JOINT INFORMATION MEETING
Town Council & County Commissioner Meeting
Monday, September 10, 2018 at 3:00 PM
County Commissioners Chambers
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. August 6, 2018 regular JIM
   B. New Special Restriction Housing Templates (April Norton)

   Documents:
   A_Meeting Minutes 080618JIM.pdf
   B_New Special Restriction HousingTemplates.pdf

IV. DISCUSSION AND/OR ACTION ITEMS
   A. Community Health Needs Assessment (Jodie Pond, 30 Minutes)
   B. Forest Service / Snow King Master Plan Process Discussion (Tyler Sinclair, 45 Minutes)

   Documents:
   A_Community Health Needs Assessment.pdf
   B_Forest Service Snow King Master Plan.pdf

V. MATTERS FROM COUNCIL, COMMISSION, AND STAFF

VI. SET NEXT WORKSHOP AGENDA
   A. 10/1 START Joint Powers Agreement (Larry Pardee, 30 Minutes)
   B. 11/5 Updates to the Fire/EMS Joint Powers Agreement (30 Minutes)
   C. 11/5 START Funding Initiative (30 Minutes)

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.
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: Chairman Mark Newcomb, Natalia Macker, Paul Vogelheim, and Smokey Rhea. Greg Epstein was absent.

Mayor & Council: Mayor Pete Muldoon, Jim Stanford, Hailey Morton Levinson, Bob Lenz, and Don Frank.


Public comment was given by Emmy Bristle regarding the Summer Commuting Program.

Consent Calendar. On behalf of the County, a motion was made by Smokey Rhea and seconded by Natalia Macker to approve items A and B as presented on the Consent Calendar. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve items A and B as presented on the Consent Calendar.

A. Meeting Minutes. To approve the July 2, 2018 regular joint meeting minutes, and special joint meeting minutes dated July 9 and July 16, 2018 as presented.

B. Airport Access Road Rehabilitation Grant. To adopt the proposed resolution and approve the FAA Grant Agreement for Rehabilitation of the Access Road (Phase 1 – South Access Road) at the Jackson Hole Airport, with the FAA obligation under the grant being $2,559,086.

Chairman 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.

A. SPET Process Discussion. This item will be continued indefinitely.

Roxanne Robinson commented on the dates for the SPET process for upcoming elections in 2019.

B. Housing Supply Plan.

April Norton, Housing Director, presented to the Joint Board for consideration of approval the Housing Supply Plan for 2018-2022. The Supply Plan includes Town tasks, County tasks, and Joint tasks with the goal of providing workforce housing. Workforce housing includes employee housing for Town and County employees and housing for our community workforce employed by local businesses.

The meeting recessed for a fire alarm at 3:12pm and reconvened at 3:21pm. Ms. Norton continued her presentation to the Joint Board.

Discussion between the Joint Board and staff included land on Broadway currently leased, Karns Meadow is town owned and will be solely a town project, proposed project properties – Mercill Ave., West Kelly, and Raines, all historic structures on Mercill property.

There was no public comment.

Discussion among the Joint Board include capital projects – Mercill Ave., not evicting the Historical Society at this time and town project at Flat Creek Drive (Karns Meadow) – do not need to be included in this plan, Raines property should be targeted immediately for development, JHHSM and TC Historic Preservation Board are working to find a new place – no current solution, amend or approve the Housing Supply Plan as presented, comfortable with the plan as presented and puts the plan at the forefront but a lot to happen before moving forward with some projects, saving a historic building and where to locate it, action on
properties not encumbered, potential loss of historic structures, flexibility in the RFP process to
direct the developer to find a location for historic buildings, retain space on the lot for at least
one building, property on Broadway (4 acres), does the Work Plan mesh with the Supply Plan.

On behalf of the County, a motion was made by Paul Vogelheim and seconded by Natalia
Macker to approve the Housing Supply Plan 2018-2022 as presented. Chairman Newcomb
called for the vote. The vote showed 3-1 in favor with Commissioner Rhea opposed and the
motion carried on behalf of the County.

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Don
Frank to approve the Housing Supply Plan 2018-2022 as presented. Mayor Muldoon called for
the vote. The vote showed all in favor with and the motion carried on behalf of the Town.

C. Parks and Recreation Completed Strategic Plan Presentation.
Steve Ashworth, Director of Parks and Recreation, presented to the Joint Board of the executive
summary of the completed Parks and Recreation Department 10-year strategic plan. Shawn
Meisl and David Ellerstein, members of the Parks and Recreation Board joined Mr. Ashworth for
the presentation. Staff is looking to provide clarification and understanding of the plan’s
findings and recommendations and receive comment and feedback from the Boards. Staff will
look to bring the strategic plan back to each individual board for adoption by resolution in
September. Adoption of the plan does not lock the boards into any specific decision or priority,
rather communicates to the department and community a strategic road map for current and
future development and programming consideration. The ultimate goal of the plan is to
provide the department and elected officials with fact-based analysis and information to assist
in decision making for parks and recreation services.

The Department contracted with GreenPlay, LLC to develop the plan. 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.

Discussion between the Joint Board and staff included resolution not a binding document, will
be an annual work plan for the P&R Department, incorporating into the CIP, Stilson priority –
what other alternatives or athletic fields if a school is put at Stilson, costs for Rec Center
upgrades approximately 18 months old, lands around the school are owned by either TCSD or
the State – school or youth purposes, TCSD was one of the stakeholder groups when putting
this plan together, river management – predictability and expectations, capital project at
Wilson Bridge area this fall, west access to river is South Park area, Hobbs School students
proposal. There was no public comment.

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

On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Don
Frank to adjourn to executive session to consider the selection of a site or the purchase of real
estate when the publicity regarding the consideration would cause a likelihood of an increase in
price in accordance with Wyoming Statute 16-4-405(a)(vii). The vote showed all in favor and the
motion carried. The meeting adjourned at 4:56 p.m.

TETON COUNTY

ATTEST:

Mark Newcomb, Chair

Sherry L. Daigle, County Clerk

minutes:sdf
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.

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 Housing Department has 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.
- No maximum rents and no appreciation on rental rates.
- Tenants must occupy the unit a minimum of 80% of the lease term.

Occupancy Restriction:
- Owners get a reduced In Lieu Fee if they record an Occupancy Restriction.
- Owners must occupy the unit a minimum of 10 months per calendar year.
- No employment requirement.

ATTACHMENTS
- Affordable Ownership Restriction
- Restated Affordable Ownership Restriction
AFFORDABLE RENTAL RESTRICTION
WORKFORCE OWNERSHIP RESTRICTION
RESTATED WORKFORCE OWNERSHIP RESTRICTION
WORKFORCE RENTAL RESTRICTION
OCCUPANCY 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 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 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, Workforce Rental, and Occupancy Restrictions as presented.

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:
Special Restrictions
for Affordable Housing
Located at

These Special Restrictions for Affordable Housing (the “Special Restrictions”), are made and entered into this ___ day of ____________________, 20__, by the undersigned Declarant (“Declarant”).

RECITALS:

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

WHEREAS, in furtherance of ______, 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 for) (the “FDP Approval”), Declarant agreed to:

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP, CUP, or other Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a “Qualified Household”, which meets employment, income and asset qualifications set forth herein and in the Rules and Regulations;

WHEREAS, a Qualified Household means natural persons meeting the income, asset and all other qualifications at the time of the closing of the purchase of a Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent a Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

WHEREAS, Declarant desires that the Jackson/Teton County Housing Authority (JTCHA) shall have an option to purchase a Residential Unit in certain circumstances as described herein;

WHEREAS, Declarant desires that the Housing Department shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household; and

WHEREAS, Declarant desires that the Land and each individual lot or unit located on the Land (such lot(s) or unit(s) referred to herein as a “Residential Unit” or collectively as “Residential Units,” and the Land and the Residential Units collectively referred to herein as the “Property”) shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall
be in addition to all other covenants, conditions or restrictions of record affecting the Property, 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, its successors or assigns (collectively “JTCHA”) JTCHA, and/or the Jackson/Teton County Affordable Housing Department ("Housing Department"), and/or by the 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, Declarant 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. HOUSING RULES AND REGULATIONS. References made herein to the “Housing Rules and Regulations” are references to the written Rules and Regulations 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 policy, procedure or guideline with respect to a specific matter) then the current applied policy or policies of the Housing Department or its successor (the “Rules and Regulations”). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.

A. Qualified Household. The purchase and ownership of each Residential Unit shall be limited to natural persons who meet the definition of a “Qualified Household” at the time of purchase and during ownership, as defined in the Rules and Regulations, and who further meet the “General Eligibility Criteria for Purchase” as outlined in the Rules and Regulations. Such criteria include, without limitation, a restriction on the use of a Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, JTCHA may also purchase or own a Residential Unit as further set forth herein.

B. Determination of Qualified Household. The Housing Department shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase and own a Residential Unit. In addition to any requirements set forth in the Rules and Regulations, such determination 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.

C. No Legal Action. No owner of a Residential Unit, prospective purchaser of a Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA, the Housing Department or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and JTCHA or the Housing Department shall have
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 fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Property;

B. Business Activity. No business activities shall occur at a Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by the declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the “Declaration”); (iii) permitted by the Rules and Regulations; and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant, or regulation (“Laws”) affecting the Property;

C. Guests. No guests shall be permitted to reside in a 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. Occupancy By Person Other Than Owner. No person shall occupy a Residential Unit for more than thirty (30) days without concurrent occupancy of the owner;

F. 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 150 miles of Teton County, Wyoming at time of purchase or during ownership of the Residential Unit.

F. Maintenance. Each owner shall take good care of the Residential Unit 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 a Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

G. 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. Prior to
undertaking any capital improvement to a Residential Unit, an owner shall contact the Housing Department and may only undertake such improvements, if permitted, in accordance with Housing Department policies and approvals;

H. **Compliance with Laws, Declaration.** The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time;

I. **Insurance.** Each owner shall, keep the Residential Unit continuously insured against “all risks” of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit.

J. **Periodic Reporting, Inspection.** In order to confirm compliance with these Special Restrictions, the Rules and Regulations or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by the Housing Department.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

**SECTION 4. RESALE AND TRANSFER LIMITATIONS.** Each Residential Unit may only be sold or otherwise transferred to a Qualified Household, or JTCHA, except:

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, JTCHA 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. A Nonqualified Transferee shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or JTCHA in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale, conveyance or transfer;
2. 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). 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, JTCHA 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 or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum 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, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.
SECTION 7. DEFAULT. 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. An 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 calendar days of the owner’s notification.

C. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the 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 the owner’s property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the 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; or

D. Fraud or misrepresentation by a purchaser in its application to the Housing Department whereby the Housing Department determines, in its sole and absolute discretion, that the purchaser of a Residential Unit was not a Qualified Household.

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 the following:

A. Purchase Option.

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

3. Upon JTCHA’s purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:
FIRST, to the payment of any unpaid taxes;  
SECOND, to the payment of any Qualified Mortgage;  
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);  
FOURTH, to the payment of the closing costs and fees;  
FIFTH, to the 2% facilitation fee to the Housing Department;  
SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;  
SEVENTH, to the repayment to JTCHA or the Housing Department of any monies advanced in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by JTCHA on owner’s behalf;  
EIGHTH, to any repairs needed for the Residential Unit; and  
NINTH, any remaining proceeds shall be paid to the owner.

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

B. **Forced Sale.** The Housing Department may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;  
SECOND, to the payment of any Qualified Mortgage;  
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);  
FOURTH, to the payment of the closing costs and fees;  
FIFTH, to the 2% facilitation fee to the Housing Department;  
SIXTH, to the payment of any penalties assessed against the 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 the owner.

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

C. **Appointment of Housing Department as Owner’s Attorney-in-Fact.** In the event of JTCHA’s exercise of its Option or election of the Housing Department to require the Residential Unit’s sale, the owner hereby irrevocably appoints the then serving Housing Manager of the Housing Department as such owner’s attorney-in-fact to effect any such purchase or sale on the 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.

D. **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.

E. **Equitable Relief.** JTCHA and/or 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 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 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:

   a. 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

   b. 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

   c. 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 the owner or any family member of the 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 JTCHA to purchase and the Housing Department’s right 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, JTCHA and/or 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 the owner. In such event, the owner shall be in default of these Special Restrictions, and JTCHA and/or 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, the owner shall also be liable to JTCHA and/or 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 JTCHA and/or 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 JTCHA and/or 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 10. TERMINATION AND MODIFICATION 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 and that they should therefore be terminated.
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. Neither JTCHA nor the Housing Department have exercised its rights as provided in Section 9. 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) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) the JTCHA.

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 the 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 the 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 9, 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, in whole or in part, as follows:

1. With the written consent of both the owner of a Residential Unit and the Housing Department.

2. The Housing Department may unilaterally amend these Special Restrictions to provide clarification (i) to any provisions hereto which may be unclear or subject
to differing interpretations, (ii) to correct any errors identified herein or (iii)
where the Housing Department deems such modification necessary to effectuate
the purposes and intent of the Special Restrictions, and where such modification
does not, in the Housing Department’s reasonable discretion, materially impair
the owner or the lender’s rights..

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall
constitute covenants running with the Property and each Residential Unit, as a burden thereon,
and shall be binding on all parties having any right, title, or interest in the Property, a 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/or insert the Town of
Jackson or Teton County.

SECTION 12. NOTICES. Any notice, consent or approval which is required to be given hereunder
to an owner shall be in writing and shall be deemed given by mailing the same, certified mail,
return receipt requested, properly addressed and with postage fully prepaid to the owner’s
mailing address on such owner’s Buyer’s Acknowledgement or such address as is on record with
the Teton County Assessor. Any notice which is required to be given hereunder to the Housing
Department shall be given by mailing the same, certified mail, return receipt requested, properly
addressed and with postage fully prepaid to JTC Housing Department, P.O. Box 714, Jackson, WY
83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a
signed receipt from the owner or Housing Department staff respectively, evidencing the same.
Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to
provide notice provided it was properly addressed and evidence of that mailing is retained. In the
event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

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(s).

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. Each owner shall indemnify, defend, and hold JTCHA and its directors, officers, agents and employees, as well as the Housing Department and its 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 Property or a Residential Unit, or for an owner’s breach of any provision of these Special Restrictions. Each owner waives any and all such claims against JTCHA and/or the Housing Department; provided, however, that the Housing Department shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of the Housing Department or its agents and employees.

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, JTCHA, or 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. ' 1-39-104(a) and any other applicable law.
IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of __________, 20__ (the “Effective Date”).

DECLARANT:

____________________________________________________
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING                           )
                                      ) ss.
COUNTY OF Teton                           )

On the day of , 20, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by, as , of .

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 day of, 20, 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:

_____________________________________________________, insert Mayor or Chair

ATTEST

_____________________________________________________, insert Town Clerk or County Clerk
COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Housing
Located at

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________, 2018 (the “Effective Date”), by the Jackson/Teton County Housing Authority, the Jackson/Teton County Affordable Housing Department and its successors or assigns (the “Housing Department”) and the undersigned owner (“Owner”)

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:

PIN: (the “Land”);

WHEREAS, the Property is an Affordable ownership Housing unit;

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 for) (the “FDP Approval”), Declarant agreed to:

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department (hereafter “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, Declarant agreed to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a “Qualified Household”, which meets employment, income and asset qualifications set forth herein and in the Rules and Regulations;

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 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;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable 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 Property the insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction (these “Special Restrictions”), and hereby declare that the Property, sometimes referred to herein as the “Residential Unit” shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions entered into by the Owner and the Housing Department, and thereby expressly removing JTCHA as a party to these Special Restrictions, which shall be fully enforceable by the Jackson/Teton County Affordable Housing Department.

WHEREAS, a Qualified Household means natural persons meeting the income, asset and all other qualifications at the time of the closing of the purchase of a Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent a Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

WHEREAS, undersigned Owner desires that the Jackson/Teton County Housing Authority (JTCHA) shall have an option to purchase a Residential Unit in certain circumstances as described herein;

WHEREAS, undersigned Owner desires that the Housing Department shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household; and

WHEREAS, undersigned Owner desires that the Land and each individual lot or unit located on the Land (such lot(s) or unit(s) referred to herein as a “Residential Unit” or collectively as “Residential Units,” and the Land and the Residential Units collectively referred to herein as the “Property”) shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, 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, its successors or assigns.
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 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. HOUSING RULES AND REGULATIONS. References made herein to the “Housing Rules and Regulations” are references to the written Rules and Regulations 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 policy, procedure or guideline with respect to a specific matter) then the current applied policy or policies of the Housing Department or its successor (the “Rules and Regulations”). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.

A. Qualified Household. The purchase of each Residential Unit shall be limited to natural persons who meet the definition of a “Qualified Household” at the time of purchase, as defined in the Rules and Regulations, and who further meet the “General Eligibility Criteria for Purchase” as outlined in the Rules and Regulations. Such criteria include, without limitation, a restriction on the use of a Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, JTCHA may also purchase or own a Residential Unit as further set forth herein.

B. Determination of Qualified Household. The Housing Department shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase a Residential Unit. In addition to any requirements set forth in the Rules and Regulations, such determination 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.

