

Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

November 5, 2018

3:00 PM

County Chambers at 200 S. Willow

Chair: Mark Newcomb

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

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. October 1, 2018 regular JIM

B. Adoption of Functional Classification Map for Roads within the Urban Systems Boundary

IV. DISCUSSION/ACTION ITEMS

A. New Special Restriction Templates (Stacy Stoker, 10 minutes)

B. START Joint Powers Agreement (Larry Pardee, 10 minutes)

C. Updates to the Fire/EMS Joint Powers Agreement (Keith Gingery, 30 minutes)

D. Health in All Policies Update (Jodie Pond, 5 minutes)

V. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VI. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

A. 12/3 START Bike End-of-Year Report (Darren Brugmann, 10 minutes)

B. 12/3 Housing Department Intake Form Data Report (April Norton, 10 minutes)

C. 12/10 Special JIM for joint board interviews

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**

OCTOBER 1, 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, Jim Stanford, Bob Lenz, and Don Frank.
Hailey Morton Levinson was absent.
Staff: Sherry Daigle, Roxanne Robinson DeVries, Stacy Stoker, Keith Gingery, Steve Ashworth, Tyler Sinclair, Alyssa Watkins, Audrey Cohen-Davis, Lea Colasuonno, Larry Pardee, Darren Brugmann, Kassie Hansen, and Shelley Fairbanks.

Public comment was given by Robbie Skye Campbell regarding Cell Towers.

Public comment was given by Roberta Hendrickson regarding Cell Towers.

Public comment was given by Shirley Thomas regarding the Special Purpose Excise Tax.

Public comment was given by Pia Valar regarding Cell Towers.

Public comment was given by Dave Schwendt regarding Cell Towers.

Public comment was given by Rod Lewis regarding Cell Towers.

Consent Calendar. On behalf of the County, a motion was made by Smokey Rhea and seconded by Natalia Macker to approve item A as presented on the Consent Calendar. On behalf of the Town, a motion was made by Bob Lenz and seconded by Jim Stanford to approve item A as presented on the Consent Calendar.

- A. **Meeting Minutes.** To approve the September 10, 2018 regular joint meeting minutes as presented.

Chair Newcomb called for the vote. The vote showed all in favor and the motion carried on behalf of the County. Mayor Muldoon called for the vote. The vote showed all in favor with and the motion carried on behalf of the Town.

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.
- 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
 - o Termination for failure to meet affordable housing goals: this may be made by the Town or County exclusively and unilaterally.
 - o 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.
 - o Amendment to the restriction generally: These may be made by Owner AND either the Town or County (respectively) in writing.
 - o 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.

There was no discussion between the Joint Board and staff.

Public comment was given by Stefan Fodor on behalf of Sage Brush Investors,

Discussion between the Joint Board and Staff included the public comment given by Stefan Fodor. Process to amend these restrictions once approved, this item is time sensitive, financing.

Discussion between the Joint Board included, pulling the workforce rental section and voting on the other four (4) sections, agreement with all sections, requirements in restrictions for HUD financing, workforce rental unit restrictions, policy direction changes – 150 mile radius, amendments can be made once restrictions are approved, the restrictions should be consistent throughout, goal of templates is to not have to work on a case by case basis.

On behalf of the Town, a motion was made by Don Frank and seconded by Bob Lenz to continue this item to the November 5 meeting. Mayor Muldoon called for the vote. The vote showed all in favor with and the motion carried on behalf of the Town.

On behalf of the County, a motion was made by Paul Vogelheim and seconded by Smokey Rhea to continue this item to the November 5 meeting. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried on behalf of the County.

B. Strategic Plan Adoption Through Resolution

Steve Ashworth, Director of Parks and Recreation, presented to the Joint Board for consideration of approval to adopt the 2018 Parks and Recreation Strategic plan by resolution. The goal of the adoption is to recognize and acknowledge the goals and priorities for facilities, programs and services by the department. The strategic plan is a guiding document meant to aid in the decision-making process. The Department contracted with GreenPlay, LLC to develop the plan. GreenPlay, LLC was founded in 1999 as a consortium of experts to provide management and consulting services for park, recreation, open space, and related quality of life agencies. GreenPlay, LLC has successfully completed over 400 strategic planning projects throughout the country. The planning process began in May of 2017 with extensive community engagement and statistical analysis. Over the course of the last year, GreenPlay and staff have worked together to better understand the overall community's recreational, park and open space needs, and how best to serve and meet these needs. The strategic plan has utilized the Teton County/Jackson Comprehensive Plan as its foundation and incorporated the guiding principles of the Integrated transportation and Community Housing plans. The goal of the plan was to develop a vision and strategy to address the community's parks and recreation needs in the most effective manner. The plan identifies opportunities and challenges that the department faces, and provides recommendations of capital, programming and operational priorities for the next ten years.

There was no public comment.

Discussion among the Joint Board included Stilson and a school on the site, plan is a guiding document.

On behalf of the County, a motion was made by Natalia Macker and seconded by Smokey Rhea to adopt by resolution the 2018 Teton County/Jackson Parks and Recreation Department Strategic Plan as a guiding document. 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 Don Frank and seconded by Bob Lenz to adopt by resolution the 2018 Teton County/Jackson Parks and Recreation Department Strategic Plan as a guiding document. Mayor Muldoon called for the vote. The vote showed all in favor with and the motion carried on behalf of the Town.

C. START Joint Powers Agreement

Larry Pardee, Town Manager, presented to the Joint Board for consideration of approval of the amendments to the START Joint Powers Agreement (JPA) which were discussed and directed at the retreat in February of 2018. The Town Council and the County Commission discussed potential amendments to the START JPA at the February joint retreat this year and the Town Council directed the Town Attorney to prepare draft amendments based on the discussion. Adopting the changes as proposed provides some clarification for the START Board and the Transit Director in managing daily operations and expectations for decision making and the changes should have a positive impact moving forward. The requested changes were focused on:

- Clarifying the role of the START Board as it relates to the broad policy decisions.
- Clarifying the role of the START Board for decisions that would affect the adopted budget.
- Clarifying the purpose of the operating plan and its relation to the budget.
- Communicating decisions that may affect the broader public, existing policy and the approved budget.
- Clarifying that internal operational and management decisions are made by the Transit Director as approved by the Town Manager.
- Clarifying that no new obligations regarding management, control, maintenance or supervision of property facilities or programs that significantly impact the broader public, the budget, or deviate from existing policy can be approved by the Board without the Town and County's approval.

Clarifying that the START Board can enter into contracts so long as they are within the approved budget, operating plan and policies already approved by the Town and County, also I would like to extend a special Thank You to Town Attorney, Audrey Cohen-Davis who reviewed the START JPA and spent notable time carefully listening to the audio from the meeting to ensure all points were captured and addressed in the proposed third amendment to the agreement. The Town Attorney also met with Transit Director, Darren Brugmann along with administrative staff from the Town and provided the proposed amendments to County staff, and the START Board for further review and comment. The amendments proposed accurately reflect the Council and Commissions discussion and direction provided at the retreat. Due to the issues associated with budget approval, administrative decision making, and the political nature of rates, fares, routes and funding, the Town Manager and County Administrator would like to suggest as we work forward into the future with the Elected officials on the JPA we transition the START Board into more of an advisory role similar in nature to the Parks and Recreation Board.

An advisory focus for this board would help to clarify decision making and set expectations in terms of what decisions can and may be overturned by the Council and Commission as well as the board's role in providing direction to the Transit Director and how that interaction functions successfully when combined with the Transit Director reporting directly to the Town Manager. An example is on page 2 of the agreement where the amendment clarifies that significant changes to the routing, scheduling, fares, etc. need to be communicated to the Town and County but the reality in many instances is that the elected officials are oftentimes acting as the final decision maker for these significant changes. As noted, the proposed amendments reflect the Council and Commission's direction and staff would encourage further adjustments be consider as we work forward in the future.

The Council and Commission have many options to consider including:

1. Approve the draft Third Amendment to the START JPA as presented and direct the Town Attorney to send the amendment to the Wyoming Attorney General for approval.
2. Adopt the amendments and direct staff to draft further amendments to the START JPA to reflect the role of the START Board as more of an advisory role.

3. Discuss the proposed amendments and continue the item to the next available Joint Information Meeting (JIM).
4. Take no action thereby keeping the current START JPA intact.
5. Other.

Audrey Cohen-Davis, Town Attorney, addressed the Joint Board regarding all comments from elected officials at the retreat, paragraphs 5, 8, 9, and 10.

