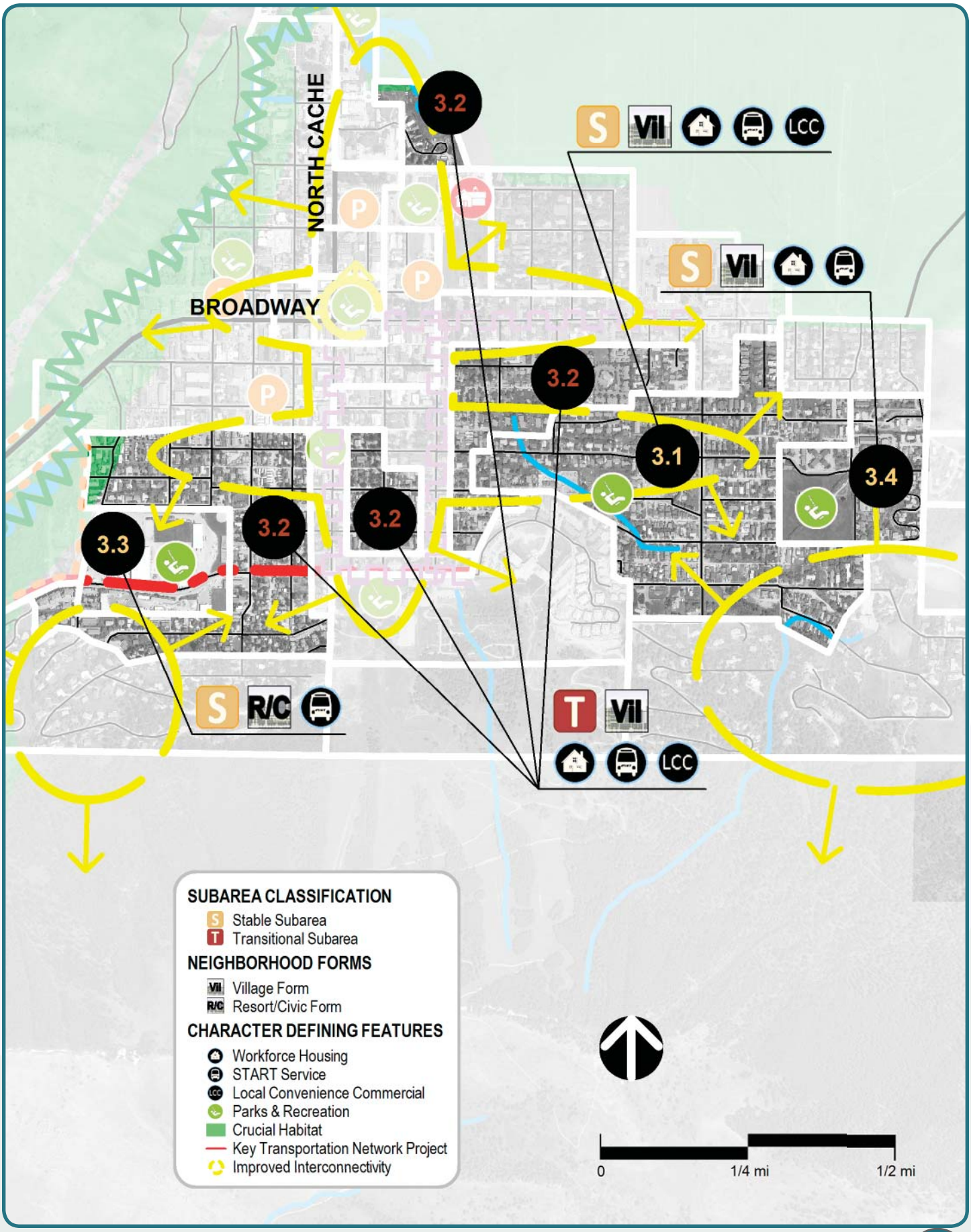
District 3: Town Residential Core



Complete Neighborhood + Rural Area Chart

	DEFINITION	EXST.	FUTURE	
COMPLETE NEIGHBORHOOD	Defined Character/High Quality Design	○	◐	2-3 stories, variety of residential forms
	Public Utilities	●	●	Water, sewer, storm sewer
	Quality Public Space	●	●	Mike Yokel Park, May Park, Rodeo Grounds
	Variety of Housing Types	●	●	Single family, duplex, tri-plex and multifamily
	Walkable Schools, Commercial + Recreation	◐	●	START, limited convenience commercial, schools, parks, pathways
	Connection by Complete Streets	◐	●	Alternative transportation a priority
RURAL	Viable Wildlife Habitat + Connectivity	◐	◐	Flat Creek and Cache Creek enhancement
	Natural Scenic Vistas	○	○	
	Agricultural + Undeveloped Open Space	○	○	
	Abundance of Landscape over Built Form	○	○	
	Limited, Detached, Single family Res. Development	○	○	
	Minimal Nonresidential Development	◐	◐	Limited convenience commercial

Legend: ● *Generally Present;* ◐ *Partially Present;* ○ *Generally absent*


NORTH CACHE
BROADWAY
3.2
3.2
3.2
3.2
3.3
3.1
3.4
S
VII
LCC
S
VII
S
R/C
T
VII
LCC
SUBAREA CLASSIFICATION
S Stable Subarea
T Transitional Subarea
NEIGHBORHOOD FORMS
VII Village Form
R/C Resort/Civic Form
CHARACTER DEFINING FEATURES
Workforce Housing
START Service
Local Convenience Commercial
Parks & Recreation
Crucial Habitat
Key Transportation Network Project
Improved Interconnectivity
0
1/4 mi
1/2 mi

Existing + Future Desired Characteristics

The Town Residential Core is comprised of a variety of housing types and forms, including single family, duplex, tri-plex and multifamily occupied primarily by the local workforce. Some of the district's key characteristics are its proximity to the Town Commercial Core (District 2) employment opportunities and Complete Neighborhood amenities, an existing gridded transportation network, and a mix of low to high density residential development.