C. No Legal Action. No owner of a Residential Unit, prospective purchaser of a Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA, the Housing Department or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and JTCHA or the Housing Department shall have no liability to any person aggrieved by the decision of the Housing Department regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.
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 fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Property;

B. **Business Activity.** No business activities shall occur at a Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by the declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the “Declaration”); (iii) permitted by the Rules and Regulations; and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant, or regulation (“Laws”) affecting the Property;

C. **Guests.** No guests shall be permitted to reside in a 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. **Occupancy By Person Other Than Owner.** No person shall occupy a Residential Unit for more than thirty (30) days without concurrent occupancy of the owner;

F. **Maintenance.** Each owner shall take good care of the Residential Unit 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 a Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

G. **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. Prior to undertaking any capital improvement to a Residential Unit, an owner shall contact the Housing Department and may only undertake such improvements, if permitted, in accordance with Housing Department policies and approvals;

H. **Compliance with Laws, Declaration.** The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time;
I. **Insurance.** Each owner shall, keep the Residential Unit continuously insured against “all risks” of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit. and

J. **Periodic Reporting, Inspection.** In order to confirm compliance with these Special Restrictions, the Rules and Regulations or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by the Housing Department.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

**SECTION 4. RESALE AND TRANSFER LIMITATIONS.** Each Residential Unit may only be sold or otherwise transferred to a Qualified Household, or JTCHA, except:

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, JTCHA 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. A Nonqualified Transferee shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or JTCHA in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale, conveyance or transfer;

   2. 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). 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, JTCHA 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 the insert 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 or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum 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, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 7. DEFAULT. 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. An 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 calendar days of the owner’s notification.

C. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the 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 the owner’s property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the 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; or

D. Fraud or misrepresentation by a purchaser in its application to the Housing Department whereby the Housing Department determines, in its sole and absolute discretion, that the purchaser of a Residential Unit was not a Qualified Household.

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 the following:

A. Purchase Option.

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

3. Upon JTCHA’s purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to the Housing Department;
SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;
SEVENTH, to the repayment to JTCHA or the Housing Department of any monies advanced in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by JTCHA on owner’s behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

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

B. **Forced Sale.** The Housing Department may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to the Housing Department;
SIXTH, to the payment of any penalties assessed against the 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 the owner.

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

C. **Appointment of Housing Department as Owner’s Attorney-in-Fact.** In the event of JTCHA’s exercise of its Option or election of the Housing Department to require the Residential Unit’s sale, the owner hereby irrevocably appoints the then serving Housing Manager of the Housing Department as such owner’s attorney-in-fact to effect any such purchase or sale on the 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.

D. **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.

E. **Equitable Relief.** JTCHA and/or 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 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 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:
   a. 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

   b. 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

   c. 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 the owner or any family member of the 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 JTCHA to purchase and the Housing Department’s right 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, JTCHA and/or 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 the owner. In such event, the owner shall be in default of these Special Restrictions, and JTCHA and/or 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, the owner shall also be liable to JTCHA and/or 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 JTCHA and/or 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 JTCHA and/or 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 10. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

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

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. Neither JTCHA nor the Housing Department have exercised its rights as provided in Section 9. 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) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) the JTCHA.

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 the 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 the 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 9, 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, in whole or in part, as follows:

1. With the written consent of both the owner of a Residential Unit and the Housing Department.

2. The Housing Department may unilaterally amend these Special Restrictions to provide clarification (i) to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein or (iii) where the Housing Department deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such modification does not, in the Housing Department’s reasonable discretion, materially impair the owner or the lender’s rights.
SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Property and each Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, a 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/or insert the Town of Jackson or Teton County.

SECTION 12. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner’s mailing address on such owner’s Buyer’s Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to JTC Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Department staff respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

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.

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. Each owner shall indemnify, defend, and hold JTCHA and its directors, officers, agents and employees, as well as the Housing Department and its 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 Property or a Residential Unit, or for an owner’s breach of any provision of these Special Restrictions. Each owner waives any and all such claims against JTCHA and/or the Housing Department; provided, however, that the Housing Department shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of the Housing Department or its agents and employees.

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, JTCHA, or 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. ' 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the Undersigned Owner has executed this instrument on the ______ day of ________, 20__ (the “Effective Date”).

OWNER:

________________________________________

STATE OF Wyoming   )
COUNTY OF Teton   ) ss.

On the day of , 20, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by, as , of .

Witness my hand and official seal.

(Seal)

________________________________________

Notary Public
JACKSON/TETON COUNTY HOUSING AUTHORITY

____________________________________________________
Insert name of Chair, Chair

ATTEST

____________________________________________________
Insert name of Clerk, Clerk

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

On the day of, 20, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by __________________ and ____________________.

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

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

____________________________________________________
, insert Mayor or Chair

ATTEST

____________________________________________________
, 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 (the “Special Restrictions”), are made and entered into this _______ day of ______________, 20__, by the undersigned Declarant (“Declarant”).

RECITALS:

WHEREAS, the Declarant 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:

PIN: (the “Land”);

WHEREAS, as a condition of its approval for permit # (the “FDP Approval”), the Declarant is providing Affordable Rental housing for Click here to enter unit # requirement unit(s) of Affordable Rental housing, as follows:

Click here to enter description of Approval and Units/income ranges provided. e.g.: The Final Development Plan application for 115 East Pearl, Jackson, Wyoming was for an 18,855 square foot retail/service, office, and residential building. It generated the requirement to provide (requirement) 450 square feet of Employee Housing (the “Residential Unit”). The declarant wishes to restrict unit 301, a 450 square foot studio apartment.

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the Click here to enter type of approval e.g. CUP, PUD, FDP or other 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, Declarant agreed 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

WHEREAS, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Declarant agrees it will not be owner-occupied.
WHEREAS, Declarant desires to adopt these Special Restrictions and declare that the Land and the Residential Unit (sometimes collectively referred to herein as the “Property”) 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 Property, 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 (collectively, “JTCHA”), the Jackson/Teton County Affordable Housing Department (the “Housing Department”), and insert the Town of Jackson or Teton County, Wyoming;

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in the FDP Approval, and in consideration of such FDP Approval and the foregoing Recitals, which are incorporated herein by this reference, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and 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 Housing Rules and Regulations are references to the written Rules and Regulations 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 (the “Rules and Regulations”). 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. Occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The use and occupancy of the Residential Unit shall be limited to a “Qualified Household”, defined as follows:

1. Employment. At least one member of the household must demonstrate on average thirty (30) hours per week of employment or volunteer work in Teton County, Wyoming, for a profit or non-profit employer(s), respectively, physically located in Teton County, Wyoming and serving clients and customers physically located in Teton County, Wyoming.

2. Income Restriction. The Qualified Household’s gross income shall fall between of the median household income in Teton County, Wyoming, as determined by the
current year’s published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming (the “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 150 miles of Teton County, Wyoming.

4. **Determination by the Housing Department.** The Housing Department shall determine whether a prospective tenant 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.** 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 Property;

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, JTCHA or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming. JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming, JTCHA or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming, JTCHA or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

B. **No Owner Occupancy.** No owner shall reside in or occupy the Residential Unit. For purposes of this paragraph, if an 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, or trustee or beneficiary of the trust.

C. **Household Composition.** Only members of the Qualified Household may occupy a Residential Unit, except that the 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. Rental. 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. At all times, the Residential Unit shall remain a rental unit for Qualified Households. The 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 one (1) month. No Residential Unit shall be used as a guest house or guest facility.

F. Rental Rates. The rental rates for the Residential Unit shall be calculated at thirty percent (30%) of the lowest number in the income range for the Residential Unit divided by twelve (12) to get the maximum monthly rental rate. Household size assumed for calculating maximum rent will be one person per bedroom in the Residential Unit. 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 rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rates charged by the owner may at any time be less than the maximum rent calculation.

G. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households and reasonable maintenance. However, no Residential Unit shall 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, then the Housing Department shall have the right, but not the obligation to identify a Qualified Household to rent the Residential Unit. Anything herein and above notwithstanding, the owner shall have the right to deny occupancy to any proposed tenant who in its reasonable discretion does not meet owner’s standard for occupancy, so long as such denial does not violate Federal or state fair housing laws.

H. 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 homeowners association, as the same may be adopted from time to time.

I. Maintenance. The 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 homeowners association in a safe, decent and sanitary condition. In the event the 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 the owner shall be due upon receipt of invoice.

J. **Insurance.** The owner shall cause the Residential Unit to be continuously insured against “all risks” of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit.

K. **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.

L. **Preference.** The owner, at such owner’s option may give first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of the owner. In the event there are no persons directly employed by the owner to whom the owner desire to rent the Residential Unit, then the owner may rent to any Qualified Household.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

**SECTION 3. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.**

A. **Termination.** 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 housing affordable to employees in Teton County, Wyoming and that they should therefore be terminated.

B. **Amendment.** These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit, the Housing Manager for the Housing Department, and insert the Town of Jackson or Teton County, Wyoming.

2. The Housing Department may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein.

**SECTION 4. VIOLATION.** In the event of a violation of these Special Restrictions, the Housing Department shall send written notice to the owner of such violation, the required action to cure and the timing for such cure. If the owner disputes the violation, the owner shall proceed in accordance with the Rules and Regulations. JTCHA, the Housing Department and insert the Town
of Jackson or Teton County 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 JTCHA, the Housing Department and insert the Town of Jackson or Teton County may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 5. 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 6. NOTICES. Any notice, consent or approval which is required to be given hereunder shall be in writing and when to an owner shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner’s mailing address as provided to the Housing Department or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to JTCHA or the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to either JTCHA or the Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Manager of the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of notice by mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 7. 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 8. 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.

SECTION 9. 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 found by a court of competent
jurisdiction to 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 and the rights and restrictions set forth herein shall be construed and enforced accordingly, preserving to the fullest extent the intent of these Special Restrictions as set forth herein; 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 these Special Restrictions.

SECTION 10. 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 11. 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 12. INDEMNIFICATION. The owner shall indemnify, defend, and hold the JTCHA, 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. The owner waives any and all such claims against JTCHA, the Housing Department and insert the Town of Jackson or Teton County.

SECTION 13. 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 14. 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. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of ________, 20__ (the “Effective Date”).

DECLARANT:

________________________________________
STATE OF  )
          ) ss.
COUNTY OF  )

On the __________ day of __________, 20 ____, the foregoing Special Restrictions for Employee Housing was acknowledged before me by as of.

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 the Town of Jackson.

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

These Special Restrictions for Ownership Workforce Housing located at insert property address is made this ____ day of _______________, 20__ (the “Effective Date”), by the undersigned Declarant (“Declarant”).

RECITALS:

WHEREAS, the Declarant holds fee ownership interest in that certain real property, located in Teton County, Wyoming, and more specifically described as follows:

Insert legal description of property

PIN: [insert PIDN number (the “Residential Unit”);]

WHEREAS, the Residential Unit is an Ownership Workforce Housing unit;

WHEREAS, as a condition of its Final Development Plan Approval (insert application number), dated insert date of FDP Approval, for the insert name of development Workforce Housing units 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”);

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, and consistent with insert the Town of Jackson or Teton County’s goals of providing decent, safe, sanitary and affordable housing to qualified employees working in Teton County, Declarant has agreed to restrict the use and occupancy of the Residential Units to “Qualified Households”;

WHEREAS, a “Qualified Household” means natural persons meeting the employment, income and real estate ownership qualifications at the time of occupancy of the Residential Unit and during the course of such occupation;

WHEREAS, the determination of whether a household is qualified to own or rent the Residential Unit is determined by the Jackson/Teton County Affordable Housing Department (the “Housing Department”);

WHEREAS, insert the Town of Jackson or Teton County permits an owner of an Ownership Workforce Housing Unit to rent the Residential Unit to a “Qualified Household” or occupy the unit so long as the owner’s household is a “Qualified Household”. 
WHEREAS, Declarant desires that the Jackson/Teton County Housing Authority (JTCHA) shall have an option to purchase a Residential Unit in certain circumstances, along with such other rights in the event of a breach of these Special Restrictions, all as described herein and in the Rules and Regulations (defined below); and

WHEREAS, consistent with the foregoing, Declarant desires to adopt these Special Restrictions and declare that the Residential Unit, also sometimes referred to herein as the “Unit”, shall be held, sold, occupied 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 Unit, and shall be enforceable by the Housing Department, or by 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 consideration of such Click here to enter approval type Approval and the foregoing Recitals, which are by this reference incorporated herein, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the 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 (the “Rules and Regulations”). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. OWNERSHIP AND OCCUPANCY 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 member of the Qualified Household must maintain an average of 30 hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours per year, from a local business, and the entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, all as may be
further set forth in the Rules and Regulations. A “local business” shall mean a business physically located within Teton County, Wyoming, holding a business license with insert the Town of Jackson or Teton County, 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. **No Ownership of Residential Real Estate in Teton County.** No member of the Qualified Household may own or have any interest at time of purchase or during ownership (whether direct, indirect or beneficial) in whole or in part in any other residential real estate within 150 miles of Teton County, Wyoming.

3. **Determination by the Housing Department.** The Housing Department shall determine whether a prospective purchaser is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determination 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.

4. **Continuing Obligation to Remain a Qualified Household.** Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at purchase and all times during the ownership of the Residential Unit.

B. **Ownership by JTCHA.** Notwithstanding the foregoing, JTCHA may purchase and own the Unit.

C. **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.

D. **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.

E. **Nonqualified Transferee.** If title to the Residential Unit vests in a transferee who has not been qualified as a Qualified Household by the Housing Department (a “Nonqualified Transferee”), the following shall apply:

1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify, The Housing Department may require a Default Transfer as provided hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions and the Rules and Regulations.
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, or JTCHA as the case may be, and shall execute any and all documents necessary to such sale, conveyance or transfer;

3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions, the Rules and Regulations and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.

F. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA or the Housing Department, or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall JTCHA or the Housing Department have any liability to any person aggrieved by the decision of JTCHA or the Housing Department regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPATION 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 by Qualified Household. 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 who is an owner of the unit shall physically reside therein on a full-time basis, at least ten months out of each calendar year. Each Qualified Household who is renting the unit shall physically reside therein on a full-time basis at least eighty percent (80%) of the lease term; Except for permitted guests, no person other than those who comprise the Qualified Household may occupy the Unit, provided that such requirement does not violate Federal or state fair housing laws;

B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the “Declaration”); (iii) permitted by the Rules and Regulations, and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant or regulation (“Laws”)affecting the Property;

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of 30 cumulative days per calendar year;
D. **Renting.** Neither the Residential Unit, nor 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 homeowners 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; In the event the 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 the owner shall reimburse the Housing Department for such reasonable repair costs. Payment to the Housing Department from the owner shall be due upon receipt of invoice;

F. **Insurance.** The owner shall, keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit; and

G. **Compliance with Laws, Declaration.** The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time; and

H. **Periodic Reporting, Inspection.** In order to confirm compliance with these Special Restrictions, the 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.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

**SECTION 4. SALE OF THE RESIDENTIAL UNIT.** At initial sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as the owner and prospective buyer may determine. After the 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 5. 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 or 3%, whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum 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, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 6. DEFAULT. The following shall be considered a default (“Default”):

A. Failure at any time for the owner(s) and anyone residing in the Residential Unit to qualify as a Qualified Household.

B. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any Laws affecting the Residential Unit.

In the event the Housing Department believes there to be a Default, the Housing Manager of the Housing Department shall send written notice to the owner informing the owner of the Default and the required action to cure. If the owner disputes the Housing Department’s decision, the owner shall proceed in accordance with the Rules and Regulations.

SECTION 7. 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; Forced Sale. In order to ensure the Residential Unit remains in good condition and occupied by Qualified Households, in the event of a default, JTCHA shall have an option, for so long as these Special Restrictions are in force, to purchase the Unit (“Option”), or the right to require the owner to sell the Unit(“Forced Sale”), as follows:
1. If JTCHA determines to exercise its Option or the Housing Department requires the Forced Sale of the Unit, JTCHA and/or the Housing Department shall provide written notice to the owner. The notice shall include whether JTCHA is exercising its Option or the Housing Department is requiring the Forced Sale (collectively, the “Default Transfer”). Such notice shall include the purchase price and the timing for the closing of the Default Transfer.

2. The purchase price shall be the Unit’s appraised value or the Maximum Resale Price, whichever is lower. Any costs incurred by JTCHA will be reimbursed to JTCHA with the sales proceeds. JTCHA shall have reasonable access to the Unit for purposes of the appraisal and to otherwise inspect the Residential Unit. The cost of the appraisal shall be charged against the sale proceeds.

3. JTCHA and the Housing Department shall use reasonable efforts to cause the Default Transfer to close within ninety (90) days of the notice.

B. Appointment of Housing Department as Owner’s Attorney-in-Fact. In the event of JTCHA’s exercise of its Option or election to require the Forced Sale, the owner hereby irrevocably appoints the then serving Housing Manager as such owner’s attorney-in-fact to effect any such purchase or sale on the 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.

C. Equitable Relief. JTCHA and/or 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 JTCHA and/or the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 8. TERMINATION AND MODIFICATION 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 workforce housing and that they should therefore be terminated.

B. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit, insert the Town of Jackson or Teton County, Wyoming, and the Housing Department.
2. The Housing Department may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein.