Paragraph 5. Delegation of Authority for Operation, Regulation, Control and Maintenance of Property, Facilities and Programs, shall be amended with the following that reflects a clarification on **decisions affecting existing policy of the Parties.**

The Board is hereby delegated the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment ~~and facilities~~. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services **within the approved operating plan submitted by the Board with the Budget ultimately approved by the Parties. Any significant changes or deviations that may affect the broader public, existing policy and the approved Budget shall be communicated to the Parties.**

Paragraph 8 shall be amended to reflect clarification on the operating plan:

The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than March 20th of each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. **The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget.** The Board will provide the Parties with reports detailing its activities and expenditures on a quarterly/seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies **so long as the Board does not exceed the approved Budget, except for internal operational and management decisions.** Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

Paragraph 9. Method of Operation, *paragraph 2*, shall be amended with the following that reflects a clarification on the day to day control, management, supervision, operation and regulation of the transit system and facilities:

Within the foregoing constraints, the day to day control, management **(including special event management)**, supervision, operation and regulation of the transit system and facilities shall be under the administration of the Board. No *new* obligations to engage in the management, control, maintenance or supervision of property, facilities or programs **that may significantly impact the broader public, the approved Budget or deviation from existing policy** may be delegated to the Board by the Town or County, or assumed by the Board, without the approval of both of the Parties. No capital projects may be undertaken

and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

Paragraph 10. Agents and Employees, paragraph 1, shall be amended with the following that reflects a change in the authority regarding contracts, which shall now read as follows:

The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services, funding or facilities needed to carry out the purposes of this Agreement **within the approved Budget, operating plan, and policies approved by the Parties for each year**. All contracts with such organizations shall be approved as to form, in advance, by the Town Attorney and County Attorney.

Discussion between the Joint Board and staff included wording used in changes, quarterly or seasonal basis for reporting, broader public, approved operating plan, strike facilities from paragraph 5, approved operating plan approved by Joint Board, advisory vs authority board, March 20th date in full agreement change to February 14th, strike facilities as a whole not just paragraph 5, Darren Brugmann oversees the facility, facilities used for large events outside Town/County government uses is through Town Manager.

Changes to be made are as follows: striking facilities throughout the document, pp.5 approved budget shall be approved by the parties, pp.8 strike decisions insert expenditures, strike quarterly leave in seasonal, pp.9 strike or deviation insert or which deviates.

There was no public comment.

On behalf of the County, a motion was made by Natalia Macker and seconded by Smokey Rhea to continue this item to a date uncertain. 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 Don Frank and seconded by Bob Lenz to continue this item to a date uncertain. Mayor Muldoon called for the vote. The vote showed all in favor with and the motion carried on behalf of the Town.

Executive Session.

There was no executive session held today.

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

On behalf of the Town, a motion was made by Bob Lenz and seconded by Jim Stanford to adjourn to executive session. The vote showed all in favor and the motion carried.

The meeting adjourned at 5:00 p.m.

TETON COUNTY

ATTEST:

Mark Newcomb, Chair

Sherry L. Daigle, County Clerk



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

**JOINT INFORMATION MEETING
AGENDA DOCUMENTATION**

PREPARATION DATE: October 29, 2018

MEETING DATE: November 5, 2018

SUBMITTING DEPARTMENT: Teton County Public Works

DEPARTMENT DIRECTOR: Sean O'Malley

PRESENTER: Sean O'Malley

SUBJECT: WYDOT Urban Systems Functional Classification Maps

STATEMENT/PURPOSE

Consideration of approval of roadway functional classification map for roadways within the approved Urban Systems Boundary. This is an administrative item and the final step required to formally allow the Town of Jackson and Teton County to utilize Urban Systems funds.

BACKGROUND/ALTERNATIVES

A Memorandum of Understanding (MOU) between the Wyoming Department of Transportation (WYDOT), The Town of Jackson, and Teton County Commission was signed by all parties in August of 2017. The MOU established the responsibilities and funding requirements for inclusion within the WYDOT Urban Systems Program. This program is a cost-sharing program authorized by the Transportation Commission of Wyoming. WYDOT allocates funding under the program each year for projects located within the Jackson – Teton County Urban Systems Boundary. The funding, which accrues at approximately \$175,000/year, is to be used by Jackson and/or Teton County for transportation projects within the Urban System boundary on transportation routes functionally classified as Minor Collectors or higher. WYDOT holds the funds in trust, allowing them to accumulate until a project is ready to design and construct. Any funding used through the Urban System Program requires a 9.51% local match. Under the MOU, the Town and County have agreed to maintain any urban system improvements constructed under the program. As well, the Town agreed to annex Broadway-US 26/89 from South Park Loop Road to the Flat Creek Bridge into the Town Limits and to accept maintenance responsibilities for the highway from High School Road to the northern corporate limits. Per the MOU, Teton County is cost-sharing the associated operational costs with the Town of Jackson.

In addition to these requirements, each designated urban area must have:

- An Urban Systems Advisory Committee
- Urban Systems Advisory Committee Bylaws
- An Urban Systems Boundary Map
- An approved Functional Classification Map for all roadways within the Urban Systems Boundary

On April 9, 2018, the Town Council and the Teton County Commissioners approved the Urban Systems Advisory Committee, through adoption of the Urban Systems Advisory Committee Bylaws, as well as the Urban Systems Boundary Map (see attached Exhibit A and Exhibit B).

Since that time, the Transportation Advisory Committee (TAC) has worked with WYDOT planning staff to finalize functional classification maps for areas within the Urban System boundary. The most recent Functional Classification Maps, for both the Town of Jackson and Teton County, were approved by Federal Highways Administration on June 1, 2004. Staff has been unable to find any records that indicate either the Town or the County acted to approve these maps.

Exhibit C (and Exhibit D), reflect two minor adjustments recommended by the Transportation Advisory Committee. The first adjustment is in response to a previous misclassification by WYDOT and FHWA for a short section of East Broadway between Redmond Street and Nelson Drive. TAC recommends changing this segment from a Local Road to Minor Collector. The second adjustment is the addition of a note indicating the classification for the remaining segment of Tribal Trail will be determined through the public involvement and design process.

ATTACHMENTS

Exhibit A - Jackson/Teton County Urban System Advisory Committee Bylaws.

Exhibit B - Jackson – Teton County Urban Systems Boundary Map.

Exhibit C – Functional Classification Map for Teton County

Exhibit D – Functional Classification Map for the Town of Jackson. This map contains the same information as Exhibit C at an easier to read scale.

FISCAL IMPACT

The adoption of these maps will not generate direct fiscal impacts.

STAFF IMPACT

Minimal

LEGAL REVIEW

Gingery and Cohen-Davis

RECOMMENDATION

The Transportation Advisory Committee recommends approval of these functional classification maps.

SUGGESTED MOTION

I move to approve the Teton County 2018 Functional Classification Map and the Town of Jackson 2018 Functional Classification Map.



BOARD OF COUNTY COMMISSIONERS



TOWN COUNCIL

JACKSON/TETON COUNTY URBAN SYSTEM ADVISORY COMMITTEE BYLAWS

Purpose and Duties

This Committee shall be a transportation advisory committee to the local city and county governments for the Urban Systems program, a cost-sharing program authorized by the Transportation Commission of Wyoming. The purpose of the Committee is to evaluate the transportation needs of the urban area; compile and prioritize a list of potential improvement projects constrained by available federal and local matching funds and submit said list to the appropriate governing bodies for their approval. The Committee shall follow the procedures outlined in the Memorandum of Understanding Between the Wyoming Department of Transportation, the Town of Jackson, and Teton County Commission and the Wyoming Department of Transportation Operating Policy 2-4, Urban Systems Program, both of which are attached as Exhibit 1.

Membership

The membership of the Urban Systems Advisory Committee shall at a minimum consist of a voting membership as follows:

- WYDOT – District Engineering OR designee
- Jackson Town Engineer OR designee
- Teton County Engineer OR designee
- Jackson/Teton County Planning Director OR designee
- Jackson/Teton County Transportation Coordinator
- START Bus Director
- Pathways Coordinator

Other agencies or individuals may be asked and encouraged to participate on an “as- needed”, non-voting basis. These include, but are not limited to:

- WYDOT Planning Director (assumes a voting membership if WYDOT District Engineer is not present)
- Grand Teton National Park
- Bridger Teton National Forest
- Federal Highways Administration
- Jackson Hole Airport

Two citizen representatives appointed by the Jackson Town Council and Teton Board of Commissioners

URBAN SYSTEM ADVISORY COMMITTEE BYLAWS

- WYDOT Traffic Program
- Teton County School District
- Jackson Town Council member
- Teton County Board of Commissioners member
- Teton Village Association Executive Director
- Town, County and WYDOT staff

Officers

The officers shall consist of a Chairman, Vice Chairman, Secretary, and other such officer as the Committee may wish to appoint. The Chairman, Vice Chairman, and Secretary shall be elected by the committee membership at its first meeting of the calendar year. Terms of the office shall be for one year with no limitation on re-election.