The district is envisioned to contain a variety of residential densities, a variety of residential types (such as single family, duplex, tri-plex and multifamily), and a variety of building sizes in order to maintain and meet our community's Growth Management and workforce housing goals. The consolidation of multiple lots to create larger single family homes is inconsistent with the district's existing and desired character. An important goal within the district will be to reestablish a strong sense of ownership by this district's residents.

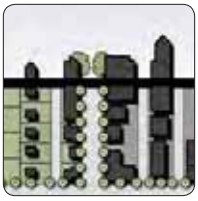
The existing gridded transportation system, including areas with and without alleys, provides great connectivity for all modes and should be maintained and enhanced whenever possible. Complete street amenities, including continued and expanded START service, are appropriate and should be added at every opportunity in keeping with the existing residential character. These amenities should be developed to link residents to key community features found in the district, including parks, schools, and local convenience commercial. It is also important to recognize Snow King Avenue as a primary transportation corridor that will need to be maintained and improved in order to support regional transportation goals.

The district is well-served by a majority of Complete Neighborhood amenities that should be maintained and enhanced in the future. Limited local convenience commercial and mixed use office development is currently found in the district and should continue in the future in order to achieve the Complete Neighborhood and economic sustainability goals of the Plan. The district is in need of redevelopment and reinvestment in order to ensure it is a desirable residential neighborhood with a strong sense of community ownership into the future.

Policy Objectives

Common Value 1: Ecosystem Stewardship	N/A
Common Value 2: Growth Management	4.1.b: Emphasize a variety of housing types, including deed-restricted housing 4.3.a: Preserve and enhance stable subareas 4.3.b: Create and develop transitional subareas 4.4.d: Enhance natural features in the built environment
Common Value 3: Quality of Life	5.2.d: Encourage deed-restricted rental units 5.3.b: Preserve existing workforce housing stock 7.1.c: Increase the capacity for use of alternative transportation modes

3.2: Core Residential



Village Form

This residential, TRANSITIONAL Subarea is currently made up of a variety of single family and multifamily residential types, with some existing larger residential developments and non-conforming commercial uses. Redevelopment, revitalization and reinvestment are highly desired in this subarea. Due to its central location in the core of Town near employment and Complete Neighborhood amenities, the future character of this subarea will include some increased density and larger buildings than in East Jackson (Subarea 3.1).

In addition, to the development pattern described for East Jackson (Subarea 3.1), multifamily residential uses will be encouraged in order to replace existing commercial uses and to blend the borders of the Town Commercial Core (District 2) with the Town Residential Core (District 3). Multifamily structures will be predominantly found on larger residential lots and along mixed use corridors. The size and scale of multifamily structures will be predominantly two stories with three stories considered in specific cases with proper design. The density and intensity found in areas containing multifamily structures may be greater than what is generally allowable in other areas. For these larger structures, the dominant building mass should be located near the street and be broken into multiple smaller buildings when possible. Parking should be minimized and screened from view as much as possible. In areas where office uses currently exist, consideration should be given to allow a mix of office and residential uses. Future mixed use office development should be of the same bulk, scale and intensity of the residential uses.

Appendix 4

2.2.9. NH1: Neighborhood High Density 1 Section of the Town of Jackson Land Development Regulations

2.2.9. NH-1: Neighborhood High Density 1
(7/18/18, Ord. 1197)

A. Intent

1. General Intent: The intent of the Neighborhood High Density 1 (NH-1) zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited by the application of required dimensional standards, such as FAR, setbacks, and parking, and not by a prescribed standard. Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.

2. Buildings: Buildings can be up to 3 stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in surface or underground garages or with surface parking. Parking is typically accessed from a primary street or alley if present.

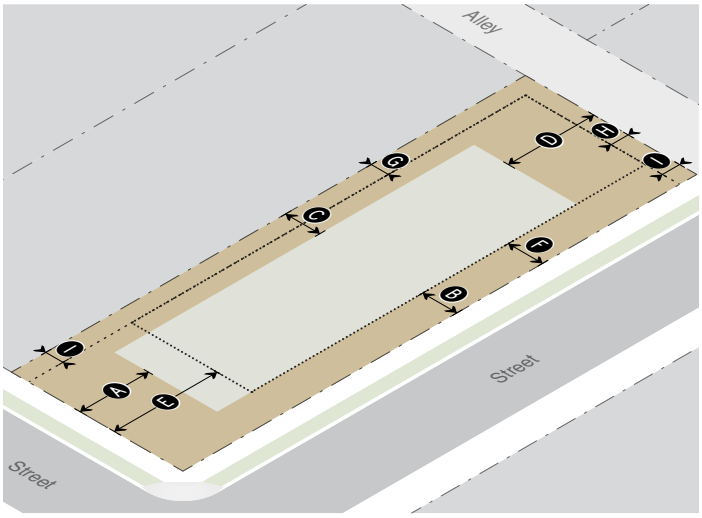
4. Land Use: The full spectrum from a Single-family home to whatever size building can fit the site based on the minimum required density (17.4 units/acre) and the dimensional limitations, such as FAR, setbacks, and parking. Apartments take the place of ARUs because they provide greater flexibility.