SECTION 9. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in 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 the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 10. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner’s mailing address on such owner’s Buyer’s Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to Jackson/Teton County Affordable Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or the Housing Manager of the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 11. 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 12. 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. The owner by accepting a deed for the Property 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 13. 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 14. 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 15. 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 16. INDEMNIFICATION. The owner shall indemnify, defend, and hold the JTCHA, 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 an owner’s breach of any provision of these Special Restrictions. The owner waives any and all such claims against JTCHA, the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 17. 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 18. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming, JTCHA 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. § 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:

__________________________________________________________________________
Stacy A. Stoker, Housing Manager

STATE OF WYOMING )
        ) ss.
COUNTY OF TETON )

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

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:
COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
For Ownership Workforce 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 ________, 2018 (the “Effective Date”), by the Jackson/Teton County Housing Authority, the Jackson/Teton County Affordable Housing Department and its successors or assigns (the “Housing Department”) and the undersigned owner (“Owner”)

RECITALS:

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

Insert legal address

PIN: insert property identification number (the “Residential Unit”);

WHEREAS, the Residential Unit is an Ownership Workforce Housing unit;

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 “FDP Approval”), the Declarant agreed to dedicate _______________________ condominium units as Ownership Workforce Housing units to be owned or rented by households who work in Teton County and will occupy the units as their sole primary residences (the “Units”);

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, and consistent with insert the Town of Jackson or Teton County’s goals of providing decent, safe, sanitary and affordable housing to qualified employees working in Teton County, Declarant has agreed to restrict the use and occupancy of the ______ Units to “Qualified Households”;

WHEREAS, consistent with the foregoing, the Property 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 “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 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;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable 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 Property the insert year recorded Special Restrictions by adopting these Complete Amended and Restated Insert name of this new restriction (these “Special Restrictions”), and hereby declare that the Property, sometimes referred to herein as the “Residential Unit” shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions entered into by the Owner and the Housing Department, and thereby expressly removing JTCHA as a party to these Special Restrictions, which shall be fully enforceable by the Jackson/Teton County Affordable Housing Department.

WHEREAS, a “Qualified Household” means natural persons meeting the employment, income and real estate ownership qualifications at the time of occupancy of the Residential Unit and during the course of such occupation;

WHEREAS, the determination of whether a household is qualified to own or rent the Residential Unit is determined by the Jackson/Teton County Affordable Housing Department (the “Housing Department”);

WHEREAS, insert the Town of Jackson or Teton County permits an owner of an Ownership Workforce Housing Unit to rent the Residential Unit to a “Qualified Household” or occupy the unit so long as the owner’s household is a “Qualified Household”.

WHEREAS, Owner desires that the Jackson/Teton County Housing Authority (JTCHA) shall have an option to purchase a Residential Unit in certain circumstances, along with such other rights in the event of a breach of these Special Restrictions, all as described herein and in the Rules and Regulations (defined below); and

WHEREAS, consistent with the foregoing, Declarant desires to adopt these Special Restrictions and declare that the Residential Unit, also sometimes referred to herein as the “Unit”, shall be held, sold, occupied 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 Unit, and shall be enforceable by the Housing Department, or by insert the Town of Jackson or Teton County;
RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Click here to enter approval type (FDP, CUP or other) Approval, and in consideration of such Click here to enter approval type Approval and the foregoing Recitals, which are by this reference incorporated herein, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the 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, 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 (the “Rules and Regulations”). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. OWNERSHIP AND OCCUPANCY 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 member of the Qualified Household must maintain an average of 30 hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours per year, from a local business, and the entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, all as may be further set forth in the Rules and Regulations. A “local business” shall mean a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson 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. Sole Residence Requirement. No member of the Qualified Household may own or have any interest (whether direct, indirect or beneficial) in whole or in part in any other residential real estate within 150 miles of Teton County, Wyoming.

3. Determination by the Housing Department. The Housing Department shall determine whether a prospective purchaser is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determination 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.

4. **Continuing Obligation to Remain a Qualified Household.** Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at purchase and all times during the ownership of the Residential Unit.

**B. Ownership by JTCHA.** Notwithstanding the foregoing, JTCHA may purchase and own the Unit.

**C. 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.

**D. 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.

**E. Nonqualified Transferee.** If title to the Residential Unit vests in a transferee who has not been qualified as a Qualified Household by the Housing Department (a “Nonqualified Transferee”), the following shall apply:

1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify, The Housing Department may require a Default Transfer as provided hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions and the Rules and Regulations.

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, or JTCHA as the case may be, and shall execute any and all documents necessary to such sale, conveyance or transfer;

3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions, the Rules and Regulations and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.

**F. No Legal Action.** No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA or the Housing Department, or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall JTCHA or the Housing Department have any liability to any person aggrieved by the decision of
JTCHA or the Housing Department regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPATION 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 by Qualified Household. 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 who is an owner of the unit shall physically reside therein on a full-time basis, at least ten months out of each calendar year. Each Qualified Household who is renting the unit shall physically reside therein on a full-time basis at least eighty percent (80%) of the lease term; Except for permitted guests, no person other than those who comprise the Qualified Household may occupy the Unit, provided that such requirement does not violate Federal or state fair housing laws;

B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the “Declaration”); (iii) permitted by the Rules and Regulations, and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant or regulation (“Laws”) affecting the Property;

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of 30 cumulative days per calendar year;

D. Renting. Neither the Residential Unit, nor 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 homeowners 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; In the event the 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 the owner shall reimburse the Housing Department for such reasonable repair costs. Payment to the Housing Department from the owner shall be due upon receipt of invoice;
F. **Insurance.** The owner shall keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit; and

G. **Compliance with Laws, Declaration.** The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time; and

H. **Periodic Reporting, Inspection.** In order to confirm compliance with these Special Restrictions, the 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.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

**SECTION 4. SALE OF THE RESIDENTIAL UNIT.** At initial sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as the owner and prospective buyer may determine. After the 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 5. MAXIMUM RESALE PRICE.** To further insert the Town of Jackson or Teton County’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 or 3%, whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum 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, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.**

**SECTION 6. DEFAULT.** The following shall be considered a default ("Default"):  

A. Failure at any time for the owner(s) and anyone residing in the Residential Unit to qualify as a Qualified Household.

B. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any Laws affecting the Residential Unit.

In the event the Housing Department believes there to be a Default, the Housing Manager of the Housing Department shall send written notice to the owner informing the owner of the Default and the required action to cure. If the owner disputes the Housing Department’s decision, the owner shall proceed in accordance with the Rules and Regulations.

**SECTION 7. 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; Forced Sale.** In order to ensure the Residential Unit remains in good condition and occupied by Qualified Households, in the event of a default, JTCHA shall have an option, for so long as these Special Restrictions are in force, to purchase the Unit ("Option"), or the right to require the owner to sell the Unit ("Forced Sale"), as follows:

1. If JTCHA determines to exercise its Option or the Housing Department requires the Forced Sale of the Unit, JTCHA and/or the Housing Department shall provide written notice to the owner. The notice shall include whether JTCHA is exercising its Option or the Housing Department is requiring the Forced Sale (collectively, the “Default Transfer”). Such notice shall include the purchase price and the timing for the closing of the Default Transfer.

2. The purchase price shall be the Unit’s appraised value or the Maximum Resale Price, whichever is lower. Any costs incurred by JTCHA will be reimbursed to JTCHA with the sales proceeds. JTCHA shall have reasonable access to the Unit for purposes of the appraisal and to otherwise inspect the Residential Unit. The cost of the appraisal shall be charged against the sale proceeds.

3. JTCHA and the Housing Department shall use reasonable efforts to cause the Default Transfer to close within ninety (90) days of the notice.

B. **Appointment of Housing Department as Owner’s Attorney-in-Fact.** In the event of JTCHA’s exercise of its Option or election to require the Forced Sale, the owner hereby irrevocably appoints the then serving Housing Manager as such owner’s attorney-in-fact.
to effect any such purchase or sale on the 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.

C. **Equitable Relief.** JTCHA and/or 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 JTCHA and/or the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

**SECTION 8. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.**

A. **Termination by the insert Town of Jackson or Teton County.** These Special Restrictions may be terminated after a determination by insert the Town of Jackson or Teton County that these Special Restrictions are no longer consistent with the Town's goals for workforce housing and that they should therefore be terminated.

B. **Amendment.** These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit, insert the Town of Jackson or Teton County, and the Housing Department.

2. The Housing Department may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein.

**SECTION 9. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in 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 the Housing Department and insert the Town of Jackson or Teton County.

**SECTION 10. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner’s mailing address on such owner’s Buyer’s Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to Jackson/Teton County Affordable Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or the Housing Manager of
the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 11. 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 12. 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. The owner by accepting a deed for the Property hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions. [SS1]

SECTION 13. 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 14. 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 15. 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 16. INDEMNIFICATION. The owner shall indemnify, defend, and hold the JTCHA, the Housing Department and insert the Town of Jackson or Teton County, 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 an owner’s breach of any provision of these Special Restrictions. The owner waives any and all such claims against JTCHA, the Housing Department and the insert the Town of Jackson or Teton County.
SECTION 17. 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 18. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA 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. § 1-39-104(a) and any other applicable law.

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

INSERT TOWN OF JACKSON OR TETON COUNTY

________________________________________
Insert 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 insert name of Mayor or Chair as insert Mayor or Chair, of insert the Town of Jackson or Teton County, Wyoming.

Witness my hand and official seal.

(Seal)

______________________________
Notary Public

My commission expires:
Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

____________________________________________________
Stacy A. Stoker, Housing Manager

STATE OF WYOMING )
 ) ss.
COUNTY OF TETON )

On the ______ day of _____________, 20__, the foregoing instrument was acknowledged
before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable
Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

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:

____________________________________________________
Stacy A. Stoker, Housing Manager

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

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

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:
Special Restrictions for Rental Workforce Housing
Located at _______________, Town of Jackson

These Special Restrictions for Rental Workforce Housing located at ______________ Broadway, are made this ____________ day of ____________, 20__ (the “Effective Date”), by the undersigned Declarant (“Declarant” or “Owner”).

WHEREAS, the Declarant holds fee ownership interest in that certain real property, located in Teton County, Wyoming, and more specifically described as follows:

See Exhibit A attached hereto

PIN: __________________________(the “Residential Unit Complex” or “Complex”);

WHEREAS, the Residential Unit Complex consists of _____apartments (each a “Residential Unit”);

WHEREAS, as a condition of the Development Option Plan Approval dated ______________ for the Residential Unit Complex to the Town of Jackson (the “DOP Approval”), the Declarant agreed (was required) to Dedicate ____Residential Units as Rental Workforce Housing Units to be rented to households who work in Teton county and will occupy the units as their sole primary residences (The “Restricted Units”);

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the DOP Approval, and consistent with the Town of Jackson’s goals of providing decent, safe, sanitary and affordable housing to qualified employees working in Teton County, Declarant has agreed to restrict the use and occupancy of the Restricted Units to “Qualified Households”;

WHEREAS, a “Qualified Household” means natural persons meeting the employment, income and real estate ownership qualifications at the time of occupancy of the Restricted Unit and during the course of such occupation;

WHEREAS, the determination of whether a household is qualified to rent the Residential Unit shall initially be made by the Declarant, but such determination shall be subject to subsequent verification by the Jackson/Teton County Affordable Housing Department (“Housing Department”) as discussed further below; and,
WHEREAS, consistent with the foregoing, Declarant agrees to adopt these Special Restrictions and declare that the Restricted Units shall be held, occupied 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 Restricted Units, and shall be enforceable by the Housing Department, or by the Town of Jackson.

RESTRICTIONS:

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

SECTION 1. OCCUPANCY BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The use and occupancy of the Restricted 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 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 per year, from a local business, and the entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, all as may be further set forth in the current Housing Rules and Regulations. A “local business” shall mean a business or not for profit agency physically located within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status physically located in Teton County, Wyoming.

2. Sole Residence Requirement. No member of the Qualified Household may own or have any interest (whether direct, indirect or beneficial) in whole or in part in any other residential real estate within 150 miles of Teton County, Wyoming.

3. Initial Determination by the Declarant. The Declarant shall require each prospective renter of a Restricted 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
4. **Continuing Obligation to Remain a Qualified Household.** The occupants of the Restricted Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Restricted Unit.

5. **Reporting Requirement – Housing Department Override.** Declarant 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 Restricted Unit as set forth on the Housing Department Template that will be provided to Declarant. Upon written request by the Housing Department for supporting documentation, the Declarant shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, the Declarant shall, by January 31 of each year, provide the Housing Department with its most current lease form for Restricted Units. Each Restricted 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 Restricted Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Restricted Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to terminate the lease between the Declarant and the occupant of a Restricted Unit pursuant to Section 4 & 5 below.

**B. No Legal Action.** No owner of the Residential Unit, prospective purchaser of the Residential Unit, renter or occupant, or other party shall have the right to sue or bring other legal process against the Housing Department, or any person affiliated with the Housing Department arising out of these Special Restrictions, and neither shall the Housing Department have any liability to any person aggrieved by the decision of the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

**SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESTRICTED RESIDENTIAL UNIT.**
In addition to any restrictions included in the current Housing Rules and Regulations, Occupancy and use of the Restricted Unit shall be restricted as follows:

A. **Rental Unit.** Except as provided herein, the Restricted Unit shall remain a rental unit for Qualified Households;

B. **Rental Term & Rent.** The Restricted Unit shall be offered for rent in periods of not less than three (3) months and not more than three (3) years; the Declarant/Owner shall set the rents, there shall be no caps on rent or rent appreciation;

C. **Vacancies.** The Restricted Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households and reasonable maintenance. However, a Restricted Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If a Restricted Unit remains
vacant for more than sixty (60) days without approval, then the Housing Department shall have the right, but not the obligation, to identify a Qualified Household to rent the Unit. Notwithstanding the foregoing, the Owner of the Complex shall have the right to deny occupancy to any proposed tenant who in such Owner’s reasonable discretion does not meet the Owner’s standard for occupancy, so long as such denial does not violate Federal or state fair housing laws;

D. Occupancy by Qualified Household. Restricted Units may only be occupied by Qualified Households and shall be such Qualified Household’s sole and exclusive primary residence. A Qualified Household shall physically occupy it on a full-time basis, at least eighty percent (80%) of the Term;

E. Business Activity. No business activities shall occur in a Restricted Unit, other than a home occupation use that is permitted by applicable zoning;

F. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Restricted Unit for periods in excess of ten percent (10%) of the term in cumulative days per calendar year;

G. Insurance. The occupant shall maintain renter’s insurance for the Restricted Unit. The Declarant shall keep the Restricted Unit Complex continuously insured against “broad form coverage” or of physical loss for the full replacement value of the Restricted Unit Complex;

H. Compliance with Laws, Declaration. The Restricted Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, as amended; and

I. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Declarant shall comply, and shall cause all occupants of Restricted Units 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 the occupant of a Restricted Unit, the Housing Department shall have the right to inspect a Restricted Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Declarant. The Declarant shall maintain such records for a period of two (2) years.

SECTION 3. SALE OF THE RESTRICTED UNIT COMPLEX. The Restricted Unit Complex may be bought and sold as the then 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. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, the then Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, shall provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.
SECTION 4. DEFAULT. The following shall be considered a default (“Default”):

A. Failure at any time of the occupants of the Restricted Unit to qualify as a Qualified Household.

B. A violation of any term of these Special Restrictions or any Laws affecting the Restricted Unit.

In the event the Housing Department believes there to be a Default, the Housing Department shall send written notice to the owner informing the owner of the Default and the required action to cure. The owner will be given forty-five (45) days from receipt of such notice to cure the default. If the owner disputes the Housing Department’s decision, the Owner shall proceed in accordance with the Housing 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, the following:

A. Specific Performance. 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.

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.

SECTION 6. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town’s goals for workforce housing and that they should therefore be terminated.

B. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the then Owner of the Restricted Unit Complex, the Housing Manager for the Housing Department and the Planning Director for the Town of Jackson, Wyoming.

2. The Housing Department, the Planning Director and the then Owner of the Restricted Unit Complex may modify these Special Restrictions by a signed, written amendment executed by all and recorded in the Teton County Clerk’s Office.
against the title to the land. Notwithstanding the foregoing, however, the parties shall not unreasonably withhold consent to amending these Special Restrictions to address such matters as scrivener’s errors, legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Restricted Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Restricted 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 the Town of Jackson. Where these Special Restrictions are silent, the Housing Rules and Regulations govern.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Declaration 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:
Town of Jackson
P.O. Box 1687
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 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 their subject matter.

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. The owner shall indemnify, defend, and hold, the Housing Department and/or the Town of Jackson, 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 Restricted Unit, or for an owner’s breach of any provision of these Special Restrictions. The owner waives any and all such claims against the Housing Department and/or the Town of Jackson.

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. SOVEREIGN IMMUNITY. Neither the Town of Jackson, nor the Housing Department (Teton County) waives sovereign immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and any other applicable law.
IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Declarant:

________________________________________

________________________________________

________________________________________

STATE OF WYOMING )
 ) ss
COUNTY OF TETON )

On this _______day of __________________, 2018, 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 )
COUNTY OF TETON ) ss.

On the _____ day of _____________, 2018, 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 )
COUNTY OF TETON ) ss.

On the _____ day of _____________, 2018, 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:

______________________________________________
Stacy A. Stoker, Housing Manager

STATE OF WYOMING          )
                          ) ss.
COUNTY OF TETON           )

On the day __________ of __________________, 2018, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

______________________________________________
Notary Public
My commission expires:
LEGAL DESCRIPTION - EXHIBIT A

PIN NUMBER ______________________________
Special Restrictions
for Owner Occupancy Housing
Located at

These Special Restrictions for Affordable Housing (the “Special Restrictions”), are made and entered into this ___ day of ________________, 20__, by the undersigned Declarant (“Declarant”).