The duties of the officers shall be those normally associated with the offices.

Meetings

The Committee shall hold an annual meeting during the month of November. The Committee shall meet at other times, as necessary, on call of its Chairman, in coordination with the WYDOT Planning Program representative. Five (5) of the voting membership of the Committee shall constitute a quorum. Roberts Rules of Order shall govern the conduct of all meetings of the Committee, except for rules set forth or adopted by the Committee. Minutes of the meeting will be prepared by the Recording Secretary and distributed to the membership within two weeks following each meeting.

Adoption and Amendment

The Bylaws for the Urban Systems Advisory Committee may be adopted and amended by the affirmative vote of a 2/3 majority of the members. A minimum of six (6) voting members must be present to adopt or amend these bylaws.

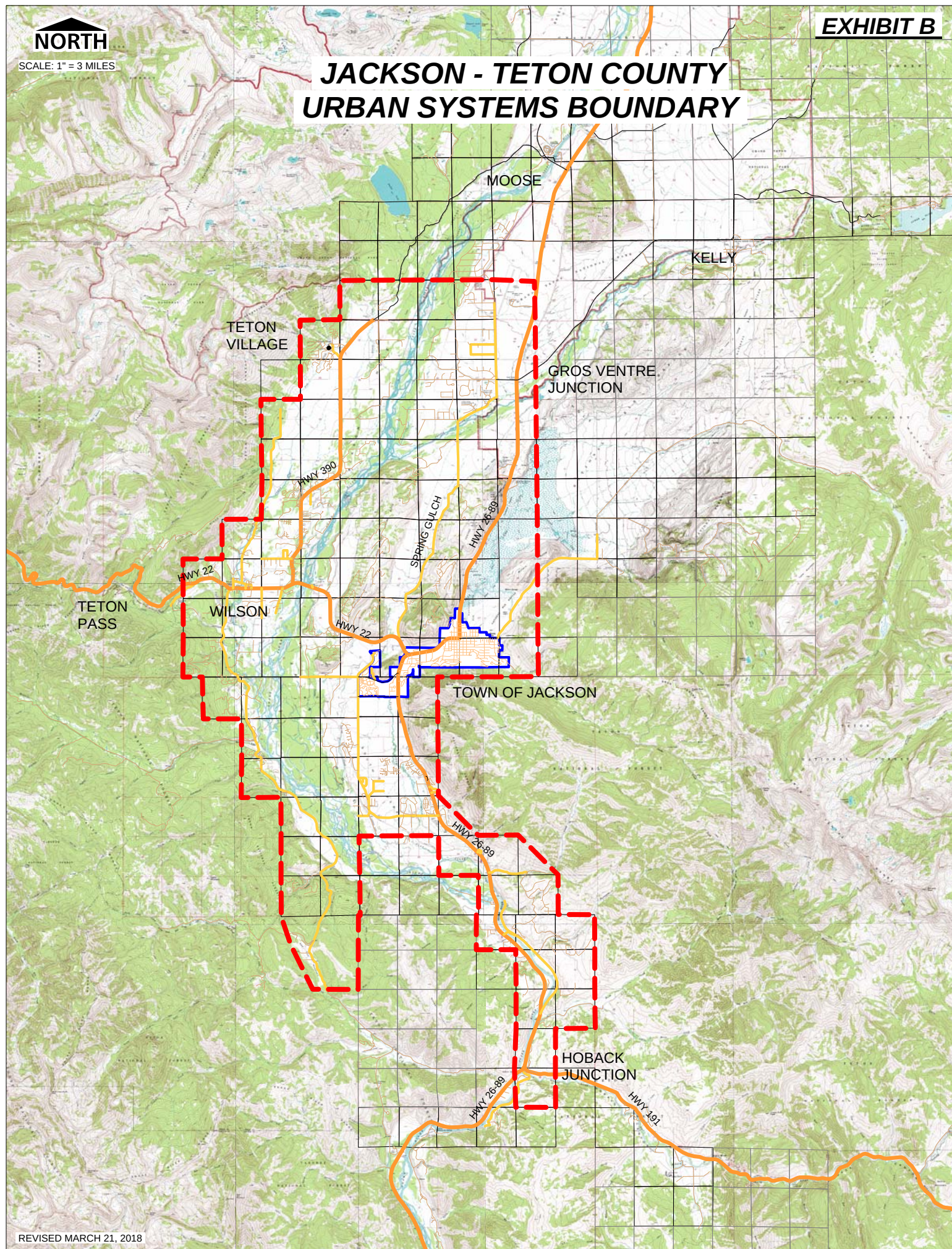
Adopted: April 9, 2018

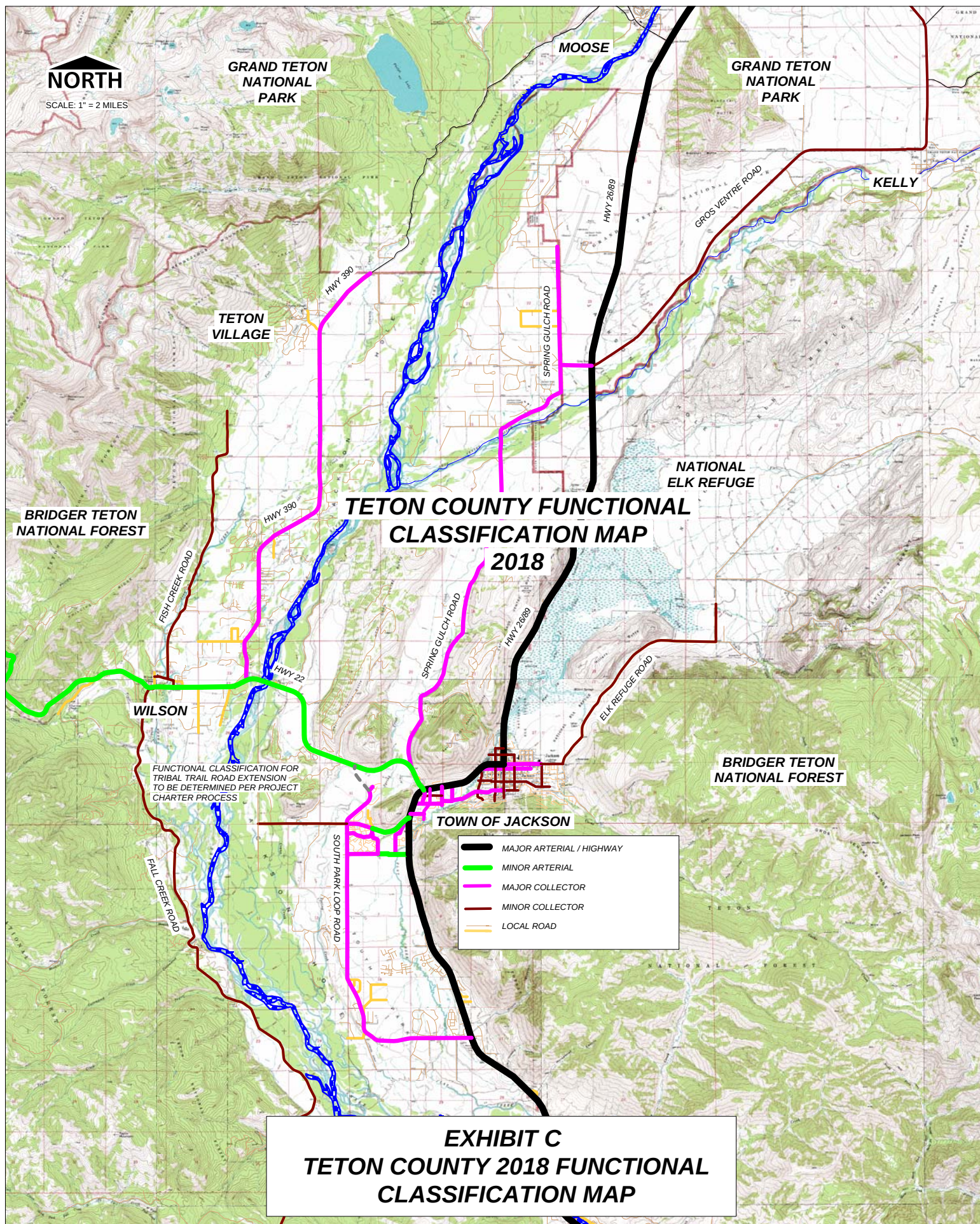


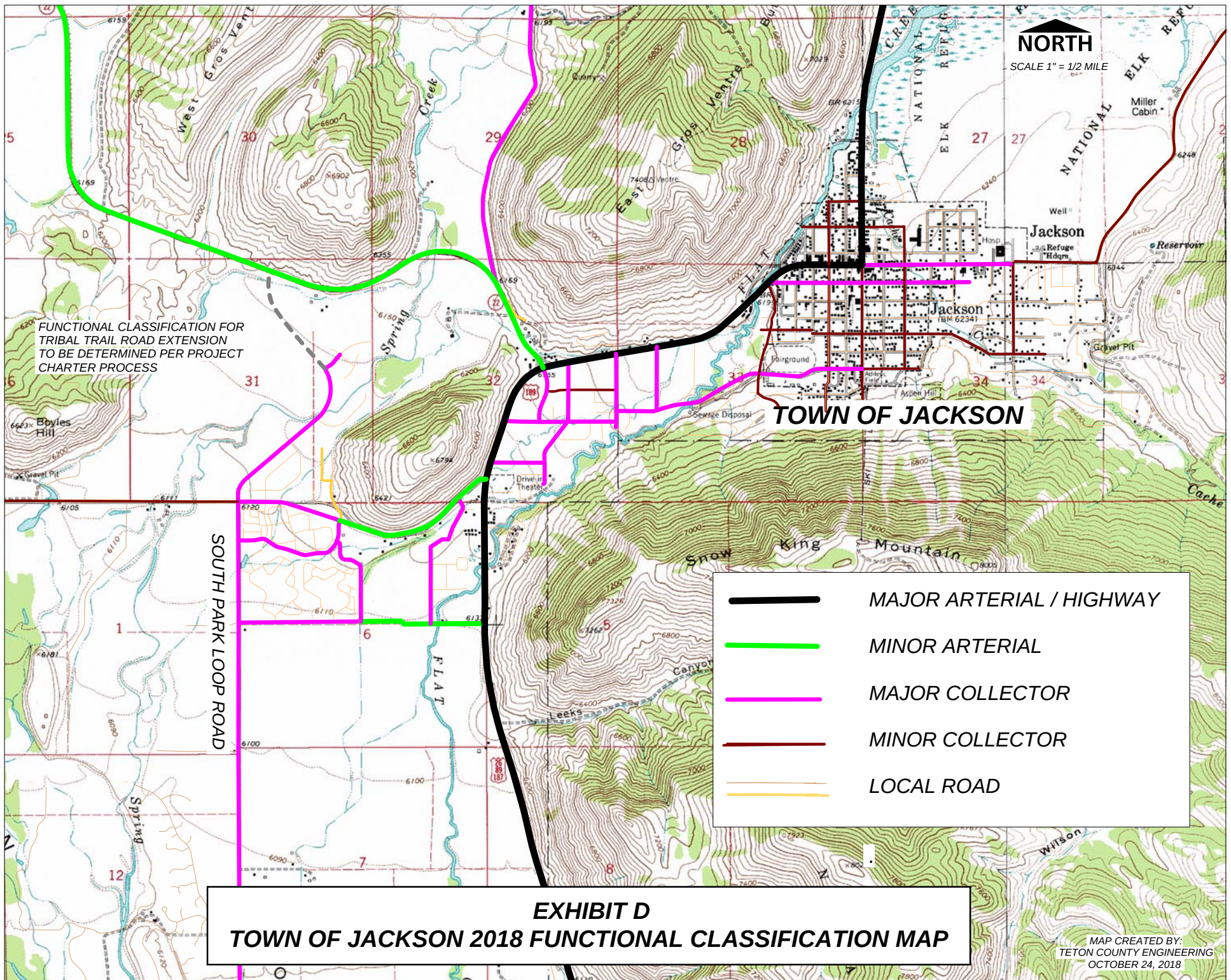
SCALE: 1" = 3 MILES

EXHIBIT B

JACKSON - TETON COUNTY URBAN SYSTEMS BOUNDARY









**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

**JOINT INFORMATION MEETING
AGENDA DOCUMENTATION**

PREPARATION DATE: October 31, 2018
MEETING DATE: November 5, 2018

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

SUBJECT: New Special Restriction Templates

STATEMENT/PURPOSE

Approval of standard special restriction templates reflecting the updates to the Housing Standards in the Town of Jackson and Teton County Land Development Regulations (LDRs), and the updates to the Jackson/Teton County Housing Department Rules and Regulations (Housing Rules and Regulations).

BACKGROUND/ALTERNATIVES

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.

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- 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 restrictions, 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 of 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
 - Amendments 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 ensuring 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.

ATTACHMENTS

- Affordable Ownership Restriction
- Restated Affordable Ownership Restriction
- Affordable Rental Restriction
- Workforce Ownership Restriction
- Restated Workforce Ownership Restriction
- Workforce Rental Restriction

FISCAL IMPACT

N/A

STAFF IMPACT

Housing and Legal staff have spent a significant amount of time drafting and reviewing the standard restriction templates. Housing staff will work with developers and owners to record appropriate restrictions on restricted units as they are built and will collaborate with planning staff to conduct outreach to educate local development professionals about the changes to the restrictions. Housing and Legal staff will also be impacted significantly facilitating sales, conducting compliance, and conducting annual reporting as units are added to the supply. County Clerk staff will be impacted as restrictions need to be recorded in the Clerk's office. All impacts on Housing staff have been included in the FY18/19 work plan for the department that was provided to the elected officials during the budget review and is available on the department's website: jhaffordablehousing.org.

STAKEHOLDER ANALYSIS

Stakeholders include the local community members and employers who are seeking to secure housing for themselves or their employees, developers who are building restricted housing, and tourists who seek amenities and other products or experiences that are provided by our workforce.

LEGAL REVIEW

Reviewed by Audrey Cohen Davis, Lea Colasuonno, and Keith Gingery.

RECOMMENDATION

Staff recommends approval of the standard restriction templates.

SUGGESTED MOTION

I move to approve the standard Affordable Ownership, Restated Affordable Ownership, Affordable Rental, Workforce Ownership, Restated Workforce Ownership, and Workforce Rental, restrictions as presented.

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:

**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 Housing Department shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

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 JTCHA or the Housing Department of any monies advanced by JTCHA in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on 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. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development, use or occupancy of the Residential Unit.

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.
- 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. 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.
- C. 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

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Ownership Housing
Located at **Insert property address insert Town of Jackson or Teton County**

This Complete Amendment and Restatement of the insert name of old restriction recorded in the Office of the Teton County Clerk as document number insert doc number of old rest. book of photo insert book number of old rest. pages insert page numbers of old rest. for insert property address is made this Insert day _____ Day of insert month _____, 20__ (the "Effective Date"), by insert name appropriate party from previous restriction and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