5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

B. Physical Development

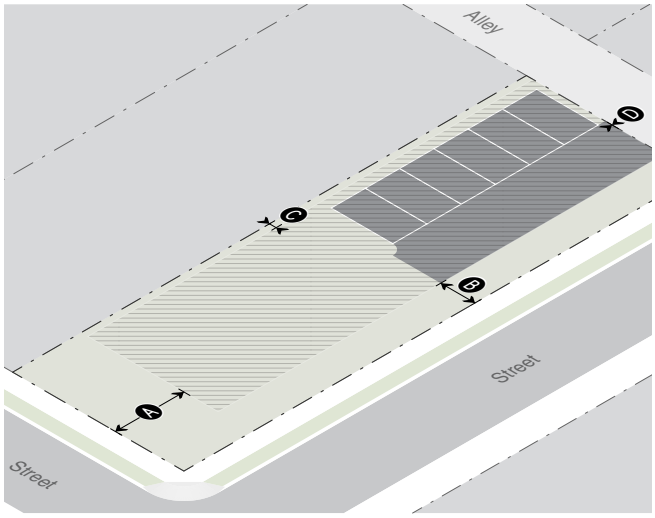
Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	20’	A
Secondary street (min)	10’	B
Side interior (min)	10’	C
Rear (min)	20’	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	E
Secondary street (min)	10’	F
Side interior/rear (min)	5’	G
Rear alley (min)	10'	H
Site Development Setbacks		
All site development, excluding driveways or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	I
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	(9.4.6.D.)	
Apartments/ Single-Family Attached	.21 & 70% in front 1/3 of lot	
All other allowed uses	.30	
Plant units (min)		
Single-Family and Duplex	1 per unit	
All other uses	1/1,000 sf of landscape area	
Parking Lot (all uses)	1 per 12 parking spaces	

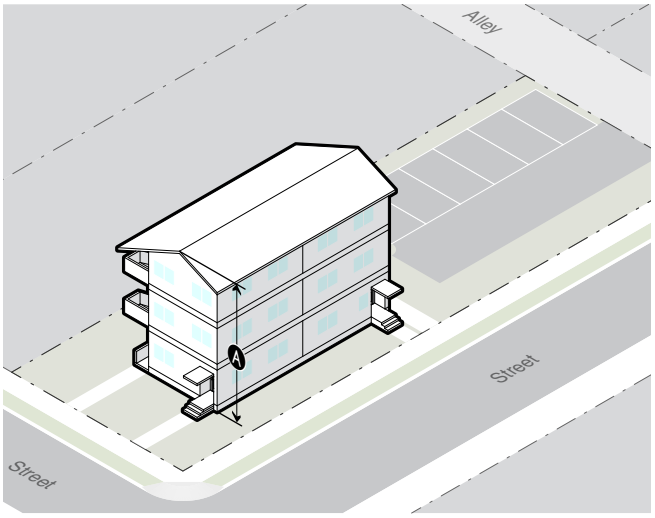
2. Vehicle Access Standards



Access		
Primary street	Allowed	
Secondary street	Allowed	
Alley	Allowed	
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less	
Driveway width in primary/secondary street setback (max)	20'	
Driveway Setbacks		
Primary street* (min)	20'	A
Secondary street* (min)	10'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

* Excludes 20' max driveway allowed in primary/secondary street setback

3. Bulk & Mass Standards



Design Guidelines	(Div. 5.8.)	
The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.		
Primary Building Height	(Sec. 9.4.9.)	
Height: roof pitch ≤ 3/12 (max)	3 stories, not to exceed 35'	A
Height: roof pitch 4/12, 5/12 (max)	3 stories, not to exceed 37'	A
Height: roof pitch ≥ 6/12 (max)	3 stories, not to exceed 39'	A
Accessory Structure Height	(Sec. 9.4.9.)	
All accessory structures (max)	14'	
Scale of Development	(Sec. 9.4.13.)	
Floor area ratio (FAR max)	.40	
Deed restricted housing exemption	(Sec. 7.8.3.)	
Workforce housing floor area bonus	(Sec. 7.8.4.)	
Individual Building (max gross floor area)	10,000 sf	

4. Fencing	
Height (max)	
In street yard	4’
In side or rear yard	6’
Setback (min)	
Primary or secondary street/sidewalk (min)	1’
Side or rear lot line	0’
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
5. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek South of Cache Creek Dr.	20’
Flat Creek North of Hansen Ave.	25’
Flat Creek South of Hansen Ave.	50’
Wetland	30’
Irrigation Ditch Setback (min)	(7.7.4.D.)
Irrigation Ditch	15’
Natural Resource Overlay (NRO)	(Sec. 5.2.1.)
6. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass prohibited	
All lights over 600 initial lumens shall be fully shielded	
Lumens per sf of site development (max)	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)
7. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Lot with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)

8. Signs	(Div. 5.6.)
Number of Signs (max)	3 per business per frontage
Home occupation/business	1 unlit wall sign
Background Color	No white or yellow
Sign Area	
Total sign area (max)	3 sf per ft of street facade width up to 150 sf
Home occupation/business	2 sf
Penalty	10% per projecting and freestanding sign
Sign Type Standards	
Canopy sign	
Clearance (min)	7’6” from average grade
Setback (min)	18” from back of curb
Freestanding sign	
Height (max)	6’
Setback (min)	5’
Projecting sign	
Height (max)	24’ above grade
Clearance (min)	7’6” from average grade
Setback (min)	18” from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Site area						
≤ 15,000 sf			X			(Sec. 5.7.1.)
15,001 - 30,000 sf		X	X			(Sec. 5.7.1.)
> 30,000 sf	X	X	X			(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Use Standards