RECITALS:

WHEREAS, Declarant 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:

WHEREAS, in furtherance of insert the Town of Jackson or Teton County, Wyoming’s goal of providing owner occupied housing to Teton County residents who will occupy the housing as their primary residence, and as a condition of its insert development approval type (FDP, Building Permit, etc.) Approval, Declarant agreed to:

Insert description of unit and location

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the insert approval type (FDP, Building Permit or other Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a “Qualified Household”, who will occupy the unit as set forth herein and in the insert Town of Jackson or Teton County, Wyoming Land Development Regulations;

WHEREAS, a Qualified Household means natural persons who have ownership of a Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent a Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

WHEREAS, Declarant desires that the Jackson/Teton County Housing Authority (JTCHA) shall have an option to purchase a Residential Unit in certain circumstances as described herein;

WHEREAS, Declarant desires that the Land and each individual lot or unit located on the Land (such lot(s) or unit(s) referred to herein as a “Residential Unit” or collectively as “Residential Units,” and the Land and the Residential Units collectively referred to herein as the “Property”) shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, 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, its successors or assigns (collectively “JTCHA”) JTCHA, and/or the Jackson/Teton County Affordable Housing Department (“Housing Department”), and/or by the 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, Declarant 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. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.

A. Qualified Household. The purchase of each Residential Unit shall be limited to natural persons who meet the definition of a “Qualified Household”, as defined in insert the Town of Jackson or Teton County, Wyoming Land Development Regulations. Such criteria include, without limitation, a restriction on the occupancy of a Residential Unit, Notwithstanding the foregoing, JTCHA may also purchase or own a Residential Unit as further set forth herein.

B. Determination of Qualified Household. The Housing Department shall determine whether an Owner is a Qualified Household and therefore eligible to own a Residential Unit. In addition to any requirements set forth in the Land Development Regulations, such determination 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.

C. No Legal Action. No owner of a Residential Unit, prospective purchaser of a Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA, the Housing Department or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and JTCHA or the Housing Department shall have no liability to any person aggrieved by the decision of the Housing Department regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 2. RESTRICTIONS ON OCCUPANCY OF RESIDENTIAL UNITS. In addition to any restrictions included in the Land Development Regulations, occupancy 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 fulltime basis, at least ten months out of each calendar year.

B. Rental. Rental of the Residential unit is prohibited without the prior approval of the Housing Department. Notwithstanding the forgoing, an owner may rent a room in the
residential unit as long as owner is still occupying the unit a minimum of ten (10) months out of each calendar year.

C. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time;

D. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Land Development Regulations or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, or development of a Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by the Housing Department.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

SECTION 3. DEFAULT. The following shall be considered a default (“Default”):

A. A violation of any term of these Special Restrictions, the Land Development 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. An 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 calendar days of the owner’s notification.

C. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the 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 the owner’s property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the 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; or

D. Fraud or misrepresentation by a purchaser and/or owner in its reporting to the Housing Department whereby the Housing Department determines, in its sole and absolute discretion, that the owner of a Residential Unit is not a Qualified Household.

SECTION 4. 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 the following:
A. Purchase Option.

1. JTCHA shall have the option to purchase the Residential Unit for a purchase price equal to a minimum of ten percent less than the appraised value.

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

3. Upon JTCHA’s purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

   FIRST, to the payment of any unpaid taxes;
   SECOND, to the payment of any Qualified Mortgage;
   THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
   FOURTH, to the payment of the closing costs and fees;
   FIFTH, to the 2% facilitation fee to the Housing Department;
   SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;
   SEVENTH, to the repayment to JTCHA or the Housing Department of any monies advanced in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by JTCHA on owner’s behalf;
   EIGHTH, to any repairs needed for the Residential Unit; and
   NINTH, any remaining proceeds shall be paid to the owner.

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

B. Forced Sale. The Housing Department may require the owner to sell the Residential Unit. In the case of a forced sale, the listing price shall be no more than the appraised value. If the home does not sell within one year, the Housing Department shall evaluate the listing price and may adjust the list price of the Residential Unit to effect the sale of the Residential Unit. In the event of such a sale, all proceeds will be applied in the following order:

   FIRST, to the payment of any unpaid taxes;
   SECOND, to the payment of any Qualified Mortgage;
   THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
   FOURTH, to the payment of the closing costs and fees;
   FIFTH, to the 2% facilitation fee to the Housing Department;
SIXTH, to the payment of any penalties assessed against the 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 the owner.

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

C. **Appointment of Housing Department as Owner’s Attorney-in-Fact.** In the event of JTCHA’s exercise of its Option or election of the Housing Department to require the Residential Unit’s sale, the owner hereby irrevocably appoints the then serving Housing Manager of the Housing Department as such owner’s attorney-in-fact to effect any such purchase or sale on the 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.

D. **Equitable Relief.** JTCHA and/or 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 5. 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 the Fair Market Value of the Residential Unit, Fair Market Value means the value of the Residential Unit with these Special Restrictions recorded on title.; and

2. runs in favor of a “Qualified Mortgagee”, defined as:

   a. 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
b. 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

c. 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 the owner or any family member of the 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 JTCHA to purchase and the Housing Department’s right 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, JTCHA and/or 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 the owner. In such event, the owner shall be in default of these Special Restrictions, and JTCHA and/or 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, the owner shall also be liable to JTCHA and/or 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 JTCHA and/or 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 JTCHA and/or 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 6. TERMINATION AND MODIFICATION 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 and that they should therefore be terminated.

B. **Termination Resulting in Payment of a Housing Mitigation In Lieu Fee.** These Special Restrictions may be terminated with consent of the Owner and the Housing Department if the Owner chooses to pay the In Lieu Fee amount due at the time of Approval or at the time of termination of these Special Restrictions, whichever is higher.

C. **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. Neither JTCHA nor the Housing Department have exercised its rights as provided in Section 9. 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) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) the JTCHA.

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 the 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 the 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 9, 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.

**D. Amendment.** These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of both the owner of a Residential Unit and the Housing Department.

2. The Housing Department may unilaterally amend these Special Restrictions to provide clarification (i) to any provisions hereeto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein.

**SECTION 7. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Property and each Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, a 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/or insert the Town of Jackson or Teton County.

**SECTION 8. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner’s mailing address on such owner’s Buyer’s Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to JTC Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Department staff respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

**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.

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. Each owner shall indemnify, defend, and hold JTCHA and its directors, officers, agents and employees, as well as the Housing Department and its 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 Property or a Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against JTCHA and/or the Housing Department; provided, however, that the Housing Department shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of the Housing Department or its agents and employees.

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, Wyoming, JTCHA, or 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. 1-39-104(a) and any other applicable law.
IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of ________, 20__ (the “Effective Date”).

DECLARANT:

____________________________________________________

STATE OF Wyoming                               )
 ) ss.
COUNTY OF Teton                                )

On the day of , 20, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by, as , of .

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 day of, 20, 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:

_____________________________________________________, insert Mayor or Chair

ATTEST

_____________________________________________________, insert Town Clerk or County Clerk
STATEMENT/PURPOSE
To present the Healthy Teton County’s 2018 Community Health Needs Assessment (CHNA) Report to Teton County and the Town of Jackson. There is no action that needs to be taken from this presentation.

BACKGROUND/ALTERNATIVES
Healthy Teton County (HTC) is a community health initiative led by the Teton County Health Department and St. John’s Medical Center (SJMC). This is the second iteration of the Community Health Needs Assessment completed by HTC. In this report HTC prioritized the social determinants of health (SDOH) separately because making positive change to the SDOH requires different strategies from health behaviors and conditions. This abbreviated iteration the CHNA used three assessments: the community health data, a quality of life survey and the forces of change (conducted during the stakeholder meeting). The local public health system assessment was not repeated because there were no significant changes since it was initially completed. The next step in the process is to develop a Community Health Improvement Plan.

ATTACHMENTS
1) 2018 Community Health Needs Assessment Report (hard copies will be provided at the meeting)
2) Community Health Needs Assessment PowerPoint

FISCAL IMPACT
Teton County Health Department budgets $5,000 yearly for HTC activities. Teton County Health Department contributes $3,000 for the yearly fee of Network of Care which is split with SJMC.

STAFF IMPACT
The Teton County Health Director and the Public Health Response Coordinator sit on the HTC core committee which also includes representation from SJMC and the Teton District Board of Health. The HTC core committee is responsible for oversight of the Needs Assessment process and development of the report.

LEGAL REVIEW
Gingery
RECOMMENDATION
Continue to support the Healthy Teton County initiative.

SUGGESTED MOTION
No motion needed for this agenda item.

Synopsis for PowerPoint (120 words max):
Overview of why the HTC initiative began, the 2018 prioritized health issues compared to the 2015 results and next steps for the project.
2018
Community Health Needs Assessment
Contact Information

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www.healthytetoncounty.org

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Sara Salo, MPH
Project Manager, Healthy Teton County
ssalo@tetonhospital.org

For the most up-to-date information, visit the HTC website at:
www.healthytetoncounty.org

September 22, 2016 — Alcohol/Tobacco Abuse Action Group Meeting
12 p.m. at the PMO Office (140 E Broadway Suite B2)

September 23, 2016 — Core Committee Meeting

October 11, 2016 — Alcohol/Tobacco Abuse Action Group Meeting
12 p.m. at the PMO Office (140 E Broadway Suite B2)

October 19, 2016 — Steering Committee Annual Meeting
3-5 p.m. Location to be determined.
In May 2015, the Healthy Teton County (HTC) coalition completed its first comprehensive community health needs assessment (CHNA) on the health status of Teton County, Wyoming. This project — led by Teton County Health Department (TCHD) and St. John’s Medical Center (SJMC), in partnership with over 35 community organizations — identified and prioritized the primary health issues facing Teton County by utilizing Mobilizing for Action through Planning and Partnerships (MAPP). MAPP is a step-by-step framework developed by the National Association of County and City Health Officials.

Following the completion of the 2015 CHNA report, action plans for each of the prioritized health issues were developed by community action groups. Action groups followed a Collective Impact model of implementation which emphasizes a common agenda, shared measurement, and mutually reinforcing activities. These action plans were summarized in the Community Health Improvement Plan (CHIP), which was released in November 2015. Action groups worked from late 2015 onward to carry out their action plans through strategic partnerships, program development, and policy change.

An Annual Update report published in 2016 presented new data and updated the community on progress made by each of the action groups. MAPP recommends a three-year cycle of data collection, analysis, and action. Thus, the HTC Core Committee dedicated 2017 to data collection and analysis with the intent of publishing an updated CHNA in 2018. The following report presents the results of the second iteration of the MAPP process in Teton County, Wyoming.
Introduction

Healthy Teton County

HTC is coordinated by a Core Committee with representatives from SJMC, TCHD, and the Teton District Board of Health. A community stakeholder Steering Committee provides topical expertise and participates in key decision-making discussions. The HTC vision of “a vibrant Greater Teton area where opportunities for health are available to all” has continued to guide this project since its inception. HTC’s 2015 CHNA followed all six phases of the MAPP framework (Appendix A) and laid the groundwork for future CHNA iterations through the development of a vision statement and four comprehensive assessments. The 2018 CHNA utilized MAPP in an abbreviated manner, focusing on only three assessments: community health data, a quality of life survey, and a key stakeholder meeting and discussion during which the Forces of Change assessment was completed. Detailed methodology for each of the three assessments will be described in the respective sections of this report.
Know What Affects Health

40% Socioeconomic Factors
30% Health Behaviors
20% Clinical Care
10% Physical Environment
Social Determinants of Health

This report includes analyses of both quantitative and qualitative measures of health. Social Determinants of Health (SDOH) are key qualitative factors that are intertwined with more direct measures of behaviors and disease. Understanding the relationship between how population groups experience “place” and the impact of “place” on health is fundamental to SDOH — including both social and physical influences. The term SDOH is defined by the World Health Organization as “the conditions in which people are born, grow, live, work and age.” SDOH include factors such as the built environment, access to health services, social connections, education, and economic stability.

SDOH are directly tied to the concepts of health equity and health disparities. Health equity is defined by the Center for Disease Control (CDC) as the “attainment of the highest level of health for all people.” The CDC goes on to say that when health equity exists, no one is “disadvantaged from achieving their highest potential because of social position or other socially determined circumstances.” Health inequities are reflected through differences in length of life; quality of life; rates of disease, disability, and death; severity of disease; and access to treatment. Health equity is achieved when health disparities, described below, are eliminated.

The National Prevention Strategy describes health disparities as “differences in health outcomes across subgroups of the population, often linked to social, economic, or environmental disadvantages (e.g., less access to good jobs, unsafe neighborhoods, and lack of affordable transportation options). Health disparities adversely affect groups of people who have systemically experienced greater obstacles to health based on their racial or ethnic groups, religion, socioeconomic status, gender, age, mental health, cognitive, sensory or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.”

SDOH, health equity, and health disparities are factors that affect communities of every size and description; the Greater Teton area is no exception. To ensure that the SDOH that were identified during this assessment are analyzed and addressed appropriately, readers will notice that SDOH are reviewed in a section separate from the quantitative measures in this report. Addressing and changing SDOH often requires unique strategies that involve multisectoral strategies and influences.
The term SDOH is defined by the World Health Organization as “the conditions in which people are born, grow, live, work and age.” SDOH include factors such as the built environment, access to health services, social connections, education, and economic stability.
Data Analysis: 2018 Prioritized Health Issues

The health issues included in this report summarize the key findings from HTC’s 2017 data collection and analysis. The HTC Core Committee selected indicators for analysis by first reviewing updated data for an extensive group of measures used in the 2015 CHNA. In addition, the committee reviewed updated data for each of the 2015 prioritized health issues along with any emerging or surveillance indicators that were identified in the 2016 Annual Update.

Indicators that met at least one of the following criteria were selected for inclusion in this report:

» Teton County did not perform as well as the Healthy People 2020* goal

*Healthy People 2020 (HP2020) is a national framework for health improvement that sets quantitative targets for community health indicators.

» Teton County did not perform as well as the state of Wyoming

» If Teton County’s measures were trending in a concerning direction, that indicator was placed in the emerging trends section that will be addressed separately in the report.

Terminology

Issues: Issues are broad, overarching topics that include multiple data points.

Indicators: Indicators are the specific factors that contribute to each issue.

Measures: Measures are the numerical data associated with each indicator.
Data Analysis: 2018 Prioritized Health Issues

Prioritization

The MAPP framework emphasizes community involvement in each step of the process; HTC continues to be committed to this principle. Once the primary health issues were identified using the criteria listed above, the Core Committee turned to community members for data review and prioritization. Findings were presented to the Steering Committee at a meeting on November 1, 2017.

Following the data presentations, attendees determined the primary health issues with a weighted voting system. Attendees were prompted to consider three primary criteria: what value the issue had to the community (measured through the CHNA’s community opinion survey), whether there were proven solutions available for implementation, and the consequences of inaction.

Prioritized Health Issues

After following the processes described above, the list of Teton County’s primary health behaviors and conditions for 2018 was as follows:

1. Mental Health
2. Alcohol Use
3. Sexual/Reproductive Health
4. Chronic Disease/Cancer Screenings
5. Nicotine Use
6. Immunizations 65+

The prioritized SDOH that were identified during the above process and were:

1. Severe Housing
2. Access to Care
3. Food Insecurity

These issues will be addressed separately in the report.

For reference, the 2015 list of prioritized health issues, which included SDOH, is below:

1. Access to Health Services
2. Severe Housing
3. Food Insecurity
4. Routine Screenings
5. Transportation
6. Immunizations for 65+
7. Sexually Transmitted Infections
8. Nicotine Use
9. Radon
10. Youth Alcohol Use
Interpreting the Data

The primary data sources used by HTC throughout this initiative have been, and will continue to be, County Health Rankings (CHR) and Network of Care (NoC). CHR is an online resource (www.countyhealthrankings.org) managed by the University of Wisconsin that annually reports on and ranks vital statistics for almost every county in the United States. The rankings are comprised of data from state and national data sets, including the Center for Disease Control’s Behavioral Risk Factor Surveillance Surveys (BRFSS). They are reliable, valid, and utilized by counties nationwide to assess community health status. CHR also provides data trends for indicators whose data collection methods have remained consistent over time. In this report, trend data will be reported through line charts when available. NoC is an online database that utilizes additional national and state sources; this site contains a broader spectrum of measures than CHR.

It is important to point out that although CHR report data as “2017,” the most recent data available is often from 2015 or 2016. Similarly, BRFSS data reported in 2017 is describing population statistics from one or two years ago. The data source, including the year the data was collected, is listed for every indicator reported in this document.

This lag in the release of data is important to keep in mind as we track progress and report on key indicators; the work being done presently in 2018 to improve Teton County’s health measures will not be reflected in the standardized data until approximately 2020.

Additionally, note that while some data points can be compared year to year in order to create trend lines, BRFSS data collection methods changed in 2016. This alteration of methodology means that data collected in 2015 or earlier may not be directly comparable to the data reported in the ensuing years. This discrepancy should be kept in mind for measures that use BRFSS as their data source.

Statistical significance is a concept utilized throughout this report. When two measures are statistically significant, it means that the difference between the numbers is not attributable to chance.
Data Key

2017 data will be displayed through a graphic like the one shown below. When available, each image will list data for Teton County (TC) and Wyoming (WY), in large circles along a gradient bar. Markers closer to the green end indicate higher performing measures while markers closer to the red end indicate lower performing measures. HP2020 target measures, when available, will be indicated by a vertical blue bar.