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

Click here to enter Legal Description

PIDN:Click here to enter PIN. (the "Land");

WHEREAS, in furtherance of insert the Town of Jackson or Teton County, Wyoming's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval forClick here to enter name of development and FDP #.) (the "Approval"), Owner was required to Click here to enter how many units are being provided. provide:

Click here to enter description of unit, income range, and location.

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the insert approval type. FDP, CUP, or other Approval, Owner was required to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a "Qualified Household";

WHEREAS, consistent with the foregoing, the Property is subject to those certain insert name of old restriction recorded insert date of recording of old rest. as Document number insert doc. number of old restriction in book of photo insert book no. pages insert page numbers (the "insert year of recording Special Restrictions");

WHEREAS, in accordance with Section insert section number of the insert recording year Special Restrictions, the Special Restrictions may be modified with the written consent of insert who can consent .

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

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

WHEREAS, in accordance with such Section insert section number of the insert year of recording of old rest. Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction (“Special Restrictions”);

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, the Jackson/Teton County Affordable Housing Department (collectively “Housing Department”) and 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 Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, undersigned 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 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 Housing Department shall use reasonable efforts to close the purchase within ninety (90) days of such notice.
- 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 JTCHA or the Housing Department of any monies advanced by JTCHA in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on 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. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development, use or occupancy of the Residential Unit.

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.
- 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. 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.
- C. 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 Affordable Rental Housing
Located at Type Address, insert The Town of Jackson or Teton County**

These Special Restrictions for Affordable Rental 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 add legal description of property.

PIDN: Click here to type 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 Rental 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 Unit Complex").

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, in accordance with the _____ Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

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

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“Qualified Household”):
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. 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”).
 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 any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as 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.

7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.
- 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. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum monthly rental rate for [insert median family income range] is: [insert the low end of the median family income range] multiply by [thirty percent (30%) and divide by twelve (12) = _____. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. 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.
- K. 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.
- L. 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.

- M. Insurance. 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.
- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner’s association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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.

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 5. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development, use or occupancy of the Residential Unit Complex.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. 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. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, and its 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 an 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.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns 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 name of LLC or other entity.

Click here to enter Name and Title of authorized signer.