Standards applicable to uses in the NH-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This subsection is intended to indicate all of the use standards applicable in the NH-1 zone, however, all standards in Article 6. are applicable in the NH-1 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Detached Single-Family unit	B	E.1.	8,000 sf habitable-excluding basement	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Attached Single-Family unit (6.1.4.C.) (E.1.)	B	E.1.			0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B	E.1.			
Dormitory (6.1.4.F.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000246 * sf
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	0.000246 * sf
Minor	B	n/a	n/a		

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.1.), C=Conditional Use Permit (Sec. 8.4.2.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot (max)	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.1.), C=Conditional Use Permit (Sec. 8.4.2.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the NH-1 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NH-1 zone, however, all standards in Article 7. are applicable in the NH-1 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)

2. Residential Subdivision Requirements	
Schools and Parks Exaction	(Div. 7.5.)
Schools exaction	.020 acres per 1- or 2-family unit .015 acres per multi-family unit
Parks exaction	9 acres per 1,000 resident
3. Infrastructure	
Transportation Facilities	(Div. 7.6.)
Access	required
Right-of-way for Minor Local Road (min)	60’
Paved travel way for Minor Local Road (min)	20’
Required Utilities	(Div. 7.7.)
Water	public
Sewer	public

4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Development Option Plan (Sec. 8.5.2.)	Subdivision Plat (Sec. 8.5.3.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

1. **Minimum Density.** The minimum density for lots in the NH-1 is based on requiring a minimum density of 17.4 units per acre and are as follows:

   a. Lots 5,125 sf or less: One Detached Single-Family Unit;

   b. Lots 5,126 - 7,499 sf: Two units (either detached or attached);

   c. Lots 7,500 or larger: Three units (either detached or attached).

Appendix 5

Div. 7.8. Workforce Housing Incentive Program

Div. 7.8. Workforce Housing Incentive Program

7.8.1. Intent (11/23/16, Ord. 1153)

This Division establishes incentives for the development of workforce housing. Because not every landowner will use the incentives, this Division manages growth by limiting the actual (rather than a projected) use of the incentives. Section 7.8.2. establishes the limit on the cumulative use of the incentives over time, and the following Sections establish specific incentives.

7.8.2. Cumulative Limit on Incentives (11/23/16, Ord. 1153)

Use of an incentive in this Division is prohibited if the application would increase the amount of residential development allowed in the Town and County above the amount allowed and planned for since 1994.

A. The amount of residential development allowed in the Town and County is reported annually as Indicator 1 of the Jackson/Teton County Comprehensive Plan Indicator Report. Past Indicator Reports can be found at www.jacksontetonplan.com.

B. A residential unit shall be added to the amount of residential development allowed in the Town and County upon its initial approval using an incentive in this Division.

C. A residential unit approved using an incentive in this Division shall be subtracted from the amount of residential development allowed in the Town and County upon expiration, revocation, or extinguishment of the approval.

> **EXAMPLE:** A project proposing 4 residential units through use of the Workforce Housing Floor Area Bonus (Sec. 7.8.4.) receives Sketch Plan approval in 2016. The 2017 Indicator Report would report an increase of 4 residential units as a result of the project. If by 2018 the units are not built and the Sketch Plan approval has expired, the 2019 Indicator Report would report a decrease of 4 residential units as a result of the project expiration. The cumulative effect of the increase reported in the 2017 and decrease reported in the 2019 would reflect that no incentive units have been built on the site.

7.8.3. Deed Restricted Housing Exemption (1/4/17, Ord. 1164)

A. Intent

Deed restricted housing is required by Div. 6.3., Div. 7.4. and other standards of these LDRs. A landowner may also voluntarily deed restrict housing. In order to encourage incorporation of required and voluntary deed restricted housing into development, deed restricted housing is exempt from certain LDRs.

B. Applicability

The exemptions of this section shall apply to the following floor area.

1. **Required Restricted Housing.** Floor area in a residential unit that is required to be restricted in order to comply with Div. 6.3., Div. 7.4., or another standard of these LDRs.

2. **Voluntary Restricted Housing.** Floor area in a residential unit that is subject to an affordable, employee, employment-based, or rental workforce deed restriction, acceptable to the Jackson/Teton County Housing Department, which is recorded with the County Clerk, that is not required by Div. 6.3., Div. 7.4., or another standard of these LDRs.

C. Exemptions

Floor area meeting the applicability standards of this Section is exempt from calculation of the following standards, but is still subject to all other applicable standards of these LDRs.

1. Maximum Floor Area Ratio (FAR)

2. Thresholds for physical development permits

3. Affordable housing required by Div. 7.4.

4. Limit on 20% expansion of a nonconforming physical development

7.8.4. Workforce Housing Floor Area Bonus (1/4/17, Ord. 1164)

A. Intent

In most cases, the volume of building allowed by the minimum setbacks and maximum height exceeds the volume of building allowed by the FAR of a property. The purpose of the workforce housing floor area bonus is to encourage development, especially by the private sector, of additional deed restricted housing in that excess volume by allowing additional unrestricted floor area.

B. Applicability

The exemptions of this Section shall apply to both the deed restricted and unrestricted floor area approved pursuant to this Section.