Additional Resources

A complete list of health indicators for Teton County can be found on Teton County’s Network of Care website (http://teton.wy.networkofcare.org/ph/index.aspx). See Appendix B for a list of additional community health reports and data resources.
Community Overview

Teton County, Wyoming is a small county in western Wyoming with an estimated population of 23,125 according to the most recent estimate by County Health Rankings. The region offers acclaimed outdoor recreation throughout all four seasons, and tourism is a central driver of the local economy. Wilderness, National Forest, and National Parks make up over 97% of the county’s 2.7 million acres. Although remote, Teton County attracts residents and visitors of great wealth and, as a result, is home to a large working class and observes substantial socio-economic disparities (Source: 2017 Jackson Hole Compass).
## Demographics

for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th>Population</th>
<th>23,125</th>
</tr>
</thead>
<tbody>
<tr>
<td>% below 18 years of age</td>
<td>18.80%</td>
</tr>
<tr>
<td>% 65 and older</td>
<td>13.00%</td>
</tr>
<tr>
<td>% Non-Hispanic African American</td>
<td>0.60%</td>
</tr>
<tr>
<td>% American Indian and Alaskan Native</td>
<td>1.10%</td>
</tr>
<tr>
<td>% Asian</td>
<td>1.30%</td>
</tr>
<tr>
<td>% Native Hawaiian/Other Pacific Islander</td>
<td>0.10%</td>
</tr>
<tr>
<td>% Hispanic</td>
<td>15.00%</td>
</tr>
<tr>
<td>% Non-Hispanic white</td>
<td>81.40%</td>
</tr>
<tr>
<td>% not proficient in English</td>
<td>4%</td>
</tr>
<tr>
<td>% Females</td>
<td>48.40%</td>
</tr>
<tr>
<td>% Rural</td>
<td>46.40%</td>
</tr>
</tbody>
</table>

Source: County Health Rankings
The suicide rate in Teton County (23.89/100,000) is significantly higher than that of Wyoming (21.4/100,000). The rate has also increased from the measure reported in the 2015 CHNA report (6.99/100,000). These factors, along with mental health being selected in the 2017 community survey as the primary “most pressing health issue” that needs to be addressed by 24% of respondents, led mental health to be included as a prioritized issue. 49% of respondents chose mental health for their first, second, or third choice of most pressing health issue.
## Mental Health Measures
for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th></th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suicide rate</td>
<td>6.99/100,000</td>
<td>23.89/100,000</td>
<td>10.2/100,000</td>
</tr>
</tbody>
</table>
Data Analysis: 2018 Prioritized Health Issues

Health Behavior and Condition 2
Alcohol Use

Adult Binge Drinking, Teton County CHNA 2018

Both adult and youth drinking measures met criteria to be included in the prioritized list of issues. Binge drinking is defined as five or more drinks for men, or four or more drinks for women, per occasion. The adult binge drinking rate of 22.7% in Teton County was significantly higher than Wyoming’s rate of 16.6%. Excessive drinking (a CHR indicator that is described as percentage of adults reporting binge or heavy drinking) was also identified in HTC’s 2016 Annual Update as a possible emerging issue. In future rounds of the CHNA, excessive drinking will also be used as an indicator for the health issue alcohol use.

Similarly, the rate of youth who reported that their parents were their primary means of availability of alcohol was 61.6% for 8th graders in Teton County, while the Wyoming rate for this measure was 45.0%. Teton County’s rate is significantly higher than Wyoming. In addition, the percentage of 12th graders who reported using alcohol in the past 30 days was higher in Teton County (47.0%) than Wyoming (36.0%) in 2015.

Alcohol was also an area of concern for community members as seen in the community health survey. 54% of respondents identified Alcohol Use as the primary risky behavior that needs to be addressed in the community; 84% of respondents chose Alcohol Use for their first, second, or third choice of risky behaviors.

During the prioritization process, alcohol was ranked as the number two health issue in Teton County.
# Alcohol Use Measures

for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th>Alcohol Use Measure</th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Binge Drinking</td>
<td>22.7% (Source: 2011-2013 WY BRFSS)</td>
<td>22.7% (Source: 2011-2015 WY BRFSS)</td>
</tr>
<tr>
<td>Parents as primary means of availability of alcohol</td>
<td>No data collected</td>
<td>61.6% (Source: 2016 Wyoming Prevention Needs Assessment (PNA))</td>
</tr>
<tr>
<td>Youth alcohol use within the past 30 days (12th grade)</td>
<td>49.0% (Source: 2013 WY PNA (PNA))</td>
<td>47.0% (Source: 2015 WY PNA)</td>
</tr>
</tbody>
</table>
Sexual/Reproductive Health continues to be an issue of concern in Teton County. The 2015 CHNA identified this issue based upon the sexually transmitted infection (STI) rate. The indicator used to estimate the presence of STIs is chlamydia incidence per 100,000 population. The STI rate in Teton County rose from 209/100,000 in 2015 (2011 data) to 353/100,000 (2015 data) in 2018. A new indicator for this year is youth condom use.

Data suggests a downward trend among usage for 6th to 12th graders in WY; Teton County’s youth condom use rate is 25%. In addition, Teton County’s HIV rate remains above the HP2020 target.

Unsafe Sex was the third most selected choice in the most recent community health survey; 24% of respondents chose Unsafe Sex for their first, second, or third choice of risky behaviors that need to be addressed in the community.
## Sexual/Reproductive Health Measures
for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th>Measures</th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth condom use</td>
<td>No data collected</td>
<td>25%</td>
<td>87.6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: 2015 Youth Risk</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Behavior Surveillance Survey</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(YRBSS)</td>
<td></td>
</tr>
<tr>
<td>HIV rate</td>
<td>88/100,000</td>
<td>83/100,000</td>
<td>12.4/100,000</td>
</tr>
<tr>
<td></td>
<td>Source: 2010 WY Vital Statistics</td>
<td>Source: 2013 County Health Rankings</td>
<td></td>
</tr>
<tr>
<td>Chlamydia rate</td>
<td>209/100,000</td>
<td>353.2/100,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Chronic Disease/Cancer Screenings is another issue that remains on the prioritized health issue list from 2015. Mammography screening rates in Teton County have declined from 75.7% (2007-2011 data) to 69.5% (2014 data) at the time of this report. Mammography screening is a measure of women from the ages of 50 to 74 who have received a mammogram in the past two years. Similarly, the colorectal screening rate of 66.3% is below the HP2020 target of 70.5%. Deaths from colorectal cancer is a new indicator in this category; the Teton County rate of 22.1/100,000 is higher than the Wyoming rate of 14.3/100,000 and the HP2020 target rate of 14.5/100,000.

Cancer was the second most selected choice in the community health survey; 23% of respondents chose Cancer as the most pressing health issue in the community, and 42% selected it as their first, second, or third choice.
## Chronic Disease/Cancer Screening Measures
for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th></th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mammography screening</td>
<td>75.7%</td>
<td>69.5%</td>
<td>81.1%</td>
</tr>
<tr>
<td>Colorectal Screening</td>
<td>66.3%</td>
<td>No new data</td>
<td>70.5%</td>
</tr>
<tr>
<td>Source: 2007-2011 BRFSS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deaths from colorectal cancer</td>
<td>No data collected</td>
<td>22.1/100,000</td>
<td>14.5/100,000</td>
</tr>
<tr>
<td>Source: 2009-2013 National Cancer Institute</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Nicotine Use continues to be a health issue in Teton County due to the increasing mainstream use of e-cigarettes, vape pens, e-hookahs and other electronic nicotine delivery devices. The 2016 Wyoming Prevention Needs Assessment (PNA) data shows that in Teton County 9% of 8th graders, 26% of 10th graders and 27% of 12th graders have reported using e-cigarettes in the last 30 days. The Wyoming 2016 PNA data also shows that e-cigarettes were the second most commonly reported substance used by 8th and 12th graders in the last 30 days.

For 10th graders, e-cigarettes tied with alcohol as the most commonly reported substance. More data on nicotine use will be included in future reports as the trend of using electronic nicotine delivery devices increases.

Smokeless Tobacco Use is defined as the percentage of males that reported using smokeless tobacco products. The current data available indicates that the Teton County rate is 6.7% for the period 2011-2015. This is substantially higher than the HP2020 target of 0.3%.
## Smokeless Tobacco Use (Males) Measures
for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th>Smokeless Tobacco Use (Males)</th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6.7%</td>
<td>Data not available</td>
<td>0.3%</td>
</tr>
<tr>
<td>Source: 2011-2015 WY BRFSS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The issue of Immunizations for 65+ includes two measures: influenza immunization rates and pneumococcal immunization rates. Teton County’s influenza immunization rate from the 2015 report dropped from 49.3% (2007-2011 data) to 38.5% (2011-2015 data). The HP2020 target for both measures is 90.0%. Though closer to the target at 74.8% (2011-2013 data), the pneumococcal immunization rate is still below the target.
## Immunization Measures for 65+

for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th></th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Influenza Immunizations for 65+</strong></td>
<td>49.3%</td>
<td>38.5%</td>
<td>90.0%</td>
</tr>
<tr>
<td><strong>Pneumococcal Immunizations</strong></td>
<td>74.8%</td>
<td>No new data</td>
<td>90.0%</td>
</tr>
<tr>
<td>Source: 2011-2013 BRFSS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Severe Housing is defined as “A household that has one or more of the following: housing unit lacks complete kitchen facilities; lacks complete plumbing; severely overcrowded (1.5 persons or more per room); severely cost burdened (monthly costs including utilities exceeding 50% of monthly income)” by CHR. Teton County’s rate of 19.0% is significantly higher than the Wyoming rate of 12.0%. A similar measure is overcrowding, which is defined by the U.S. Department of Housing and Urban Development (HUD) as either more than one person per room, or more than two persons per bedroom. The Teton County overcrowding rate of 3.76% (2009-2013 data) is higher than the Wyoming rate of 2.1% (2009-2013 data). In addition, the homeownership rate for Teton County is 60.5% compared to Wyoming, which is 69.1%. The US census considers a housing unit to be owner occupied if the owner or co-owners live in the unit.

When asked about the most important factors for a healthy community in the community health survey, respondents chose Affordable Housing as their primary issue. 52% of respondents selected Affordable Housing as their first, second, or third choice, while 25% of respondents chose this issue as the most important factor for them.
## Severe Housing Measures
for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th>Measure</th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severe Housing</td>
<td>20.0% (CHR)</td>
<td>19.0% (CHRS)</td>
<td>N/A</td>
</tr>
<tr>
<td>Overcrowding</td>
<td>No data collected</td>
<td>3.76% (HUD)</td>
<td>N/A</td>
</tr>
<tr>
<td>Homeownership Rate</td>
<td>No data collected</td>
<td>60.5% (US Census)</td>
<td>N/A</td>
</tr>
<tr>
<td>Renters spending 30% or more of</td>
<td>No data collected</td>
<td>43.8% (ACS)</td>
<td>N/A</td>
</tr>
<tr>
<td>income on rent</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sources:
- CHR: 2006-2010
- CHRS: 2009-2013
- HUD: 2009-2013
- ACS: 2016
Access to Care was the primary health issue identified in the 2015 CHNA. Uninsured rates are the primary measures that contribute to this issue. The adult uninsured rate has dropped since 2015, but it still remains above the HP2020 target of 0.0%.

The community health survey identified Access to Healthcare as the second most important factor for a healthy community. 48% of respondents selected Access to Care as their first, second, or third choice, while 20% of respondents chose this issue as the most important factor for them.
# Access to Care Measures

for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th></th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Uninsured Adults</strong></td>
<td>23.0% Source: 2011 American Community Survey (ACS)</td>
<td>21.4% Source: 2011-2015 ACS</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Uninsured Children (under 19 years old)</strong></td>
<td>13.0% Source: 2011 CHR</td>
<td>10.0% Source: 2014 CHR</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Disabled Individuals without Insurance</strong></td>
<td>No data collected</td>
<td>35.5% Source: 2011-2015 ACS</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
Social Determinant of Health Issue 3

Food Insecurity

Food Insecurity, Teton County CHNA 2018

Food Insecurity is defined as not having access to a reliable source of food and was a prioritized issue in the 2015 CHNA. Teton County’s Food Insecurity rate has dropped from 13.5% in 2015 to 10.0% in 2018, which indicates an improvement in local access to food. However, according to national statistics, 25.0% of children in Teton County are eligible for free or reduced-price lunch, which is an increase of over 10% from the 2015 CHNA (14.0%). These data demonstrate the complexity of addressing SDOH, due to the many contributing factors that affect each measure.
## Food Insecurity Measures
for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th></th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
<th>HP2020 Target Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Food Insecurity</strong></td>
<td>13.5%</td>
<td>10.0%</td>
<td>N/A</td>
</tr>
<tr>
<td>Source: 2011 Map the Meal Gap</td>
<td>Source: 2015 Map the Meal Gap</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Children Eligible for Free or Reduced Price Lunch (19 years old)</strong></td>
<td>14.0%</td>
<td>25.0%</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Data Analysis: Community Survey

A survey that focused on residents’ perceptions of the health and quality of life in Teton County was completed during the summer of 2017. The purpose of the survey was to gather opinions from adults aged 18+ about health issues and quality of life from a broad spectrum of residents. Surveys were available in Spanish and English; see Appendix C for the full survey.

To ensure widespread distribution of the survey, the HTC Core Committee conducted a variety of outreach efforts including:

» Staffed booths at seven well-attended community events
» Attended meetings of community organizations to provide information about the survey
» Distributed surveys to community social services and nonprofit partners
» Promoted the survey online and through social media channels
» Contacted large local employers for survey distribution to employees

The committee’s target response rate was 1,100 surveys; when the survey closed on September 30, 2017, community members had completed a total of 1,345 questionnaires. After removing invalid surveys, 1,335 were used in the following analyses. 253 of the surveys were completed in Spanish, which reflects 18.9% of the total responses. 23% of respondents reported commuting to Jackson for work.

*Please note: survey data only describe individuals’ perceptions about health and quality of life in the Greater Teton area and do not describe the true prevalence of health issues.
Demographics

Age of Respondents, Teton County Health & Quality of Life Survey, 2018

- <20, 1%
- 20-29, 16%
- 30-39, 27%
- 40-49, 22%
- 50-59, 16%
- 60-69, 12%
- 70-79, 4%
- 80-89, 1%
- ≥90, 1%

Gender of Respondents, Teton County Health & Quality of Life Survey, 2018

- Female, 69.1%
- Male, 30.8%
- Transgendered, 0.1%

Data Analysis: Community Survey
Data Analysis: Community Survey

Race of Respondents
Teton County Health & Quality of Life Survey, 2018

<table>
<thead>
<tr>
<th>Race</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>African American/Black</td>
<td>0.1%</td>
</tr>
<tr>
<td>Asian/Pacific Islander</td>
<td>1.2%</td>
</tr>
<tr>
<td>Mixed</td>
<td>0.7%</td>
</tr>
<tr>
<td>Native American</td>
<td>0.5%</td>
</tr>
<tr>
<td>White/Caucasian</td>
<td>88.4%</td>
</tr>
<tr>
<td>Did not specify</td>
<td>9.1%</td>
</tr>
</tbody>
</table>

Ethnicity, Self Reported
Teton County Health & Quality of Life Survey, 2018

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Latino/a</td>
<td>21%</td>
</tr>
<tr>
<td>Non-Latino/a</td>
<td>79%</td>
</tr>
</tbody>
</table>
Quality of Life, All Respondents
Teton County Health & Quality of Life Survey, 2018

<table>
<thead>
<tr>
<th>Quality of Life</th>
<th>All Respondents (n=1,335)</th>
<th>Spanish-speaking Respondents (n=253)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Good</td>
<td>56.3%</td>
<td>28.0%</td>
</tr>
<tr>
<td>Good</td>
<td>41.1%</td>
<td>65.0%</td>
</tr>
<tr>
<td>Poor</td>
<td>2.4%</td>
<td>7.0%</td>
</tr>
<tr>
<td>Very Poor</td>
<td>0.2%</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

When asked to describe the Quality of Life (QoL) in Teton County (“Please circle the level of QUALITY OF LIFE that you experience living in the greater Teton community”), almost all respondents selected either “Very Good” or “Good”. Only 2.6% of respondents reported the QoL as “Poor” or Very Poor.”
Data Analysis: Community Survey

Satisfaction with Community Elements

The survey contained a series of questions asking about the respondents’ satisfaction with a series of elements within the community. Answer options were “Strongly Agree”, “Agree”, “Disagree”, and “Strongly Disagree”.

Community Satisfaction Results, Teton County Health & Quality of Life Survey, 2018

- I am satisfied with the healthcare system in our community
- This community is a good place to raise a family
- This community is a good place to grow older
- There is economic opportunity in our community

- Strongly Agree
- Somewhat Agree
- Somewhat Disagree
- Strongly Disagree
Data Analysis: Community Survey

Community Satisfaction Results, Teton County Health & Quality of Life Survey, 2018

- I am satisfied with the healthcare system in our community.
- This community is a good place to raise a family.
- This community is a good place to grow older.
- There is economic opportunity in our community.
- Our community is a safe place to live.
- Our community is able to support individuals and families during times of stress and need.
- Our community’s environment is clean.
- I believe that I have influence in our community to make it a better place to live, work, learn or play.
Most Important Factors for a Healthy Community

Respondents were asked to select and rank their three most important factors for a healthy community.