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Special Restrictions for
Employee Housing was acknowledged before me by Click here to enter Name of signer.as Click
here to enter title of signer.ofClick here to enter name of entity..

Witness my hand and official seal.

(Seal)

Notary Public

INSERT THE TOWN OF JACKSON OR TETON COUNTY:

Insert name of Mayor or Chair, insert Mayor or Chair

ATTEST:

Insert name of Town or County Clerk, insert Town Clerk or County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by insert 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:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me byClick here to enter name of Housing Manager., as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

**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 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 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 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 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. 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. 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). 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 bankrupt or 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 in involuntary bankruptcy 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, or if a petition is filed for the reorganization of Owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.
- 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, 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 Housing Department shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

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.

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 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.

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.
- 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, or declares bankruptcy, 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.

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 of [Click here to enter month.](#), 20[Click 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

COMPLETE AMENDMENT AND RESTATEMENT

Special Restrictions

For Workforce Ownership Housing

Located at

Insert property address insert Town of Jackson or Teton County

This Complete Amendment and Restatement of the insert name of Special Restriction recorded in the Office of the Teton County Clerk as document number enter doc number book of photo insert book number pages insert page numbers for insert property address is made this _____ Day of _____, 20__ (the "Effective Date"), by insert name appropriate party from previous restriction and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

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

Insert legal description

PIDN: insert property identification number (the "Land");

WHEREAS, as a condition of its insert approval type (FDP, CUP etc.) (insert approval number), dated _____, 20__ for the _____ to insert the Town of Jackson or Teton County (the "Approval"), Owner was required to dedicate _____ (insert appropriate term, e.g. units, number of bedrooms, square footage, etc.) as _____ (insert appropriate term, e.g. employee housing, attainable, etc.) to be owned or rented by households who work in Teton County and will occupy the units as their sole primary residences (the "Residential Units");

Click here enter appropriate description

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

WHEREAS, consistent with the foregoing, the Land is subject to those certain insert name of Special Restrictions recorded insert date recorded as Document number insert doc number in book of photo insert book number pages insert page numbers (the "insert year recorded Special Restrictions");

WHEREAS, in accordance with Section insert section number of the insert year recorded Special Restrictions, the Special Restrictions may be modified with the written consent of insert who may consent ;

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

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

WHEREAS, in accordance with such Section insert section of the insert year recorded Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the insert year recorded Special Restrictions by adopting these Complete Amended and Restated Insert name of this new restriction (“Special Restrictions”);

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, the Jackson/Teton County Affordable Housing Department (collectively “Housing Department”) and 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 ("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.
 - a. Occupancy by Owner. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
 - b. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.
- D. Renting. Owners may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. The owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

- H. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. The owner shall keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowner’s association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner’s association, as the same may be adopted from time to time.
- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, Owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

SECTION 4. 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 Housing Department shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

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. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development, use or occupancy of the Residential Unit.

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.
- 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. 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.
- C. 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

**Special Restrictions
for Workforce Rental Housing
Located at insert Town of Jackson or Teton County, Wyoming**

These Special Restrictions for Workforce Rental 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:

Click here to add legal description of property.

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 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 each is a "Residential Unit" and in the aggregate "Residential Unit Complex").

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 _____ Approval, and in consideration of such _____ Approval and 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 Units, Residential Unit Complex and Land 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. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. 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. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime 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.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.
- 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. Household Composition. Only members of the Qualified Household may occupy a Residential

Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

- D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.
- G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year
- I. 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.
- J. 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.
- K. 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.
- L. Insurance. Owner shall keep the Residential Unit Complex continuously insured against physical loss for the full replacement value of the Residential Unit Complex.
- M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such

condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

- N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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.
- O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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, Residential Unit Complex or Owner's property by a court of competent jurisdiction.

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 5. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development, use or occupancy of the Residential Unit Complex.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its 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 an 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.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

Owner:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ for _____, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

Notary Public

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST: _____
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Special Restrictions

10 of 12

Rental Workforce Housing

10 24 2018

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

FINAL DRAFT



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

**JOINT INFORMATION MEETING
AGENDA DOCUMENTATION**

PREPARATION DATE: November 1, 2018

MEETING DATE: November 5th, 2018

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Larry Pardee & Alyssa Watkins

PRESENTER: Larry Pardee, Town Manager

SUBJECT: START Joint Powers Agreement

STATEMENT/PURPOSE

The purpose of this item is to present amendments to the START Joint Powers Agreement (JPA) which were discussed and directed at the retreat in February of 2018.

BACKGROUND/ALTERNATIVES

The Town Council and the County Commission discussed potential amendments to the START JPA at the February joint retreat this year and the Town Council directed the Town Attorney to prepare draft amendments based on the discussion. Adopting the changes as proposed provides some clarification for the START Board and the Transit Director in managing daily operations and expectations for decision making and the changes should have a positive impact moving forward. The requested changes were focused on:

- Clarifying the role of the START Board as it relates to broad policy decisions.
- Clarifying the role of the START Board for decisions that would affect the adopted budget.
- Clarifying the purpose of the operating plan and its relation to the budget.
- Communicating decisions that may affect the broader public, existing policy and the approved budget.
- Clarifying that internal operational and management decisions are made by the Transit Director as approved by the Town Manager.
- Clarifying that no new obligations regarding management, control, maintenance or supervision of property facilities or programs that significantly impact the broader public, the budget, or deviate from existing policy can be approved by the Board without the Town and County's approval. Clarifying that the START Board can enter into contracts so long as they are within the approved budget, operating plan and policies already approved by the Town and County.

As noted in the previous staff report, Audrey Cohen-Davis, Town Attorney reviewed the START JPA and spent notable time carefully listening to the audio from the meeting to ensure all points were captured and addressed in the proposed third amendment to the agreement. The Town Attorney also met with Transit Director, Darren Bruggmann along with administrative staff from the Town and provided the proposed amendments to County

staff, and the START board for further review and comment. The amendments proposed accurately reflect the Council and Commissions discussion and direction provided at the retreat.

Due to the issues associated with budget approval, administrative decision making, and the political nature of rates, fares, routes and funding, the Town Manager and County Administrator would like to suggest as we work forward into the future with the Elected officials on the JPA, that we transition the START Board into more of an advisory role similar in nature to the Parks and Recreation Board.

The attached draft JPA Amendment as presented from the Legal Department, reflects their understanding of direction provided from the Town Council and County Commission, and staff is in general support of the attached draft. Also, staff offers a few different/alternative points for your discussion and consideration today:

1. Staff recommends a minor change in this section: Page 2. – Paragraph 5 Section, last sentence (strike “and” replace with “or”): Any significant changes or deviations that may affect the broader public, existing policy ~~and or~~ the approved Budget shall be approved by the Parties.
2. Staff is not sure the verbiage the Elected’s proposed actually matches their intent and/or is clear for future readers, and it might be helpful for them to see an alternate option for consideration, staff offers this option: Page 2. – Paragraph 8 Section, 2nd to last sentence (add “Bottom line” and end sentence after budget. Remove “except for internal operational and expenditures”): Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved ~~bottom line Budget; except for internal operational and expenditures.~~
3. Staff’s question is “Does the START Board truly have independent authority to sign contracts and, if yes, is the designation through this agreement the basic mechanism by which to allow that?” If it’s an option, staff believes the Town Council and BCC should definitely understand the choice in front of them on this point: Pg. 3. – Paragraph 10 Section, last sentence (delete “Town Attorney and County Attorney” and replace with “Town Council”): All contracts with such organizations shall be approved, in advance, by the ~~Town Attorney and County Attorney~~ Town Council.

The Council and Commission have many options to consider including:

1. Approve the draft Third Amendment to the START JPA as presented and direct the Town Attorney to send the amendment to the Wyoming Attorney General for approval.
2. Approve the draft Third Amendment to the START JPA with the additional changes 1-3 as noted above and direct the Town Attorney to send the amendment to the Wyoming Attorney General for approval.
3. Adopt the amendments and direct staff to draft further amendments to the START JPA to reflect the role of the START Board as more of an advisory role.
4. Discuss the proposed amendments and continue the item to the next available Joint Information Meeting (JIM).
5. Take no action thereby keeping the current START JPA intact.
6. Other.

ATTACHMENTS

DRAFT Third Amendment to the Agreement establishing Jackson-Teton County Joint Powers Transit System.

FISCAL IMPACT

There are no direct fiscal impacts to adoption of this third amendment.

STAFF IMPACT

The staff impact of preparing the amendment is notable in that the Town Attorney spent considerable time drafting and confirming direction provided from the JIM retreat in February. Additional follow up staff time will be spent on submitting the amendment to the Wyoming Attorney General for review and approval,

obtaining signatures from the Mayor and Commissioner Chairman and Clerks, and scanning and archiving the document in the permanent records of the Town of Jackson.