1. **Maximum Amount of Unrestricted Housing.** The maximum amount of unrestricted floor area that can be approved pursuant to this Section is limited by the amount of restricted floor area provided pursuant to this Section, as tabulated below.

Maximum Exempt Unrestricted Floor Area per Voluntarily Restricted Floor Area	
Zone	Unrestricted Floor Area : Restricted Floor Area
DC	2:1
CR-1	2:1
CR-2	2:1
OR	2:1

2. **Restricted Housing.** The restricted floor area provided pursuant to this Section shall be subject to an affordable, employee, employment-based, or rental workforce deed restriction, acceptable to the Jackson/Teton County Housing Department, which is recorded with the County Clerk.

3. **Required Restrictions Do Not Apply.** Floor area that is required to be restricted in order to comply with Div. 6.3., Div. 7.4., or another s tandard of these LDRs shall not be included in the calculation of the maximum amount of unrestricted floor area allowed by this Section.

4. **Allowed Use.** Floor area approved pursuant to this Section shall only be used for one of the following uses:

   a. Attached Single Family Dwelling (6.1.4.C.); or

   b. Apartment (6.1.4.D.); or

   c. Dormitory (6.1.4.F.); or

   d. Group Home (6.1.4.G.).

C. Exemptions

Floor area meeting the applicability standards of this Section is exempt from calculation of the following standards, but is still subject to all other applicable standards of these LDRs.

1. Maximum Floor Area Ratio (FAR)

2. Thresholds for physical development permits

3. Affordable housing required by Div. 7.4.

4. Limit on 20% expansion of a nonconforming physical development

Appendix 6

Residential Deed Restriction Templates

Affordable Ownership

Workforce Ownership

Special Restrictions
for Affordable Ownership Housing
Located at Click here to enter Name of Dev. and/or address.

These Special Restrictions for Affordable Ownership Housing ("Special Restrictions"), are made and entered into this ___ day of _____, 20__, by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

Click here to enter Legal Description

PIDN: _____("Land")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as_____, _____, Wyoming 830___ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Affordable Ownership Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*

(hereinafter "Residential Unit" or Residential Units").

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

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 W.S. §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 Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

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

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT HOUSING 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 from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or 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 ONLY.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Affordable Housing, as set forth below ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household at time of purchase and during ownership 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. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the

business serves clients or customers who are physically located in Teton County, Wyoming.

2. Income Restriction. The Qualified Household's gross income shall fall between Click here to enter income range. of the median family income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming ("Income Cap") at time of purchase.
3. No Teton County Residential Real Estate. 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) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at the time of purchase or any time during ownership of the Residential Unit.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective owner 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. Asset Limit. The maximum asset limit for Qualified Households is two (2) times the income limit for a household size of four in accordance with the applicable income range, as further defined and clarified in the Housing Rules and Regulations.

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 insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or 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 UNITS. In addition to any restrictions included in the Rules and Regulations, occupancy and use of a Residential Unit shall be restricted as follows:

A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a 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 persons other than the members of the Qualified Household may occupy the 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. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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, each 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. TRANSFER LIMITATIONS. Each Residential Unit may only be sold in accordance with Sections 5 and 6 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 a Residential Unit to a spouse of an 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 a 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 a 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 5. SALE OF A 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 accordance with 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 the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) 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). 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 and Option, 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, the Housing Department may

purchase such Residential Unit. 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 6. MAXIMUM RESALE PRICE. To further insert the Town of Jackson or Teton County, Wyoming's goal of providing affordable housing, 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, nor shall such purchaser pay or provide to a selling owner 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 7. 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. 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.

C. 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.

D. Fraud or misrepresentation by purchaser and/or Owner 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 8. 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 the 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 a borrower Default or the property foreclosure.

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.

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.

SECTION 9. 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. 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 JTCHA and/or 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.

C. 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 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 10. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by insert the Town of Jackson or Teton County, Wyoming**.** These Special Restrictions may be terminated after a determination by insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the goal of providing affordable housing.

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. 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 insert the Town of Jackson or Teton County, Wyoming.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 11. 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 insert the Town of Jackson or Teton County.

SECTION 12. 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:
insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner
_____
_____
_____

SECTION 13. 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 14. 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 15. 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 16. 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 17. 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 18. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, 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 Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 19. 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 20. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions 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, Owner has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER:
Click here to enter entity.:

_____
Click here to enter text.

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

On the Click here to enter day day of Click here to enter month, 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me byClick here to enter Name of signer, as Click here to enter title of signer, of Click here to enter entity.

Witness my hand and official seal.

(Seal)

_____
Notary Public

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

_____
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the Click here to enter day. day ofClick here to enter month., 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

_____
Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

_____
Click here to enter name of Mayor or Chair., insert Mayor or Chair

ATTEST

_____
Click here to enter name of Clerk, insert Town Clerk or County Clerk

Special Restrictions
For Workforce Ownership Housing
Located at
Insert property address insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

Insert legal description of property

PIDN: [insert PIDN number ("Land")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as_____, _____, Wyoming 830___ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*

(hereinafter "Residential Unit" or Residential Units").

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 W.S. §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 Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the

Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and insert the Town of Jackson or Teton County, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Click here to enter approval type (FDP, CUP or other) 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 insert the Town of Jackson or 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. 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 and as may be further detailed in the Rules and Regulations ("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. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.