Factors for a Healthy Community, Teton County Health & Quality of Life Survey, 2018

<table>
<thead>
<tr>
<th>Factors for a Healthy Community</th>
<th>First most important</th>
<th>Second most important</th>
<th>Third most important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to healthcare</td>
<td>20%</td>
<td>12%</td>
<td>11%</td>
</tr>
<tr>
<td>Affordable housing</td>
<td>25%</td>
<td>11%</td>
<td>10%</td>
</tr>
<tr>
<td>Good jobs and healthy economy</td>
<td>9%</td>
<td>16%</td>
<td>16%</td>
</tr>
<tr>
<td>Healthy behaviors &amp; lifestyle</td>
<td>8%</td>
<td>10%</td>
<td>8%</td>
</tr>
<tr>
<td>Clean environment</td>
<td>8%</td>
<td>10%</td>
<td>8%</td>
</tr>
<tr>
<td>Safety</td>
<td>6%</td>
<td>9%</td>
<td>6%</td>
</tr>
<tr>
<td>Schools</td>
<td>3%</td>
<td>8%</td>
<td>8%</td>
</tr>
<tr>
<td>Strong family life</td>
<td>4%</td>
<td>3%</td>
<td>4%</td>
</tr>
<tr>
<td>Good place to raise children</td>
<td>6%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Access to mental health services</td>
<td>2%</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>Parks and recreation</td>
<td>1%</td>
<td>5%</td>
<td>2%</td>
</tr>
<tr>
<td>Access to transportation</td>
<td>1%</td>
<td>3%</td>
<td>2%</td>
</tr>
<tr>
<td>Religious or spiritual values</td>
<td>1%</td>
<td>3%</td>
<td>2%</td>
</tr>
<tr>
<td>Arts and cultural events</td>
<td>0%</td>
<td>3%</td>
<td>1%</td>
</tr>
<tr>
<td>Excellent race relations</td>
<td>0%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>Other (Please list)</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Low death &amp; disease rates</td>
<td>0%</td>
<td>0%</td>
<td>1%</td>
</tr>
</tbody>
</table>
Factors for a Healthy Community, Teton County Health & Quality of Life Survey, 2018

- Access to health care
- Affordable housing
- Good jobs and healthy economy
- Healthy behaviors & lifestyle
- Clean environment
- Safety
- Good schools
- Good place to raise children
- Strong family life
- Access to mental health services
- Parks and recreation
- Access to transportation
- Religious or spiritual values
- Arts and cultural events
- Excellent race relations
- Other (Please list)
- Low death & disease rates
Risky Behaviors that Need to be Addressed in the Community

Respondents were asked to select and rank the top three risky behaviors that they felt needed to be addressed in the community.

### Risky Behaviors that Need to be Addressed, Teton County Health & Quality of Life Survey, 2018

- Alcohol abuse: 54%
- Drug abuse: 41%
- Poor eating habits: 12%
- Tobacco use: 15%
- Unsafe sex: 15%
- Not using seatbelt/child safety seat: 8%
- Not getting vaccinated: 8%
- Dropping out of school: 8%
- Not using birth control: 5%
- Lack of exercise: 4%
- Other (Please list): 4%
Distracted Driving and Unsafe Recreational Practices both appeared in the “Other” category 19 and 17 times, respectively.
Most Pressing Health Issues in the Community

Respondents were asked to select and rank the top three most pressing healthy issues that they felt were prevalent in the community.

<table>
<thead>
<tr>
<th>Issue</th>
<th>First most important</th>
<th>Second most important</th>
<th>Third most important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homicide</td>
<td>0%, 0%, 0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIV/AIDS</td>
<td>0%, 1%, 1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respiratory/lung disease/asthma</td>
<td>0%, 1%, 2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infectious diseases</td>
<td>1%, 1%, 2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dental problems</td>
<td>1%, 2%, 3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High blood pressure</td>
<td>1%, 3%, 3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teenage pregnancy</td>
<td>1%, 2%, 4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Please list)</td>
<td>4%, 1%, 2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STDs</td>
<td>2%, 3%, 4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heart disease and stroke</td>
<td>2%, 4%, 4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child abuse/neglect</td>
<td>3%, 3%, 4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Obesity</td>
<td>2%, 5%, 5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rape/sexual assault</td>
<td>2%, 5%, 6%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor vehicle crashes</td>
<td>5%, 7%, 8%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetes</td>
<td>7%, 8%, 5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suicide</td>
<td>7%, 7%, 9%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aging problems</td>
<td>8%, 7%, 8%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic violence</td>
<td>7%, 14%, 11%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cancers</td>
<td>23%, 10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental health problems</td>
<td>24%,</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Most Pressing Health Issues, Teton County Health & Quality of Life Survey, 2018
Data Analysis: Community Survey

Most Pressing Health Issues, Teton County Health & Quality of Life Survey, 2018

- First most important
- Second most important
- Third most important

Graph showing the percentage of respondents who identified each health issue as their first, second, or third most important concern.
Spanish-language Survey Differences

The Spanish-language survey saw slightly different results for certain survey measures. These differences are important to note as they may guide implementation strategies and future interventions.

The top three most important factors for a healthy community for Spanish-speakers were:
1. Access to healthcare
2. Affordable housing
3. Good jobs and a healthy economy

The top three risky behaviors that need to be addressed for Spanish-speakers were:
1. Drug abuse
2. Alcohol abuse
3. Not using vehicle safety belt

The top three most pressing health issues in the community for Spanish-speakers were:
1. Cancer
2. Diabetes
3. Domestic violence
Data Analysis: Forces of Change

The aim of the Forces of Change (FoC) assessment was to solicit community input on the overarching factors, trends, and events that were currently affecting Teton County, had potential to affect Teton County in the future, or had previously affected Teton County. This assessment was conducted as a part of the HTC Steering Committee meeting on November 1, 2017. Participants were separated into three groups and rotated through stations where facilitators assisted with the identification of either trends, factors, or events present in Teton County. The following charts provide a summary of the topics that were discussed.

What are some factors that have influenced the health of our community over the last two years?

(Factors are discrete elements, such as a community’s large ethnic population, an urban setting or a jurisdiction’s proximity to a major waterway.)

» Our economy is dependent on tourism and 2nd home owners
» Proximity and frequency to recreational opportunities
» Peer pressure around extreme activities
» Increase in low-income, uninsured accessing services
» Highly competitive environment (especially post-partum)
» No middle class for outdoor opportunities
» Access to recreational opportunities for kids
» Access to daycare (especially affordable)
» Social media impacting health. Constant (not always accurate, often exaggerated)
» “Keeping up” parents- i.e. phones
» Education for parents about kids social/emotional needs
» Over-employment - leads to lack of time, increased stress
» Climate change! (size of storms-also a trend)
» Geographic isolation leads to high travel for families with kids in sports
» Transportation for health care
» Ease of access to opioids
» Changes in local and state funding (trend as well)
» High cost of healthcare (especially preventative care)
» Air quality (trend as well)
» Light pollution
» Public safety related to transportation
» Construction (road rage, poor roads, distracted driving)
Data Analysis: Forces of Change

» Housing issues, proximity to public lands, overcrowding/traffic, childcare difficulties (affordability and just finding space at centers)

» Alcohol abuse

» Increase in opioid abuse, increase in local public events—in general that also corresponds to an increase in events that serve and promote serving alcohol, lack of parental/guardian access to awareness, education, prevention affects social norms and trends that today’s youth in our community are exposed to on a regular basis that ultimately affect their health and the health of our community.

» The ever-increasing needs of middle class not just our Latino population

» Housing scarcity seems to be getting even worse as prices increase to own and to rent. Access to alcohol is still abundant and for some reason I have heard more about alcohol related incidents lately. Access to an active lifestyle continues to improve with path22 completed. At Friends of Pathways (FOP), we’ve seen an increase in e-bikes that give people more access to commuting by bicycle.

» Limited access to medical care for those without health insurance and Latinos

» E-bikes

» Mental health access, instability of the health insurance system

» Influx of tourists

» Cost of living in Teton County—formulas based on federal poverty income levels may disqualify individuals that could use assistance, but don’t qualify because of higher incomes. The higher incomes, however, are still not enough to manage the high cost of living.

» Continued increases in visits to the national parks

» Wealth disparity

» Lack of services to address mental health needs and increase in drug use

» Transportation infrastructure is lacking—proximity to two national parks

» Increased stress with housing and overall affordability to live in Jackson and serving outlying commuter communities more and more.

» Proximity to public lands, tourism-based economy

» Resort community with large seasonal population and workforce changes, weather difficulties six months of the year, cultural norm of play/recreate hard or extreme, one of the highest cost of living communities in the country with wages that don’t support this

» Housing, weather & natural events, road conditions, proximity of grocery stores

» Getting the word out there.

» Stress from housing and wages

» Lack of housing people having to work multiple jobs lack of health insurance or expensive health insurance
What are some trends that have affected the health of our community over the last two years?

(Trends are patterns over time, such as migration in and out of a community or a growing disillusionment with the government.)

» Increase in diverse community
» Increase in activity and recreation
» Sense of surrounding community members associating more with Teton County than the community in which they reside since they work, seek care and at one time were residents in Teton County
» A growing community of commuters
» Growing tourism/overcrowding
» Greater economic division between the working class and the visitors/second home owners
» Heroin and opiates
» More and more ineffective government decision making and resolution. A good example is our County’s inability to look at changing zoning for housing or population growth needs
» In our counts at FOP, we’ve seen an increase in people using bike paths and lanes for what looks like commuting when they expect there will be congestion, like during the eclipse or holidays. It seems like more people are moving out of the community, especially the Hispanic community.
» Latinos growing fear of deportation, costs of medical care
» Housing uncertainty. Cultural divisions exacerbated by Trump presidency.
» Increase in housing costs
» Costs of medical care
» Off season specials
» Increase in cost of childcare/lack of it
» Many citizens commute long distances to work in Teton County
» 1) Uncertainty about ACA – its continued existence, policy and resource directions and how that affects rates of insured and insurance companies willing to stay in the Marketplace, insurance rate affordability; 2) Changes in tenor and direction of national immigration policy – bearing on the mental health and of immigrants and their children; possibly an increased reluctance to seek health care and assistance related to safety and well-being
» Increased cost and decreased accessibility of housing
» Availability of health options: food choices, active lifestyles and good decisions.
» Housing shortage continues with no end in sight to increases in rent
» Growing fear among our community’s immigrant population, rising financial insecurity and related stress
» Availability of information has increased dissatisfaction with government and community leaders
» Increasing tourism with a more diverse population, transportation bottlenecks housing challenges escalating into a crisis
» Growing level of need, meaning higher intensity needing crisis intervention rather than early intervention
Data Analysis: Forces of Change

» Migratory nature of population, increase in commuting workforce, increase in income disparity
» Increased accessibility and availability of heroin and methamphetamine in our region, more jobs than workforce causing more stress and responsibility on current workforce, decreased county law enforcement, increasing cost of living, increasing traffic congestion, longer commute times, increased population, decreased housing, increased stress and lower overall well-being due to all the above
» Employee turnover, local quality foods
» Media coverage
» Increasing numbers of people passing through town; longer and more crowded tourist season; increased tension and stresses
» Increase in stress and responsibility on workforce
» Seasonal residents - more sophisticated about healthcare needs
» Politically active community/ engaged/ voter turnout
» Increase transition in TCSD = increased accommodation
» Increase in active transportation (alternative transportation)
» Increase of lower SES class
» Shrinking middle class
» Decrease in volunteers/lack of interest. Rotation of same pool of people.
» Decrease in funding for early intervention services and prevention
» Low income moving but still using TC services
» Increase in food cost/hard to have healthy options with diet of low income individuals and families
» Lack of indoor recreation space (especially for impaired mobility and young parents)

What are some events that have affected health in Teton County over the last two years?
(Events are one-time occurrences, such as a hospital closure, a natural disaster or the passage of new legislation.)

» New presidency - affecting ACA confidence, immigration/dreamers, funding for social services
» Power outages and other closures during winter 2017 wildfires/smoke
» Budget strains of the state of Wyoming
» Winter storm of 2016 that eliminated power for many residents in Teton and surrounding areas.
» Traffic. Our community voted loudly not to expand our START bus system and with that comes expansion of highways. Enough said for the crybabies who don't want highways next to neighborhoods they live in yet full well knowing these were planned well before they built houses. Example: let's get the Brown connector built
» The eclipse planning group had all the authorities from Town, County, Park, Wildlife Refuge, Forest, etc. working together to form a disaster preparedness plan. I think this is an incredible thing for public safety
Data Analysis: Forces of Change

» Power outage in February
» Presidential election. School reconfiguration.
» Van Vleck temporary closure. New president/legislation. ICE
» The great eclipse of 2017
» Closure of Western Wyoming Family Planning – this happened more than 2 years ago. I don’t know if the gap has been fully filled by Teton County Public Health. Perhaps resources are not available to do so.
» National parks’ 100-year anniversary. Solar eclipse.
» Divisive immigration discourse unstable/unpredictable deportation protocol
» Lack of housing, increase in families living with other families - increase in homeless population in school district. Increase in students receiving free or reduced lunch support.
» Eclipse totality
» Political climate and culture with healthcare insurance. Lack of responsiveness
» Financial budget crisis at state level resulting in decreased funding/reduction in services/loss of services
» State budget issues, Park Anniversary brought in record numbers of visitors, JHMR seeing record numbers of skiers in 2017
» Road closures due to natural events, power outages, all weather-related events
» Preparations for the eclipse
» Immigration rule changes
» Portrait gate
» Old Bill’s fun run
» PMO budget cuts
» Severe weather elsewhere
» Terrorist and other events (elsewhere)
» Ferguson
» Social media reactions
» Bike and walk to school days
» Multiple walk/run events available
» Opening new elementary school
» Free services days: health, legal, taxes
» Suicide (-)
» Gaining designation as Age Friendly
» (-/+) Special events
» 1st Sat in June marathon- road closures
» Remember civil discourse (+)
» Grove (+)
» Church/ Latino immigration meeting (+)
Data Surveillance

HTC plans to continue monitoring and addressing the prioritized issues from the 2015 report that did not meet the criteria for inclusion during this iteration of the CHNA. Those issues include transportation and radon. Data and action updates are provided below.

Transportation

Long travel time to work

<table>
<thead>
<tr>
<th></th>
<th>TC</th>
<th>WY</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.9%</td>
<td></td>
<td>15.0%</td>
</tr>
</tbody>
</table>

In the 2015 CHNA report transportation was prioritized as a top health issue. Since the 2015 report, Teton County and the Town of Jackson have completed an Integrated Transportation Plan. The entire plan can be found here: http://tetoncountywy.gov/DocumentCenter/View/1992. Teton County has also hired an Integrated Transportation Plan coordinator to begin implementation of the plan in the years to come.

Additionally, the Town of Jackson has created a Complete Streets Plan, this plan can be found here: http://tetoncountywy.gov/DocumentCenter/View/2028. From 2011 to 2015, 12.9% of Teton County residents reported that their commute was longer than 30 minutes, compared to 15% of commuters in Wyoming. This is not a statistically significant difference.
## Transportation Measures
for Teton County, WY, 2018 CHNA

<table>
<thead>
<tr>
<th></th>
<th>TC 2015 CHNA</th>
<th>TC 2018 CHNA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long commute</td>
<td>12.0% Source: American Community Survey (5-year estimate 2008-2012)</td>
<td>12.9% Source: American Community Survey (5-year estimate 2011-2015)</td>
</tr>
<tr>
<td>Drive alone to work</td>
<td>62.18% Source: American Community Survey (5-year estimate 2008-2012)</td>
<td>63.96% Source: American Community Survey (5-year estimate 2011-2015)</td>
</tr>
</tbody>
</table>

## Annual Average Daily Traffic in Teton County, WY
from WYDOT, 2018 CHNA

<table>
<thead>
<tr>
<th>Junction</th>
<th>2016</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teton Pass (From Mile Marker 11.021 to 17.40)</td>
<td>4,944</td>
<td>5,214</td>
<td>5,057</td>
</tr>
<tr>
<td>Hoback Junction (Mile Marker 141.3)</td>
<td>8,413</td>
<td>7,912</td>
<td>6,288</td>
</tr>
<tr>
<td>WY 22 Junction into Jackson</td>
<td>18,204</td>
<td>20,203</td>
<td>19,596</td>
</tr>
<tr>
<td>Junction of Hwy 89/191 and Teton Park Rd.</td>
<td>5,231</td>
<td>4,922</td>
<td>4,816</td>
</tr>
<tr>
<td>Junction of Hwy 390 and WY 22</td>
<td>11,249</td>
<td>10,715</td>
<td>10,161</td>
</tr>
<tr>
<td>Middle School Rd. to Range View Dr.</td>
<td>3,329</td>
<td>3,017</td>
<td>2,733</td>
</tr>
</tbody>
</table>
Radon

In the 2015 CHNA, radon was prioritized as a top health issue for Teton County. Since 2015, the community action group for Radon has focused on public outreach and education to raise community awareness about radon.

Radon is a colorless, odorless, tasteless gas that forms naturally when radioactive metals break down in rocks, soil, and groundwater. This gas enters buildings from the soil beneath and can build up to dangerous levels inside any home. Radon is a proven carcinogen; according to the U.S. Environmental Protection Agency (EPA), exposure to radon gas is the number one cause of lung cancer among non-smokers, causing more than 21,000 deaths annually. The EPA designates Teton County, along with most of Wyoming, a Zone 1 Radon Area. This means that the predicted average indoor screening levels are greater than the EPA’s threshold of 4 pCi/L (picocuries per liter, a unit of radioactivity measurement).