The staff impact of the changes is positive in that the changes clarify to a certain extent the role of the Board in making decisions.

As noted above, the Town Manager and County Administrator both encourage our Town Council and County Commission to consider future further refinements to the agreement to reflect more of an advisory role for the START board.

STAKEHOLDER ANALYSIS

The stakeholders involved in this item include the START Board, Town Council, and County Commission in that the amendments to the agreement help clarify the START Board's role in certain situations. The Transit Director is a stakeholder in that he desires clarification in terms of the Board's role on various issues. The Town Manager and County Administrators are stakeholders because they are invested in the success of this department and the Town Manager directly supervises the Transit Director and monitors budget expenses and the impact of decisions on the budget. The community is a stakeholder because public dollars are spent to provide efficient and effective transportation options and because they are served by START Bus.

LEGAL REVIEW

Complete. The Third Amendment was prepared by the Town Attorney and reflects the direction provided at the JIM Retreat in February of this year. The amendment was also reviewed by the County Attorney's office.

RECOMMENDATION

The Town Manager and County Administrator recommend the JPA be approved as the Third Amendment to the START JPA.

SUGGESTED MOTION

Should the Town Council and County Commission be ready to take action, one possible motion would be:

I move to approve the draft Third Amendment to the START JPA with the additional changes 1-3 as noted above and direct the Town Attorney to send the amendment to the Wyoming Attorney General for signature.

THIRD AMENDMENT TO THE AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Third Amendment to the Agreement Establishing Jackson-Teton County Joint Powers Transit System is made and entered into to be effective as of the _____ day of _____, 2018, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "Town", and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, The Town of Jackson and Teton County entered into an Agreement establishing the Jackson-Teton County Joint Powers Transit System ("JPA") on September 4, 2001; and

WHEREAS, a First Amendment to the JPA effective June 6, 2011 was made to reflect a financing split for sales tax distributions; and,

WHEREAS, a Second Amendment to the JPA effective on June 12, 2015 amended the JPA to reflect a change in the hiring, dismissal, and management of the Transit Director; and,

WHEREAS, the parties wish to further amend the JPA to clear up ambiguities on the role of elected officials and the delegation of authority to the START Board in connection with the method of operation, operating plan, budget, facilities, ~~and~~ agents and employees of START.

NOW THEREFORE, it is hereby resolved by the Town and County in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

Paragraph 5. Delegation of Authority for Operation, Regulation, Control and Maintenance of Property, Facilities and Programs, shall be amended to change the title of the paragraph and to ~~with the following that~~ reflects a clarification on decisions affecting existing policy of the Parties.

Delegation of Authority for Operation, Regulation, Control and Maintenance of Property and Programs:

The Board is hereby delegated the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment ~~and facilities~~. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the ~~approved~~ operating plan submitted by the Board with the Budget ~~and ultimately~~ approved by the Parties. Any significant changes or deviations that may affect the broader public, existing policy ~~and~~ the approved Budget shall be ~~approved by~~ communicated to the Parties.

Paragraph 8 shall be amended to reflect clarification on the operating plan:

The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline March 20th ~~of~~ each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on ~~a quarterly~~/seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget, except for internal operational ~~and expenditures management decisions~~. Notwithstanding the

foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

Paragraph 9. Method of Operation, *paragraph 2*, shall be amended with the following that reflects a clarification on the day to day control, management, supervision, operation and regulation of the transit system ~~and facilities~~:

Within the foregoing constraints, the day to day control, management (including special event management), supervision, operation and regulation of the transit system ~~and facilities~~ shall be under the administration of the Board. No *new* obligations to engage in the management, control, maintenance or supervision ~~of~~ property, facilities or programs that may significantly impact the broader public, the approved Budget or ~~which deviates~~ *deviation* from existing policy may be delegated to the Board by the Town or County, or assumed by the Board, without the approval of both of the Parties. No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

Paragraph 10. Agents and Employees, *paragraph 1*, shall be amended with the following that reflects a change in the authority regarding contracts, which shall now read as follows:

The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services or, funding ~~or facilities~~ needed to carry out the purposes of this Agreement within the approved Budget, operating plan and policies approved by the Parties for each year. All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

By: _____
Pete Muldoon, Mayor

_____ Dated

Attest:
By: _____
Sandy Birdyshaw, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: _____
Mark Newcomb, Chair

_____ Dated

Attest:
By: _____
Sherry Daigle, County Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

In accordance with Wyo. Stat. §16-1-105(a)(ii), I hereby certify that the foregoing Third Amendment to the Agreement establishing the Jackson-Teton County Joint Powers Transit System was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and Law of the State of Wyoming. The approval of this Third Amendment to the September 4, 2001 Agreement Establishing Jackson-Teton County Joint Powers Transit System is limited to the terms and conditions of the Agreement and Amendment themselves, and the approval does not extend to any activities, services, project or financing of any activities, services or project contemplated under the Agreement or Amendment.

Approved this ____ day of _____, 2018.

ATTORNEY GENERAL

By: _____
Peter Michael
Attorney General
State of Wyoming



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

**JOINT INFORMATION MEETING
AGENDA DOCUMENTATION**

PREPARATION DATE: November 1, 2018

MEETING DATE: November 5, 2018

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Alyssa Watkins & Larry Pardee

PRESENTER: Alyssa Watkins, BCC Administrator

SUBJECT: Jackson Hole Fire/EMS Joint Powers Agreement

STATEMENT/PURPOSE

The purpose of this item is to present proposed amendments to the JH Fire/EMS Joint Power Agreement (JPA) which better reflect existing conditions and clarify the role of the Town of Jackson as it relates to collective bargaining.

BACKGROUND/ALTERNATIVES

Based in part on direction given at the joint retreat held in February of this year, Town and County staff have begun a review of existing JPAs to ensure alignment between existing policy and practice, and to identify areas in need of edit or amendment.

Staff identified several areas of the Fire/EMS JPA that would benefit from updates, and those proposed changes are before the Commission and Council today. Specifically, the proposed edits seek to reflect an understanding between the Town of Jackson and Teton County in the event of collective bargaining between Teton County as the corporate authority and an exclusive bargaining agent, to clarify the title and role of the Fire Chief, to clarify liaison roles, to delete references to the Teton Emergency Responders Association because that association is not currently in existence, and to clarify the roles of the County Commissioners' Administrator and Town Manager in regards to the Fire Chief.

ATTACHMENTS

Draft First Amendment to the Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services

Draft Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Service, ***with proposed edits in text for illustrative purposes only***

FISCAL IMPACT

There is no fiscal impact associated with adoption of this first amendment.

STAFF IMPACT

The primary staff impacts occurred in the drafting of the amendment. Approval will require additional staff time to finalize and implement the amendment, including submitting it to the Wyoming Attorney General for review and approval. The changes will have a positive staff impact by creating clarity in the alignment of policy with practice.

LEGAL REVIEW

The amendment was reviewed by both the County and Town Attorneys' Offices.

RECOMMENDATION

The County Commissioners' Administrator and Town Manager recommend the amendment be approved.

SUGGESTED MOTION

I move to approve the draft First Amendment to the Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services as presented.

FIRST AMENDMENT TO THE TOWN OF JACKSON AND TETON COUNTY JOINT POWER AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This First Amendment to the Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services is made and entered into to be effective as of the ____ day of ____, 2018, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as “Town”, and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, The Town of Jackson and Teton County entered into a Joint Power Agreement for Fire and Emergency Medical Services on August 29, 2014;

WHEREAS, the parties desire to amend the JPA to reflect an understanding between the Town of Jackson and Teton County in the event of collective bargaining between Teton County as the corporate authority and an exclusive bargaining agent, to clarify the title and role of the Fire Chief, to clarify liaison roles, to delete references to the Teton Emergency Responders Association because said association is not currently in existence, and to clarify the roles of the County Commissioners' Administrator and Town Manager in regards to the Fire Chief,

NOW THEREFORE, it is hereby resolved by the Town and County in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree to the following changes:

Paragraph 3 Names

Deletion of “Chief of Fire and Emergency Services” and insert “Fire Chief”

Paragraph 4 Powers Delegated and Roles of the Parties and Chief

The Paragraph shall now read as follows:

4. Powers Delegated and Roles of the Parties and Chief.

To minimize confusion as to the roles and responsibilities of the Parties hereto, the Chief and staff utilized, the Parties identify such roles and responsibilities as follows:

(a) The Chief shall have the power to manage the day-to-day affairs of the Department. This shall include overseeing personnel and administering and implementing the rules, regulations, and policies, in the daily management of the Department. The Chief shall hire, terminate, and discipline the Department's employees in accordance with the Teton County Personnel Policies. The Chief shall develop and approve Standard Operating Procedures and Protocols by which the Department operates. The Chief shall be hired, fired, disciplined, and supervised by the County Commissioners' Administrator, in consultation with the Town Manager.