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 insert the Town of Jackson or 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.
   1. 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.
   2. 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. TRANSFER LIMITATIONS. Each Residential Unit may only be sold in accordance with Sections 5, 6 and 7 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 5. 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 6. 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 accordance with 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 the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) 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). 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 and Option, 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, the Housing Department may purchase such Residential Unit. 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 7. MAXIMUM RESALE PRICE. To further insert the Town of Jackson or 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, nor shall such purchaser pay or provide to a selling owner 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 8. 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 9. 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.

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.

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.

SECTION 10. 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. 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.

C. 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 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 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by insert the Town of Jackson or Teton County, Wyoming. These Special Restrictions may be terminated after a determination by insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

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. 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 insert the Town of Jackson or Teton County, Wyoming.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors

SECTION 12. 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 insert the Town of Jackson or Teton County.

SECTION 13. 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:
insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

_____
_____
_____

SECTION 14. 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 15. 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 16. 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 17. 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 18. 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 19. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, 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 Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. 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 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or 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.

Insert declarant's organization (corporation):

_____
Insert name of signor, insert title of signor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the Click here to enter day. day ofClick here to enter month., 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

_____
Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

_____
Click here to enter name of Mayor or Chair., insert Mayor or Chair

ATTEST

_____
Click here to enter name of Clerk, insert Town Clerk or County Clerk

Appendix 7

Jackson/Teton County Housing Authority
Maximum Sales Prices

Teton County Housing Authority

Affordable Housing Maximum Sales Prices

Effective July 4, 2018 until HUD updates MFI

	0 - 50%	50% - 80%	80% - 120%	Over 120%
Studio	$56,550	$122,700	$188,600	No set price
1 Bedroom	$66,500	$144,300	$221,900	No set price
2 Bedroom	$76,000	$164,850	$253,700	No set price
3 Bedroom	$85,700	$185,370	$285,260	No set price

No Garage is a 10% reduction from the maximum sales price
Below Grade is a 20% reduction from the maximum sales price
Studio is 15% reduction from one bedroom maximum sales price

If the HOA dues are more than $100 per month, the sales price may be adjusted to compensate.

Appendix 8

Housing Rules and Regulations: Livability Standards

2. **Preparation of Special Restriction**

   The Housing Department will prepare the special restriction and provide the document to the developer for review via email or other delivery method.

3. **Review**

   Once reviewed by the developer for accuracy, the Housing Department and the developer ("declarant") will sign the special restriction and deliver to the County or Town for the required signature.

4. **Developer Responsibilities**

   The developer is responsible for signing the special restriction, recording the special restriction with the Teton County Clerk, paying for the recording fees, providing the County or Town Planning Department with a copy of the recorded document, and returning the original to the Jackson/Teton County Housing Department office. The Housing Department shall witness the recording.

5. **Modification/Amendment**

   The developer shall not make modifications to the special restrictions with the exception that when an alternate housing program is approved by the Town Council or County Commissioners. Modifications or amendments to the restricted covenant must be agreed to in writing by the Housing Department. The developer or owner may be responsible for any legal costs to amend a restrictive covenant.

2-3. Livability Standards

To meet the community's goals of providing working families a viable choice of housing, to protect social diversity, and to contribute to economic stability, the LDRs and the *Housing Department Rules and Regulations* require that restricted housing units are designed to provide adequate size, building and site design, and finishings to serve future tenants. These are all criteria in the Housing Department's decisions as to whether a development meets the goals of the LDRs and the *Housing Department Rules and Regulations*. For additional construction standards, see Teton County Land Development Regulations: Divisions 6.3 and 7.4 or Town of Jackson Land Development Regulations: Divisions 6.3 and 7.4.

a. Process

These Livability Standards are associated with interior components of the units, functionality, light, and outdoor space. Review by the Housing Department will be completed during the planning process and at time of building permit. It is encouraged that applicants review restricted housing unit designs with the Housing Department early in the design process.

Restricted housing units will also be subject to Planning Department review, as some livability standards are requirements of the LDRs (See Teton County Land Development Regulations: Divisions 6.3 and 7.4 or Town of Jackson Land Development Regulations: Divisions 6.3 and 7.4).

b. Intent

The livability standards in the LDRs do not include minimum size requirements for units. To ensure functionality of units regardless of size, these Livability Standards have been adopted. The Housing Department may consider flexibility within these standards as long as the intent of functionality is being met. All building, plumbing, electrical, and fire code requirements are still required to be met. These standards do not supersede other requirements.

Restricted housing units are expected to be designed with logical and functional room layout. This includes adequate space for normal living based on two (2) persons per one-bedroom unit, three (3) persons per two-bedroom unit, and four (4) persons per three-bedroom unit and adequate circulation pathways through the unit based on a reasonable furniture configuration.

The standards contained in this document provide minimum requirements for specific items and are not intended to be “build to” specifications.

1. Exceptions

Applicants may request approval of components that don’t conform to these Livability Standards by completing the “Request for Exception” form. The request must include a detailed explanation of why the applicant wishes to diverge from these Livability Standards, and how the proposed difference is meeting the intent of these Livability Standards. Detailed drawings of what is being proposed shall also be submitted (See Section 7-3)

c. Acceptance of Restricted Housing Units

Proposed floor plans will be reviewed by the Housing Department at time of Sketch Plan submittal, Final Development Plan submittal and/or other permit submittal. Proposed unit designs and components must be approved by the Housing Department prior to submittal for

building permit. The Housing Department will inspect all restricted units before certificate of occupancy to ensure that the unit is built according to the approved designs.

d. Standards for Restricted Units

1. Kitchen

a. Cabinets

All units shall have kitchen cabinet or other storage area (such as a pantry) proportionate to unit size that, at a minimum, meet the required space listing in the table below. A stove/oven may not be used to meet cabinet requirements, and no more than two cabinet spaces less than one foot in width may be used to meet cabinet requirements.