Teton County Environmental Health (TCEH) sells short-term radon test kits to the public. These kits measure the amount of radon gas in the given room over a period of 3-7 days. Of the 131 results returned from those kits in 2016, 41% of homes tested high for radon (greater than the 4 pCi/L threshold). In 2017, 40% of the 95 results came back above the threshold.

If high levels of radon are detected with a short-term test kit, TCEH recommends re-testing, and possibly pursuing a home mitigation system to reduce radon levels in the indoor environment. TCEH is available to assist county residents with resources and more information.
Positive Indicators

Indicators in which Teton County performed better than either Wyoming or the United States are listed below. These indicators will be reviewed during each CHNA iteration to ensure that the measures continue to perform well.

» Adult obesity
» Physical inactivity (Age 20+)
» Access to exercise opportunities
» Poor or fair health
» Poor physical health days
» Frequent physical distress
» Poor mental health days
» Frequent mental distress

» Teen births
» Low birthweight
» Preventable hospital stays
» Prostate cancer incidence
» Diabetic monitoring
» Diabetes prevalence
» Radon
Areas to Explore or Emerging Issues

Topics that have been discussed as emerging within the community will be further analyzed as time and resources allow. Current issues of interest that will be monitored include:

Opioid Use

This has been observed in the community by social services professionals and indicated as an issue by community members in the community survey. The County Coroner reports seven deaths due to opioids in 2016-2017. Additionally, over 25 clients are currently seeking opioid-related substance abuse services in Teton County.

Domestic Violence

The number of adult primary victims served in Teton County has risen from 175 to 176 to 184 in the years 2015, 2016 and 2017, respectively.

Next Steps

The next step for HTC is to work with community members to develop implementation plans for each of the issues discussed in this report. Implementation plans will include target measures, actions to be taken, and key community partners. The Community Health Improvement Plan (CHIP) will be published later in 2018.
Appendix B – Other Community Resources

1. Teton County Network of Care  
   https://www.tetoncountywy.gov/1291/Network-of-Care
2. 2015 Teton County Latino Community Assessment  
   http://eriksen-meierconsulting.com
3. 2016 Teton County Mental Health Assessment  
   https://stjohnshospitalfoundation.org/program/mentalhealth/
4. 2017 Teton County Community Youth Needs Analysis  
   https://www.one22jh.org/news/youth
Healthy Teton County Community Survey

Healthy Teton County wants to know what YOU think of living in the greater Teton area. Your voice will help us to paint a picture of life in this region and identify areas where we can improve services, resources, and collaboration.

Instructions: Please take a few minutes to tell us about yourself and your experiences in the Teton community. When thinking of your community, consider the neighborhoods or areas where you live, work, learn, and /or play. Your responses are completely anonymous.

1. Zip code where you live: ___________________ Do you commute to Teton County for work? ________

2. Please circle the level of QUALITY OF LIFE that you experience living in the greater Teton community.
   (Consider your sense of safety, well-being, participation in community life, etc.)
   Very Good             Good              Poor              Very poor

3. Please indicate how strongly you agree or disagree with each of the following statements by placing a check mark in the appropriate box:

<table>
<thead>
<tr>
<th>Statement</th>
<th>Strongly agree</th>
<th>Somewhat agree</th>
<th>Somewhat disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>I am satisfied with the healthcare system in our community.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>(Consider access, cost, availability, quality, options in healthcare,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mental health services, etc.)</td>
<td></td>
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<tr>
<td>This community is a good place to raise a family.</td>
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<td></td>
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<tr>
<td>(Consider school quality, day care, after school programs, recreation)</td>
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<tr>
<td>This community is a good place to grow older.</td>
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<tr>
<td>(Consider elder-friendly housing, transport to medical services,</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>recreation, etc.)</td>
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<tr>
<td>There is economic opportunity in our community.</td>
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<tr>
<td>(Consider amount of locally-owned businesses, job availability &amp; training, career growth, affordable housing, commute, etc.)</td>
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<tr>
<td>Our community is a safe place to live.</td>
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<tr>
<td>(Consider at home, at work, in the schools, playgrounds, parks, etc.)</td>
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<tr>
<td>Our community is able to support individuals and families during times</td>
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<tr>
<td>of stress and need.</td>
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<tr>
<td>(Consider neighbors, support groups, mental health providers, faith</td>
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<tr>
<td>community, agencies, and organizations.)</td>
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<tr>
<td>Our community’s environment is clean.</td>
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<tr>
<td>(Consider air, water, trash, etc.)</td>
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<tr>
<td>I believe that I have influence in our community to make it a better</td>
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<tr>
<td>place to live, work, learn, or play.</td>
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</tr>
</tbody>
</table>

4. Please write any additional thoughts about the QUALITY OF LIFE in Teton County below:

Please see other side

Online survey available at: healthytetoncounty.org
5) Using numbers, tell us what the THREE MOST IMPORTANT FACTORS FOR A HEALTHY COMMUNITY are for you. *Rank your top three factors ONLY: 1=most important, 2=second most important, 3=third most important.*

___ Access to healthcare
___ Access to mental health services
___ Access to transportation
___ Affordable housing
___ Arts and cultural events
___ Clean environment
___ Excellent race relations
___ Good jobs and healthy economy
___ Good place to raise children
___ Good schools
___ Healthy behaviors & lifestyle
___ Low death & disease rates
___ Parks and recreation
___ Religious or spiritual values
___ Safety
___ Strong family life
___ Other:

6) Using numbers, tell us which THREE RISKY BEHAVIORS you think need to be addressed in our community. *Rank your top three factors ONLY: 1=most important, 2=second most important, 3=third most important.*

___ Alcohol abuse
___ Dropping out of school
___ Drug abuse
___ Lack of exercise
___ Poor eating habits
___ Not getting vaccinated
___ Tobacco use
___ Not using birth control
___ Not using seatbelt/child safety seat
___ Unsafe sex
___ Other:

7) Using numbers, tell us what our community’s THREE MOST PRESSING HEALTH PROBLEMS are, in your opinion. *Rank your top three factors ONLY: 1=most important, 2=second most important, 3=third most important.*

___ Aging problems
___ Cancers
___ Child abuse/neglect
___ Dental problems
___ Diabetes
___ Domestic violence
___ Heart disease and stroke
___ High blood pressure
___ HIV/AIDS
___ Homicide
___ Infectious diseases
___ Mental health problems
___ Motor vehicle crashes
___ Obesity
___ Rape/sexual assault
___ Respiratory/lung disease/asthma
___ STDs
___ Suicide
___ Teenage pregnancy
___ Other:

What is your age? __________

To which gender do you most identify?  
Female
Male
Transgendered

What race do you most identify with?  
African American/Black
Asian/Pacific Islander
Native American
White/Caucasian
Other________________

Are you Hispanic or Latino?  Yes  No
Encuesta de la Comunidad del Condado de Teton Saludable

Condado de Teton saludable quiere saber lo que piensa de vivir en el área de Teton. Su voz nos ayudará a pintar un cuadro de la vida en esta región e identificar áreas donde podemos mejorar los servicios, los recursos y la colaboración.

Instrucciones: Por favor tome unos minutos para hablarnos sobre usted y sus experiencias en la comunidad de Teton. Al pensar en su comunidad, considere los barrios o áreas donde vive, trabaja, aprende y / o juega. Sus respuestas son completamente anónimas.

1) Código postal donde vive: ________________ Usted conmuta al condado de Teton para el trabajo? ____

2) Por favor circule el nivel de CALIDAD DE VIDA que experimenta viviendo en la comunidad de Teton.
(Considere su sentido de seguridad, bienestar, participación en la vida comunitaria, etc.)

<table>
<thead>
<tr>
<th>Muy Bien</th>
<th>Bien</th>
<th>Pobre</th>
<th>Muy Pobre</th>
</tr>
</thead>
</table>

3) Por favor indique qué tan fuertemente está de acuerdo o en desacuerdo con cada una de las siguientes afirmaciones colocando una marca de verificación en el recuadro correspondiente:

<table>
<thead>
<tr>
<th>Totalmente de acuerdo</th>
<th>Parcialmente de acuerdo</th>
<th>Algo en desacuerdo</th>
<th>Muy en desacuerdo</th>
</tr>
</thead>
</table>

- **Estoy satisfecho con el sistema de salud en nuestra comunidad.**  
  (Considere el acceso, costo, disponibilidad, calidad, opciones en salud, servicios de salud mental, etc.)

- **Esta comunidad es un buen lugar para criar una familia.**  
  (Considere la calidad de la escuela, guardería, programas después de la escuela, recreación.)

- **Esta comunidad es un buen lugar para envejecer.**  
  (Considere la posibilidad de vivienda para los ancianos, el transporte a los servicios médicos, recreación, etc.)

- **Hay oportunidades económicas en nuestra comunidad.**  
  (Considere la cantidad de empresas de propiedad local, la disponibilidad de empleo y la formación, el crecimiento de la carrera, la vivienda asequible, conmutados, etc.)

- **Nuestra comunidad es un lugar seguro para vivir.**  
  (Considere en casa, en el trabajo, en las escuelas, parques infantiles, parques, etc.)

- **Nuestra comunidad es capaz de apoyar a individuos y familias durante momentos de estrés y necesidad.**  
  (Considere vecinos, grupos de apoyo, proveedores de salud mental, comunidad de fe, agencias y organizaciones.)

- **El ambiente de nuestra comunidad es limpio.**  
  (Considere el aire, el agua, la basura, etc.)

- **Creo que tengo influencia en nuestra comunidad para que sea un lugar mejor para vivir, trabajar, aprender o jugar.**

4) Por favor escriba cualquier pensamientos adicionales sobre la CALIDAD DE VIDA en el condado de Teton aquí:

Online survey available at: healthytetoncounty.org
5) Usando números, díganos cuáles son los TRES FACTORES MÁS IMPORTANTES para una comunidad saludable para usted. Clasifique sus tres factores principales solamente: 1=Lo más importante, 2=Segundo más importante, 3=Tercer más importante.

____Acceso a la salud
____Acceso a servicios de salud mental
____Acceso al transporte
____Vivienda asequible
____Eventos artísticos y culturales
____Ambiente limpio
____Excelentes relaciones raciales
____Buenos empleos y economía saludable
____Buen lugar para criar a los niños
____Buenas escuelas
____Comportamientos saludables/estilo de vida
____Bajas tasas de muerte y enfermedad
____Parques y Recreación
____Valores religiosos o espirituales
____Seguridad
____Vida familiar fuerte
____Otro:

6) Usando números, díganos cuáles son los TRES COMPORTAMIENTOS DE RIESGO MÁS IMPORTANTES que usted piensa que deben abordarse en nuestra comunidad. Clasifique sus tres factores principales solamente: 1=Lo más importante, 2=Segundo más importante, 3=Tercer más importante.

____Abuso de alcohol
____Abandonar la escuela
____Abuso de drogas
____Falta de ejercicio
____Los malos hábitos alimenticios
____No vacunarse
____El consumo de tabaco
____No usar anticonceptivos
____No usar el cinturón de seguridad
____Sexo inseguro
____Otro:

7) Usando números, cuáles son los TRES PROBLEMAS DE SALUD MÁS URGENTES de nuestra comunidad, en tu opinión. Clasifique sus tres factores principales solamente: 1=Lo más importante, 2=Segundo más importante, 3=Tercer más importante.

____Problemas de envejecimiento
____Cancer
____Abuso infantil/negligencia
____Problemas Dentales
____Diabetes
____Violencia doméstica
____Enfermedad Cardiovascular y Accidente Cerebrovascular
____Alta Presión Sanguínea
____VIH/SIDA
____Homicidio
____Enfermedades Infecciosas
____Problemas de salud mental
____Accidentes de vehículos
____Obesidad
____Violación/Asalto sexual
____Respiratorio/asma
____Enfermedades de transmisión sexual
____Suicidio
____Embarazo en la adolescencia
____Otro:

Cual es tu edad? __________

A qué género te identificas más?
Feminina
Masculino
Transgénero

Con que raza te identificas más?
Afroamericano
Asiático/Iseleño Pacífico
Nativo Americano
Blanco/Caucásico
Other _______________

Eres Hispano or Latino?  Si  No
2018 Community Health Needs Assessment Report

JIM
Presented By: Jodie Pond and Rachael Wheeler
September, 10th, 2018
Community initiative lead by Teton County Health Department and St. John’s Medical Center.

Teton County Health Department - required by the Wyoming Department of Health as a condition of grant and contract awards.

SJMC must participate in a community health needs assessment and create an implementation plan as a requirement of the Affordable Care Act.

Over 20 community organizations also participated.
2018 Community Health Needs Assessment (CHNA)

CHNA was developed utilizing Mobilizing for Action through Planning and Partnerships (MAPP)

Three assessments that employ quantitative and qualitative data to identify the primary health issues of the community

Identified health issues are prioritized by a Steering Committee comprised of community stakeholders
Prioritized Health Issues

2018 Health Behaviors and Conditions
1. Mental Health
2. Alcohol Use
3. Sexual/Reproductive Health
4. Chronic Disease/Cancer Screenings
5. Nicotine Use
6. Immunizations 65+

Social Determinants of Health
1. Severe Housing
2. Access to Care
3. Food Insecurity

2015 Health Issues
1. Access to Health Services
2. Severe Housing
3. Food Insecurity
4. Routine Screenings
5. Transportation
6. Immunizations for 65+
7. Sexually Transmitted Infections
8. Nicotine Use
9. Radon
10. Youth Alcohol Use
Next Steps

- Develop the 2018 Community Health Improvement Plan
  - Released Fall 2018
- 2019 Annual Data Update
- Third Iteration of the CHNA 2021
Questions?
STATEMENT/PURPOSE

The purpose of this item is for the Board of County Commissioners and Town Council to hear from the Forest Service regarding the Town and County role as Cooperating Agencies in the review process for the Snow King Mountain Resort On-Mountain Improvements Project Proposal in order to determine when the ideal time for Town and County input should occur and to coordinate the timelines for the Town and Forest Service Master Plan review. There will be no comment or discussion of the content of the Master Plans at this time.

BACKGROUND/ALTERNATIVES

The role of the Town and County as a Cooperating Agencies in the Forest Service process is as follows:

- Identifying significant environmental issues (including aspects of the human environment such as natural, social, economic, energy, urban quality, historic and cultural issues);
- Identifying the proposed actions’ relationship to the objectives of regional, State and local land use plans, policies and controls;
- Developing the proposed action and alternatives; and
- Describing the affected environment and environmental effects.
The Forest Service review process is generally described as follows:

<table>
<thead>
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<th>Critical Milestone</th>
<th>Target Dates</th>
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<td>Late September 2018</td>
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<tr>
<td>Forest Supervisor’s approval of issues and alternatives).</td>
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<tr>
<td>Review Draft EIS Chapters 1 and 2 (purpose &amp; need; description of the proposed</td>
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<td>action and alternatives)</td>
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<tr>
<td>Review Draft EIS Chapter 3</td>
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<tr>
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</tbody>
</table>

For further information and context of the overall Town review process for Town Master Plan, Forest Service Master Plan, and lease agreements please see the attached Town Council staff report dated September 4, 2018.

This is a non-action item.

**ATTACHMENTS**

Town Council staff report dated September 4, 2018

**FISCAL IMPACT**

None

**STAFF IMPACT**

N/A

**LEGAL REVIEW**

N/A

**Synopsis for PowerPoint (120 words max):**

**Purpose:**

**Background:**

**Fiscal Impact:**

STATEMENT/PURPOSE

The purpose of this item is to take public comment and receive Council direction on the process only for the upcoming Snow King Master Plans and lease agreement(s) reviews. There will be no comment or discussion of the content of the Master Plans or leases at this time.

Consideration will also be given to whether Council would like to provide comment to the Forest Service to extend their current public comment period on Scoping and Issue Identification.

BACKGROUND/ALTERNATIVES

At the August 20, 2018, Town Council Workshop staff presented information on the next steps in the Snow King Projects review process. Council direction from the Workshop to staff was to develop some specific alternative schedules for consideration at the September 4 meeting, with proposed dates utilizing Special Town Council meetings and larger venues for public comment when necessary. Please see the attached staff report from August 20, 2018, for more information.

Staff has provided below alternatives for each review body as it relates to the Town Master Plan, Town Lease Agreements and Forest Service Master reviews for consideration.

Planning Commission

The Town Planning Commission is responsible for conducting a Public Hearing and providing Town Council review/discussion and a formal recommendation of the submitted Town Master Plan. Review by the Teton County Planning Commission and Board of County Commissioners will be completed prior to the first Town Planning Commission public hearing. The first Public Hearing must be scheduled within 90 days of the application being deemed sufficient. Staff has proposed some general dates for consideration but suggests allowing the Planning Commission to set their own specific dates at their regular meeting on September 5 based upon Council direction.

Planning Commission Meeting #1

- Could be held at the September 19 regular meeting or scheduled for a special meeting with a larger venue on September 20 or the week of September 24.
  - The purpose of the meeting would be to allow Staff and the Applicant to make presentations, allow the Commission to ask questions and allow public comment on the item.
Planning Commission Meeting #2 (and #3+ if needed)

- The Commission would begin its discussion of the item by going through the proposed Town Master Plan topically and providing direction on desired modifications. Staff had previously recommended reviewing the Town Master Plan by chapter, but is now recommending review of the Town Master Plan based on the topics identified by the Snow King Vision Stakeholder Group.
- Staff anticipates that this may take more than one meeting, the Commission could choose to hold multiple Special meetings in the same week or over the course of two weeks.