(b) Teton County and the Town of Jackson shall be involved in any and all decisions, and approval shall be necessary from both parties concerning capital expenditures, and land acquisitions. All proposals to place a proposition for the Specific Purpose Excise Tax (SPET) on the ballot shall originate with the Parties. Through their financing function, the Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. Neither the Town nor the County have an obligation to fund the Department.

Paragraph 6 Member Volunteer Association is deleted in its entirety

Paragraph 14 Collective Bargaining is added as follows

14. Collective Bargaining. In the event of collective bargaining, the Town of Jackson shall be provided the option to attend collective bargaining negotiations and discussions between Teton County and a duly organized union. Prior to entering into a written collective bargaining agreement affecting the financing of the Department, Teton County

shall obtain approval of the terms of such written collective bargaining agreement from the Town of Jackson as it pertains to issues affecting financial implications for the Town and funding allocations as set forth in Paragraphs 7(c-e), 8, 10, and 11.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

By: _____
Pete Muldoon, Mayor

Dated _____

Attest:
By: _____
Sandy Birdyshaw, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: _____
Mark Newcomb, Chair

Dated _____

Attest:
By: _____
Sherry L. Daigle, County Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

In accordance with Wyo. Stat. §16-1-105(a)(ii), I hereby certify that the foregoing First Amendment to the agreement establishing the Jackson Hole Fire/EMS Department was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and Law of the State of Wyoming. The approval of this First Amendment to the August 29, 2014 Joint Power Agreement for Fire and Emergency Services is limited to the terms and conditions of the Agreement and Amendment themselves, and the approval does not extend to any activities, services, project or financing of any activities, services or project contemplated under the Agreement or Amendment.

Approved this ____ day of _____, 2018.

ATTORNEY GENERAL

By: _____

Peter K. Michael
Attorney General
State of Wyoming

THE TOWN OF JACKSON AND TETON COUNTY JOINT POWER AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This agreement is made and entered into to be effective as of the _____ day of _____, 2014, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as “Town”, and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, Wyoming Statutes §16-1-101, et. seq., Intergovernmental Cooperation, allows for two (2) or more agencies to enter into agreements with each other for joint or cooperative action; and

WHEREAS, this Joint Power Agreement is created pursuant to W.S. §16-1-105 and it is specifically recognized that this agreement does not create a separate legal entity, nor is this agreement created or governed by W.S. §16-1-106 Joint Powers Boards; and

WHEREAS, Wyoming Statute §18-3-509(a)(ii) allows for the County to provide fire protection jointly with one (1) or more municipal corporations; and

WHEREAS, Wyoming Statute §15-1-103(a)(xxiii)(C) provides for the Town to make cooperative agreements for fire protection in accordance with Wyoming Statute §15-1-121(a)(ii); and

WHEREAS, Teton County and the Town of Jackson (hereinafter referred to as “Parties”) have determined that there is a need within Teton County and the Town of Jackson for consolidation of the Fire and the Emergency Medical Services and shall be combined into the Jackson Hole Fire/EMS Department (hereinafter referred to as the Department); and

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County are expending funds and assisting in the support of fire and emergency medical services; and

WHEREAS, the Town and County have operated the Jackson Hole Fire/EMS Department for the past 10 years under the 2004 Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services, which expires this year.

NOW THEREFORE, it is hereby resolved by the Town and County in separate meetings duly assembled, and in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to jointly provide for Fire Protection and Emergency Medical Services within Teton County and the Town of Jackson, which shall be called the Jackson Hole Fire/EMS Department.

2. **Duration.** This agreement shall commence on the date of approval by the Wyoming Attorney General, following the adoption and approval of this agreement by both parties hereto, and shall terminate ten (10) years from said date of adoption and approval, unless sooner terminated or extended as hereinafter provided.

3. **Name.** This agreement creates the Jackson Hole Fire/EMS Department, which is a cooperative action between the Town and County. The Department shall be managed by a ~~Chief of Fire and Emergency Services~~Fire Chief (hereinafter referred to as "Chief").

4. **Powers Delegated and Roles of the Parties and the Chief.**

To minimize confusion as to the roles and responsibilities of the Parties hereto, the Chief and staff utilized, the Parties identify such roles and responsibilities as follows:

(a) The Chief shall have the power to manage the day-to-day affairs of the Department. This shall include overseeing personnel and administering and implementing the rules, regulations, and policies, in the daily management of the Department. The Chief shall hire, terminate, and discipline the Department's ~~paid~~ employees in accordance with the Teton County Personnel Policies. ~~The Chief shall approve or disapprove of nominations submitted by the Volunteer Firefighters and Emergency Medical Services Association for Operational Officers.~~ The Chief shall ~~report to the Teton County Commissioner's Administrator for day to day management.~~ develop and approve Standard Operating Procedures and Protocols by which the

~~Department operates. The Chief shall be hired, fired, disciplined, and supervised by the County Commissioners' Administrator, in consultation with the Town Manager. The Chief shall develop and approve Standard Operating Procedures and Protocols by which the Department operates.~~

(b) Teton County and the Town of Jackson shall be involved in any and all decisions, and approval shall be necessary from both parties concerning capital expenditures, and land acquisitions. All proposals to place a proposition for the Specific Purpose Excise Tax (SPET) on the ballot shall originate with the Parties. ~~In addition, the power to hire and fire the Chief of the Department shall lie in the sole discretion of the Parties.~~ Through their financing function, the Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. Neither the Town nor the County have an obligation to fund the Department. ~~The Teton County Board of County Commissioners shall appoint a member of the Teton County Board of County Commissioners to serve as a liaison from Teton County and the Town of Jackson to the Department. The liaison shall be known as the Fire Commissioner and shall have no independent decision making powers separate from the governing bodies of Teton County and the Town of Jackson and shall serve as a liaison to facilitate communication.~~

5. Ownership of Facilities. The fire and emergency medical services facilities, including leased property, and all of the facilities currently located upon them, as well as equipment currently utilized by the Department, shall continue to be the sole property of the respective Party that currently has ownership. Each Party shall be deemed to own a one-half (1/2) undivided interest in certain equipment and facilities as noted in a schedule attached hereto as "Schedule of Co-Owned Equipment." Future acquisitions of property must be designated as co-owned or as solely owned by one party at the time of the acquisition. If property is not designated at time of acquisition, the default shall be co-ownership with each party having a one-half (1/2) undivided interest in the equipment or facility.

~~**6. Member Volunteer Association.** A member association shall be incorporated in the State of Wyoming as a non-profit corporation. The member~~

~~association, currently formed and known as Teton Emergency Responders Association, shall automatically include in its membership all volunteer personnel of the Department. Neither the Chief, nor any paid personnel of the Department, shall hold membership in this association. The Teton Emergency Responders Association is authorized to utilize the Department's facilities and equipment for the purpose of fundraising for the benefit of the Department. The Town and County, pursuant to Wyoming Statute 35-9-601(h), specifically recognize the Department as a volunteer fire department.~~

7. Special Fire Fund:

(a) Wyoming Statute §18-3-509(b)(i) stipulates authority for the fire protection levy and administration of the Special Fire Fund. Statutory provisions allow the Board of County Commissioners discretion within its annual budget for the purchase of fire equipment or for the maintenance and support of fire protection to annually levy a tax of not more than one (1) mill on the taxable valuation of the property in the county except property within any incorporated city or town or rural fire district; proceeds from the levy shall be kept in a special fund by the county treasurer and used solely for the purpose of fire protection. Expenditures of the Special Fire Fund are the sole responsibility of the Teton County Board of County Commissioners, and the special fire fund cannot be administered jointly or the power to administer be delegated.

(b) All expenditure and revenue transactions pertaining to fire protection and/or toward the purposes stated in paragraph (a) above, shall and will continue to be recorded in the separate Special Revenue Fund as part of Teton County reporting entity. This special revenue fund is referred to as the Special Fire Fund.

(c) The Town of Jackson and Teton County will each contribute the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions for the costs of operating all the fire protections services; excluding any costs associated with fire protection for the area known as Station 5, Alta.

(d) On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of the actual monthly operational costs incurred by Teton County for such fire protection services.

(e) On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of the actual monthly costs incurred by Teton County for capital expenditure or projects pertaining to fire protection. Each such expenditure will be itemized separately on the invoice.