Unit Size	Lineal Ft of Base Cabinets*	Lineal ft of Upper Cabinets*
Efficiency/studio/one-bedroom < 475 SF	4	4
One bedroom > 475 SF	5	5
Two bedrooms	6	6
Three bedrooms or more	7	7

*Assumes standard 24” depth and 26” height for base cabinets and 12” depth and 30” height for upper cabinets.

Note that additional kitchen storage beyond the minimum is desirable. In some cases, additional cabinetry is provided as either base or upper cabinets and credit is requested to reduce cabinetry elsewhere. Requests to storage requirements will be considered as an exception to be approved by the Housing Department.

b. Countertops

The surface of countertops shall be made of new, durable, easily cleaned materials that are commonly used for countertops. One, two and three bedroom units must provide a minimum 3 feet of continuous countertop work space not including interior corner space.

c. Appliances

1. Table of Appliance Specifications

The following table specifies minimum appliance requirements.

Unit Size	Sink width*	Range/oven width*	Refrigerator cubic feet*	Dishwasher*
Studio/One bedroom < 475 SF	24”	24”	18	18”
One bedroom >475 SF	30”	30”	25	24”
Two bedroom	32”	30”	30	24”
Three bedrooms or more	32”	30”	30	24”

*Minimum Size

2. Quality and Warranty

All appliances shall be new, Energy Star, and UL (Underwriters Laboratories Standards for Safety) listed, and approved appliances. Documentation of the estimated reliability of proposed appliances, such as Consumer Report ratings, should be provided. Appliances must be of sound quality with the following minimum warranties:

i. Range or Stove and Oven

One-year minimum warranty. All major appliances used for surface cooking must have a ventilation system that meets code (typically, a fan rated at a minimum of 150 CFM).

ii. Refrigerator

One-year minimum warranty on the entire appliance.

iii. Dishwasher

One-year minimum warranty on the entire appliance.

iv. Garbage Disposal

If provided in the market rate units, all restricted ownership units shall include a garbage disposal each with a one-year minimum warranty on the entire appliance.

v. Microwaves and other small appliances are optional.

2. Bathrooms

At least one full bathroom is required and must contain a bathtub with shower, sink, toilet, and a minimum of four (4) square feet of storage. Flexibility is allowed as to how the storage is provided and will be approved by the Housing Department

3. Closets and Storage Areas

Adequate storage is essential to providing livable housing. For safety reasons, mechanical rooms should be separate from any storage space and to ensure usable storage space should not open into storage space. All closets and storage areas should have a minimum 7.5' height except those under stairs which can include sloping ceilings down to 6' height unless it is not being counted toward the requirement. All dimensions shall be calculated from the finish trim dimension.

a. Table of Minimum Storage Dimensions

Unit Size	Bedroom closet width	Linen closet* width	Additional storage square feet
Studio/one-bedroom < 475 SF	6 feet	24 inches	25 square feet
One-bedroom > 475 SF	6 feet	30 inches	30 square feet
Two-bedroom	6 feet	30 inches	40 square feet
Three-bedroom or more	6 feet	36 inches	50 square feet

d. Other Storage Standards

1. Closet depth must be 26 inches.
2. Bedrooms must each contain a closet that includes one shelf over a rod.
3. Entryway closets are not a requirement. If an entryway closet is not provided that will adequately store coats and shoes/boots for one person in a studio, two persons in a one-bedroom, three persons in a two-bedroom and four persons in a three-bedroom, then an area for hanging/storing coats and shoes/boots near the entryway is required that will adequately provide for the same persons per unit.

4. In addition to bedroom, linen and entryway storage, additional storage must be provided. Locations may include the basement, garage, exterior to the unit or interior to the unit. The intent of this storage is to provide space for large or outdoor items such as bicycles, strollers, recreational gear, etc. If appliances are located in this area, their footprint cannot be counted toward square footage of storage and must be approved by the Housing Department.
5. Closet and storage doors must be sliding doors, folding doors, or doors that open outwards to allow for access to space. Doors are not required on interior storage. Closets and storage space may not have any other doors opening into the space.

4. Floor Coverings

New carpet, wood, tile, vinyl or linoleum floor covering shall be provided, with a minimum 10-year warranty. New water resistant floor covering other than carpet is required in kitchens and bathrooms. Floor coverings are required on all subfloor material with the exception that concrete can be used as flooring material.

5. Room Sizes and Shapes

All units must include appropriate and adequate room sizes and room shapes (generally rectilinear) that allow for functional furniture placement. Minimum sizes should be measured at the narrowest point in the room. Where any room such as the dining room is adjacent to the kitchen area, a 3’ wide buffer between all kitchen cabinets, appliances and work spaces may not be included in the minimum room calculation. All dimensions shall be calculated from the finish trim dimension.

It is highly recommended that room dimensions include an additional 1-2” as a margin of error to accommodate discrepancies in the framing and finish.

a. Minimum Room Size

Unit Size	Minimum Square Feet
Studio/One-bedroom <475 SF	100 SF
One-bedroom	120 SF
Two-bedroom	180 SF
Three-bedroom or more	200 SF

e. Bedrooms

The first bedroom shall be a minimum of 120 square feet. Additional bedrooms shall be a minimum of 90 square feet. No bedroom shall have a finish dimension less than nine feet (9'0).

f. Living/Dining Rooms

Living/Dining Rooms shall provide the following minimum dimensions with no dimension less than ten feet (10'0).