8. Financing and Budget.

(a) General Finance. All expenditure and revenue transactions pertaining to the Department shall be recorded in a separate Special Revenue Fund that will be part of the Teton County reporting entity. This special fund shall be called the Fire/EMS Fund (hereinafter referred to as "Fund"). The Town and County shall contribute the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions in contributions to the Fund, so long as all expenditures are in compliance with previously approved appropriations.

The annual fiscal year contribution shall be calculated in the prior year during the annual budgeting process. The combined contributions from the Parties will be the difference between the projected ending fund balance (on a modified accrual basis) and the agreed-upon targeted fund balance. The estimated fund balance calculation for the fiscal year of the contribution shall be calculated as follows:

Estimated Beginning Fund Balance
Plus (+): All Estimated Program Sources (revenues)
Minus (-): All Estimated Program Uses (expenditures)
Equals (=): Estimated Fund Ending Balance

Subject to County invoicing, the Town will remit one-twelfth (1/12) of the approved annual contribution on a monthly basis throughout the fiscal year. All expenditures and revenue pertaining to the Fund will be paid/received by Teton County and recorded as a debit/credit to the Fund. The Town will not accept Department revenue or incur Department expenditures other than through Teton County, except grant proceeds and grant-related expenditures where the Town of Jackson is the grantee.

(b) Budgeting Procedures. The Department is required to comply with both Parties' budgetary procedures, which includes format and timing requirements for appropriation requests. All appropriations and budgeted revenue need approval from both Parties before the budget is considered approved. Adjustments to appropriations

and budgeted revenue through the fiscal year require the approval of both Parties. The Department will comply with both Parties' supplemental appropriation process. The Department is required to comply with both Parties' Capital Improvement Plan (CIP) procedures, which include formal and timing requirements for project submittal.

(c) Fund Balance (Reserves). The fiscal year ending fund balance, calculated on the modified accrual basis of accounting, of the Fund will be reported by the County to the Town as soon as the Teton County Audited Financial Statements are published.

The desired level of the reserves, or the targeted fund balance, will be proposed by Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund shall be with the Town of Jackson and Teton County each owning the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distribution. Investment of idle funds must be done in compliance with the Teton County investment policy and Wyoming Statutes.

9. Auditor Recommendations. The Parties intend to abide by all recommendations of their auditors. Recommendation of the parties' auditors proposed after the date hereof shall be deemed incorporated herein as they may be made from time to time.

10. Financing of Operations and Capital Expenditures. For purposes of timing, financing operations, capital expenditures and budgeting, the Board shall be controlled by the more restrictive of the statutory fiscal procedures applicable to the Town and County. The funding of the Department shall be a negotiated process pursued in good faith by the sponsoring entities.

11. Methods of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and to take advantage of established fiscal, personnel, insurance and other arrangements, the Department shall operate as if it were a department of the County. This includes, but is not limited to utilizing the following: County personnel policies, County fiscal management and auditing, County retirement and health and medical insurance, and County casualty and personal liability insurance. The final approved budget of the Department shall be within the County's

budget and the County shall be responsible for performing all required audits and reporting to appropriate agencies. All employees of the department shall be employees of Teton County, which shall be responsible for direct withholding and payment of all compensation, fringe benefits, employment taxes, workers' compensation, or other recompense, but subject to contribution by the Town of a percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of all sums. Property which is solely owned by the Town shall be insured by the Town. Any property in which the County has an ownership interest shall be insured by the County. All contracts entered into by the Department shall be approved by solely the County.

12. Termination or Extension of Agreement. This agreement may be terminated by the resolution of either the Board of County Commissioners of Teton County, Wyoming, or the Town Council of the Town of Jackson; provided, however, that neither party shall be permitted to terminate this agreement or its obligations hereunder if said termination, or the manner of termination, constitutes a breach of any contract for the lease, use or hiring of any facilities, property or services. Upon such termination, all properties belonging to one of the parties which provided the property as hereinabove designated, shall revert to and be the sole and separate property of that party. All properties jointly provided or funded by the parties hereto shall be by mutual agreement between the parties.

13. Prior Agreements. This agreement shall supersede any and all prior agreements between the parties with respect to the operation and maintenance of the Department and all such related facilities, and any prior agreements are hereby rescinded and rendered null and void. This agreement specifically supercedes the 2004 Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services. This agreement contains the entire agreement between the parties concerning the establishment of the Department for the operation of fire and emergency medical services.

Paragraph 14. Collective Bargaining. In the event of collective bargaining, the Town of Jackson shall be provided the option to attend collective bargaining negotiations and discussions between Teton County and a duly organized union. Prior to entering into a written collective bargaining agreement affecting the financing of the Department, Teton County shall obtain approval of the terms of such written collective bargaining agreement from the Town of Jackson as it pertains to issues affecting financial implications for the Town and funding allocations as set forth in Paragraphs 7(c-e), 8, 10, and 11.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

By: _____
Mark Barron, Mayor

Attest:
By: _____
Olivia Goodale, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: _____
Hank Phibbs, Chair

Attest:
By: _____
Sherry Daigle, County Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

I hereby certify that the foregoing agreement establishing Teton County/Jackson Fire and Emergency Department was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and Law of the State of Wyoming.

ATTORNEY GENERAL

Peter Michael



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

**JOINT INFORMATION MEETING
AGENDA DOCUMENTATION**

PREPARATION DATE: October 31, 2018
MEETING DATE: November 5th, 2018

SUBMITTING DEPARTMENT: Health Department
DEPARTMENT DIRECTOR: Jodie Pond
PRESENTER: Health Department

SUBJECT: Health in All Policies (HiAP) update

STATEMENT/PURPOSE

To present an update on Health in All Policies to Teton County and the Town of Jackson.

BACKGROUND/ALTERNATIVES

In February 2018, the Teton County Health Department was directed by the Board of County Commissioners and the Jackson Town Council to create a Health in All Policies work group. Since that time a work group has been created and includes Teton County Health Department, Teton County/Jackson Parks and Recreations, Teton County Administration, Teton County Library, Teton County General Services, Teton County Human Resources, Teton County/Jackson Pathways, Jackson/Teton County Affordable Housing, Town and County Planning Departments. The workgroup has convened and is working on HiAP projects internal to the Town and County.

ATTACHMENTS

- 1) HiAP Goals and Areas of Focus.
- 2) HiAP Project Timeline

FISCAL IMPACT

There is currently no fiscal impact for HiAP.

STAFF IMPACT

The Teton County Health Department staff have been working on the identified projects for HIAP and have developed materials for the HiAP work group meetings. Other staff included in the work group have been participating by attending the workgroup meetings and providing feedback on developed material as drafts are created.

LEGAL REVIEW

Gingery

RECOMMENDATION

There is currently no recommendation for this project.

SUGGESTED MOTION

This staff report is provided for informational update purposes and no action is needed at this time from the elected bodies.

Synopsis for PowerPoint (120 words max):

Teton County/ Town of Jackson Health In All Policies Initiative

In February 2018, the Teton County Health Department Staff was directed by Teton County Board of Commissioners and the Jackson Town Council to create a Health in All Policies (HiAP) work group to determine how to scale HiAP for Teton County and the Town of Jackson.



How the HiAP initiative is structured:

Board of County Commissioners and Town Council

The Electeds will vote on recommendations brought forward by the HiAP work group.

HiAP Work group

The HiAP work group will determine what HiAP initiative items are brought to the Elected Officials. They are tasked with providing feedback on how HiAP will be structured at the Town and County.

Health Department Staff

Is charged with creating materials for the HiAP initiative. Staff will run work group meetings and provide technical assistance to the work group.

The Goals of the HiAP initiative are to:

Develop and put into practice, social, economic and environmental policies that promote health and health equity throughout the Town and County.

Increase the knowledge and understanding of the social determinants of health and the impact of non-health sector policies on health through training and workshops.

Encourage cross-sector collaboration in addressing health-related issues among Town and County agencies.

Primary Focus Areas for the HiAP initiative:

Workplace Wellness

Built Environment

Health Equity

HiAP Project Timeline

Project	Timeline (based on Staff Capacity)	Department Assigned
Add in HiAP introduction for new DD/EO's orientation	November 2018	Health Department
Create a HiAP toolkit/ common language	December 2018 (workgroup will review)	Health Department
Add agenda item into DD meetings to discuss current projects or up and coming projects	In Progress	Jodie to discuss with Alyssa
HiAP goals and focus	Completed	HiAP workgroup
Inventory of HiAP project in Teton County	In progress	HiAP workgroup/ DD's
Send out HiAP information on County newsletter	December 2018	Health Department/ Public Information Specialist
Health/Social Equity Training for Staff	Fall 2019 (will ask for money in budget to be able to provide this training)	Health Department
HiAP resolution	June/July 2019	
Ideas in Development		
HiAP Checklist		
HiAP to Development Review Application		
HiAP question on staff report		