Connections and openings, circulation to and through, and exterior doors and windows shall not compromise the ability to furnish the living/dining area. Furniture layouts shall be used to set critical room dimensions. There shall be a minimum of one layout that is possible that will seat every household member assuming one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom and at least one seven-foot sofa, space for side tables, and ample leg room. Mechanical features, such as fuse boxes, shall not be visible or a central feature in the living area.

The eating/dining area may be in a separate room, part of a combined living/dining area, or in the kitchen provided a 3' wide buffer between all kitchen cabinets, appliances and work spaces is not included in the minimum room calculation and a table and chairs (minimum 2 chairs – 4 chairs for two-bedroom or larger) can be shown to fit into the space without blocking circulation or doorways. A countertop eating area a minimum of 12" deep and 36" in length may be an acceptable alternative for units with less than two-bedrooms.

g. Studios and One-Bedrooms less than 475 square feet

All units must include appropriate room shapes (generally rectilinear) that allow for functional furniture placement including a sleeping area that will accommodate a twin bed, a living area that can accommodate a 6' sofa, and a cooking eating area (table or island) that will accommodate two persons/chairs or stools. Furniture layouts shall be used to set critical room dimensions that include room for circulation.

6. Windows/Noise Mitigation

All living areas and bedrooms shall have a minimum of one window that can be opened.

Housing units that share walls with other residential or non-residential spaces must provide noise mitigation in walls, floors and ceilings for both airborne and impact sound.

All windows in rental units that have locations where pedestrians or passersby can see directly into the window must provide window shades or coverings that open from the top down to allow partial closing that provides privacy but also allows for the maximum amount of natural light to enter the unit and for ventilation.

For developments that propose affordable units facing on and within 100 yards of roadways with allowable speeds in excess of 35 miles per hour or other types of industrial or other noise must have windows facing these conditions that meet a 32 Sound Transmission Class (STC) rating standard for noise mitigation or greater.

7. Laundry

Restricted ownership units shall include washer/dryer hookups.

8. Heating and Hot Water

Furnaces, boilers, or hot water heaters provided must have a 5-year minimum warranty. Hot water heaters must be appropriately sized to adequately serve the number of anticipated occupants based on one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom.

Heating mechanical units may not be located on any patio or deck used to meet open space requirements or interior to the unit in a way that reduces usable floor area.

9. Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

1 Built-in storage space such as drawers under beds, stairs, etc.

2. Creative shelving in dead space
3. Washer/Dryer or communal laundry area in rental units
4. Extra storage for recreational equipment
5. Additional closet space
6. Additional cabinetry

e. Standards for Dormitories

General livability standards (Section 2-3: Livability Standards) will apply except when these dormitory standards differ. There shall be a minimum of 150 square feet net livable floor area

per person, including sleeping, bathroom, kitchen, and lounge space. Net livable floor area shall not include interior or exterior hallways, parking, patios, decks, laundry rooms, mechanical areas, and storage.

1. **Bathroom**

   At least one bathroom shall be provided for shared use by no more than four persons, containing at least one toilet, one sink, one bathtub with a shower, and a total area of at least 60 habitable square feet.

2. **Kitchen Facility**

   A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Housing Department's approval and determination that the facilities are adequate in size to service the number of persons using the facility.

   Provide seating at a table or bar area for each person proposed to use the facility. The kitchen must have a range with a minimum of 4 burners and an oven. A refrigerator at least 5 cubic feet per person proposed to use the dorm. Each unit must have a minimum of 7 lineal feet of base cabinets and upper cabinets. Each unit shall have a kitchen sink at least 31 inches wide.

3. **Storage Space**

   Each unit occupant shall be provided at least 20 net square feet of enclosed storage space located within, or in close proximity to, the unit. This is in addition to the required 150 square feet of net livable floor area of living space per person.

4. **Occupancy**

   A dormitory unit shall not be occupied by more than eight persons.

5. **Variances**

   At its discretion, Housing Department staff may allow a variance to the requirement of 150 square feet. To receive approval for a variance, an applicant shall provide a minimum of 60 square feet of sleeping area per person and meet conditions 1- 4, listed above.

f. Standards for Conversions of Existing Housing Stock

If existing unrestricted housing is offered and accepted by the Town of Jackson or Teton County, as adequate to meet an affordable housing requirement, the existing units must be

upgraded in accordance with the following standards, unless a variance from these requirements is approved by the Planning Department of the Town or County.

Applicants shall bear the costs of any required upgrades to meet the standards, as listed below. Applicants will also be responsible for any structural/engineering reports requested by the Housing Department to assess compliance with the Housing Department standards of the proposed units.

1. Standards

1. All units must be freshly painted;
2. All appliances must be purchased within the last five years and be in good condition and in working order. Evidence must be provided to verify the appliance was purchased within the last five years;
3. New carpet shall be provided (unless carpet has been purchased in the last five years and is in good condition and repair). Evidence must be provided to verify the carpet was installed within the last five years;
4. The exterior walls shall be freshly painted within one year of dedication, a general level of upgrade to yards and landscaping shall be provided, and windows, heating, plumbing, and electrical systems, fixtures and equipment shall be in good condition and working order;
5. The roof must have a remaining useful life of at least ten years. Evidence must be provided to verify this; and
6. The unit shall meet Uniform Building Code minimum standards, as well as any applicable housing code.
7. See Section 6.3 of the LDRs for other existing housing stock requirements.