Staff draft conditions of approval

- Based on the topical direction provided by the Commission in Meetings #2 and #3, staff will review the proposed Town Master Plan and identify the conditions of approval required to bring the Town Master Plan into conformance with the Commission’s direction.

Planning Commission recommendation (Meeting #4)

- The conclusion of the Planning Commission hearing will be review of the conditions drafted by staff and a formal recommendation that may include any additions, subtractions, or modifications to the conditions drafted by staff.
- The earliest the Planning Commission could complete the recommended process is October 4. More realistic is completion the week of October 8 or at their regular meeting on October 17.

Upon conclusion of the Planning Commission process there is typically 30 days but no more than 60 days before Town Council takes up the item. Council may want to consider whether to provide a date to the Planning Commission that they must be completed with their review.

A general timeline of the above is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Week of Sep. 17</th>
<th>Week of Sep. 24</th>
<th>Week of Oct. 1</th>
<th>Week of Oct. 8</th>
<th>Week of Oct. 15</th>
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<tbody>
<tr>
<td>PC Meeting #1</td>
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<td>PC Meeting #2-#3</td>
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<td>Draft Conditions</td>
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<td>PC Meeting #4</td>
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Town Council

The Town Council is responsible for conducting a Public Hearing and completing review/discussion and taking final action on the submitted Town Master Plan. The first Public Hearing must be scheduled within 60 days of completion of the Planning Commission recommendation (it typically occurs within 30 days). This time allows staff time to complete reports and meeting summaries for Council review, allows the applicant time to revise any portion of their application or provide additional material based upon the PC review, and allows the public to review new reports and materials prior to making public comment to Town Council. Although staff has provided tentative dates for consideration, the Town Council schedule will depend upon when the Planning Commission hearings are complete.

Town Council Meeting #1

- Could be held the Week of November 5 or 12 scheduled for a special meeting with a larger venue.
  - The purpose of the meeting would be to allow Staff and the Applicant to make presentations, allow the Council to ask questions and allow public comment on the item.

Town Council Meeting #2 (and #3+ if needed)

- Council would begin its discussion of the item by going through the proposed Town Master Plan and related aspects of the Forest Service Master Plan topically and providing direction on desired modifications. Staff had previously recommended reviewing the Town Master Plan by chapter, but is
now recommending review of the Town Master Plan and related aspects of the Forest Service Master Plan based on the topics identified by the Snow King Vision Stakeholder Group.

- Staff anticipates that this may take more than one meeting, Council could choose to hold multiple Special meetings in the same week or over the course of two weeks, staff notes that Thanksgiving is during this period.

Staff draft conditions of approval

- Based on the topical direction provided by Council in Meetings #2 and #3, staff will review the proposed Town Master Plan and Forest Service Master Plan and identify the conditions of approval of the Town Master Plan, recommendations to the Forest Service on the Forest Service Master Plan, and needed Lease Agreements between the Town and Snow King that are required to bring the Town Master Plan into conformance with Council direction.

Town Council action (Meeting #4)

- The conclusion of the Council hearing will be review of the conditions of approval of the Town Master Plan, recommendations to the Forest Service on the Forest Service Master Plan, and needed Lease Agreements between the Town and Snow King drafted by staff and final action on the Town Master Plan that may include any additions, subtractions, or modifications to the conditions drafted by staff.

Town Council Ordinance Readings

Upon conclusion of the review process the applicant may need to revise the Master Plan to incorporate any required modifications and staff will prepare required Ordinances for Council and Public review. There must be at least 10 days between first and third reading. The required Ordinance readings could take a regular, special or a combination of both based upon Council direction.

A general timeline of the above is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Week of Nov. 5</th>
<th>Week of Nov. 12</th>
<th>Week of Nov. 19 (T-Giving)</th>
<th>Week of Nov. 26</th>
<th>Week of Dec. 3</th>
<th>Week of Dec. 10</th>
<th>Week of Dec. 17</th>
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<tbody>
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<td>TC Meeting #1</td>
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Town of Jackson and Snow King Mountain Lease Agreements

Staff anticipates that items that would be most appropriately addressed in new or revised lease agreements will be identified during the Council review process. Staff recommends that based upon direction from Council during the review of the Town Master Plan, staff and the applicant would draft any required lease agreements for review and consideration by Council during Ordinance Readings on the Master Plan with a final vote on any leases taking place concurrently with Third and Final Ordinance Reading.

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<thead>
<tr>
<th></th>
<th>Week of Nov. 5</th>
<th>Week of Nov. 12</th>
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<td>TC Review Lease Agreements</td>
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</table>
Staff recommends the Council consider concurrent review and consideration of the Forest Service Master Plan with the Town Master Plan as the two documents must work together and inform each other to produce a successful plan for the public (Town), public (Federal) and private property associated with Snow King. The role of the Town and County as a Cooperating Agencies in the Forest Service process is as follows:

- Identifying significant environmental issues [including aspects of the human environment such as natural, social, economic, energy, urban quality, historic and cultural issues];
- Identifying the proposed actions’ relationship to the objectives of regional, State and local land use plans, policies and controls;
- Developing the proposed action and alternatives; and
- Describing the affected environment and environmental effects.

The first step in this cooperative process is a requested workshop between the Town, County and Forest Service at the September 10 Joint Information Meeting. The purpose of the workshop would be to better understand the Forest Service Review process in order to determine when the ideal time for Town and County input should occur and to coordinate the timelines for the Town and Forest Service Master Plan review.

The second step staff has proposed is presentation of the Forest Service Master Plan at the Town Council workshop on October 15. The purpose of the workshop would be to allow the applicant to present their proposed Forest Service Master Plan to Council and allow Council to ask any questions they have prior to Council beginning review of the Town Master Plan in early November. The October 15 meeting will not include an opportunity for the public to provide comment on the Forest Service Master Plan. Staff recommends Council take comment on both the Forest Service Master Plan and Town Master Plan at TC Meeting #1, however Council may consider scheduling a separate public comment opportunities for the two Master Plans.

Staff acknowledges that one review process will need to go first and that the timeline associated with the Town Master Plan and Forest Service Master Plan are not required to be coordinated. Currently the deadline for Scoping and Issue Identification is September 13. A number of groups are requesting extension of that deadline. Council may direct staff to make that request on behalf of the Town.

The Forest Service review process is generally described as follows:

<table>
<thead>
<tr>
<th>Critical Milestone</th>
<th>Target Dates</th>
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<tbody>
<tr>
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</tbody>
</table>

Staff recommends that Council review the Forest Service Master Plan and develop a Town preferred alternative. If the Town preferred alternative is developed in time, the Forest Service may consider using it as one of the
alternatives reviewed in the EIS. Regardless of timing, staff will draft the Town’s comments on the EIS to reflect the Town preferred alternative.

Below staff has provided an overview of the Town review of the Forest Service Master Plan process. Staff anticipates that further clarification of the Forest Service process at the September 10 JIM will assist in providing more details to this schedule.

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<td>Town, County and Forest Service Workshop</td>
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**Comprehensive Schedule**

Below staff has put together the various review steps discussed above into one comprehensive schedule. Again the purpose of this schedule is not to finalize dates but to see the overlap and general timeline associated with this effort going forward.

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<td>TC - FS Plan</td>
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**STAKEHOLDER ANALYSIS**

The stakeholders involved in this issue include Snow King Mountain Recreation, the Town of Jackson organization, all patrons and users of Snow King Mountain, and the community at large.

**ATTACHMENTS**

Town Council Workshop staff report, August 20, 2018
Public Comment

**FISCAL IMPACT**

No additional fiscal impacts are anticipated related to review process. To date, the Town has spent $37,800 on the Snow King Master Plan update process for a Facilitator and other logistical support of the Snow King Vision Stakeholder Group.

**STAFF IMPACT**

The staff impact will be significant by many Town/County Departments reviewing and making recommendations on the proposed plans. To date, Town staff has invested about 250 hours on the Snow King Master Plan update process to coordinate and support the Snow King Vision Stakeholder Group. Most of that time is from the Town Planning Director.

**LEGAL REVIEW**

This item has not been provided to the Town Attorney for review.
RECOMMENDATION

Staff recommends that Council:

- Select a week for the first Council meeting (Nov. 5 or Nov. 12) and set a corresponding deadline for PC Recommendation.
- Advertise Council Meeting #1 as an opportunity to comment on the Town Master Plan and/or Forest Service Master Plan.
- Provide the Snow King Vision Stakeholder Group work to the Forest Service within the current Scoping and Issue Identification comment period.

SUGGESTED MOTION

I move to direct staff to schedule the first meeting of the Council hearing on the proposed Town Master Plan for the week of (Nov. 5/Nov. 12), and advertise the first meeting as an opportunity to comment on the Town Master Plan and/or Forest Service Master Plan; and direct the Planning Commission to make its recommendation on the proposed Town Master Plan no later than (Oct. 10/Oct. 17); and direct staff to provide the Snow King Vision Stakeholder Group work to the Forest Service within the current Scoping and Issue Identification comment period.

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:
PURPOSE OF WORKSHOP ITEM

The purpose of this item is to take public comment and receive Council direction on the process only for the upcoming Snow King Master Plans and lease agreement(s) reviews. There will be no comment or discussion of the content of the Master Plans or leases at this time.

DESIRED OUTCOME

The desired outcome is for Council to provide direction on the three separate yet interrelated upcoming Snow King review processes generally related to scheduling dates and times, locations and coordination.

BACKGROUND/ALTERNATIVES

The purpose of this item is to provide Council an overview and receive direction on the three separate yet interrelated upcoming Snow King review processes generally described as follows:

1. **Snow King Planned Resort District Master Plan**
   - Review and Final Approval by the Town of Jackson
   - Subject to the process, procedures and findings of the Town Land Development Regulations
   - Contains private property at the base of Snow King Mountain currently zoned Planned Resort and subject to the current Snow King Planned Resort District Master Plan approved by the Town in 2000

As a starting point staff has provided public notification of the following public hearing dates as required by the Land Development Regulations:

- Town/County Parks and Recreation Board: August 9, September 13
- Town Council Workshop: August 20
- Teton County Planning Commission: September 10
- Teton County Board of County Commissioners: September 18
- Town Planning Commission: September 19
- Town Council: October 15, three ordinance readings required

Due to the extent and complexity of the proposed amendment staff is recommending that the Planning Commission and Town Council and staff review and provide comment on the Master Plan, chapter by chapter. Each chapter addresses a separate topic required by the Land Development Regulations. Staff
plans to structure the staff report in this manner indicating the current approval, the proposed amendments and staff analysis and recommendation for each chapter.

Due to the public interest in these projects to date, staff is seeking Council direction on whether to schedule Special Meetings and locations to best accommodate the public and allow for a thorough and consistent review process by Council. Staff provides the following options for consideration.

A. **Regular Meetings** - Schedule the required hearings on regularly scheduled Council and Planning Commission meeting dates and set aside a specific time and duration for consideration of the item out of respect for other items on the agenda. These meeting could be held at Town Hall or Council could consider scheduling the meeting at an off-site location for at least the first meeting, when public comment would be received.

B. **Special Meetings** - Schedule special hearings not on regularly scheduled Council and Planning Commission meeting dates with this item being the only item on the agenda. This option utilizes the lessons learned through large LDR updates and replicates the approach taken for Engage 2017. This would allow for a focused review of the application by Council, the Planning Commission, and the public. In addition, as utilized in Engage 2017 this allows for scheduling meetings in an efficient time period to allow continuous discussion and progress from meeting to meeting without need for backtracking to review and familiarize. Potential dates should Council want to consider this option would include the following:
   - Week of October 22 (no regular meetings)
   - Week of October 29 (no regular meetings)

These meetings could be held at Town Hall or Council could consider scheduling the meeting at an off-site location at least for the first 1-2 meetings when Council would be receiving public comment.

Under this option, the Planning Commission would be directed to complete its review by a certain date and would then set its own schedule of meetings.

2. **Snow King Mountain Resort On-Mountain Improvements Project Proposal - United States Forest Service**
   - Review and Final approval by the United States Forest Service
   - Subject to the process, procedures and requirements of the United States Forest Service
   - Town of Jackson provides comment on the proposal as a Cooperating Agency
   - Contains public property within the existing and proposed expanded lease area on the Bridger Teton National Forest

This project proposal has been submitted to the Forest Service and is currently in the required public review period. Public comment is due by September 13. Staff has provided a copy of the project proposal to Council previously and has asked the applicant to include the portions related to the Master Plan discussed in Item 1 as part of that application, which they have done to allow Council to consider improvements within both plans at once as they are interrelated to each other. The Town has requested and been granted Cooperating Agency status as it relates to this project. Cooperating Agency status is defined as:

*National Environmental Policy Act 40 CFR 1500-1508*

§1508.5 *Cooperating agency.*

“Cooperating agency” means any federal agency other than a lead agency which has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposal (or a reasonable alternative) for legislation or other major federal action significantly affecting the quality of the human environment.
The selection and responsibilities of a cooperating agency are described in §1501.6. A state or local agency of similar qualifications or, when the effects are on a reservation, an Indian tribe, may by agreement with the lead agency become a cooperating agency.

§1501.6 Cooperating agencies.
The purpose of this section is to emphasize agency cooperation early in the NEPA process. Upon request of the lead agency, any other federal agency which has jurisdiction by law shall be a cooperating agency. In addition any other federal agency which has special expertise with respect to any environmental issue, which should be addressed in the statement may be a cooperating agency upon request of the lead agency. An agency may request the lead agency to designate it a cooperating agency.

(a) The lead agency shall:
(1) Request the participation of each cooperating agency in the NEPA process at the earliest possible time.
(2) Use the environmental analysis and proposals of cooperating agencies with jurisdiction by law or special expertise, to the maximum extent possible consistent with its responsibility as lead agency.
(3) Meet with a cooperating agency at the latter’s request.

(b) Each cooperating agency shall:
(1) Participate in the NEPA process at the earliest possible time.
(2) Participate in the scoping process (described below in §1501.7).
(3) Assume on request of the lead agency responsibility for developing information and preparing environmental analyses including portions of the environmental impact statement concerning which the cooperating agency has special expertise.
(4) Make available staff support at the lead agency’s request to enhance the latter’s interdisciplinary capability.
(5) Normally use its own funds. The lead agency shall, to the extent available funds permit, fund those major activities or analyses it requests from cooperating agencies. Potential lead agencies shall include such funding requirements in their budget requests.

(c) A cooperating agency may in response to a lead agency’s request for assistance in preparing the environmental impact statement (described in paragraph (b) (3), (4), or (5) of this section) reply that other program commitments preclude any involvement or the degree of involvement requested in the action that is the subject of the environmental impact statement. A copy of this reply shall be submitted to the Council.

Staff from the Forest Service will be available at the workshop to better explain the role of the Town in the Forest Service process and the timing for when Council will need to provide comment to the Forest in order to be considered. The deadline for cooperating agency comment is a significant milestone for the combined review of Items 1 and 2. It is staff’s understanding at this time that cooperating agency comment is not due until 2019, but has not been provided an exact date by the Forest Service. It will be important that the Item 1 process accommodate the deadline if the deadline is in the fall of 2018.

Staff recommends that Council place this item on an agenda to receive a presentation of the project by the applicant, and allow for a question/answer period. At that meeting or a subsequent meeting Council could direct staff to provide formal comment to the Forest Service on the project. Staff anticipates that Council comment on this proposal will be focused on impacts to the Town as a result of the project including but not limited to parking, transportation, housing, impact on Town facilities and property and coordination with the Master Plan discussed in Item 1 above.

Staff is seeking direction on whether Council wants to receive public comment on this project separate from the Forest Service process. Staff provides the following options for consideration.
A. **Utilize Forest Service Comment** – The public comment deadline to the Forest Service is September 13. In this option public comment submitted to the Forest Service would be provided to Council and Council would ask that public comment be limited to Item 1. The benefit of this option is that it does not create a public comment opportunity outside of the process established by the reviewing agency.

B. **Take Additional Public Comment** – If Council would like to receive additional oral public comment on the Forest Service Master Plan, staff recommends that the comment be coordinated with Item 1 above to allow the public a one stop shop approach similar to the Snow King Public engagement process recently completed. In this option Council would allow public comment on Item 1 or Item 2. Staff will have to coordinate with the Forest Service on whether this has any impact on its public process.

Similar to Item 1 Staff is also seeking direction at this time whether to schedule review of this project during regular Council meetings or Special Meetings. Staff recommends that this item be considered concurrently with Item 1, but it could be considered separately. Based upon Council direction appropriate dates/times and locations will be selected.

3. **Town of Jackson and Snow King Mountain Lease Agreements**
   - Review and Final Approval by the Town of Jackson and Snow King Mountain
   - Subject to review and approval of the two entities
   - Contains public property at the base of Snow King Mountain including portions of Phil Baux Park that is currently subject to a lease agreement or is proposed to be leased between the two entities

Staff finds that the need for and content of amended or new lease agreements between the Town and Snow King will largely be based upon the outcome of direction provided by Council during review of the two Master Plans (Items 1 and 2 above) including but not limited to use of public Town property by Snow King Mountain for placing a gondola, zip line, park improvements, shared parking, public improvements, etc. In addition to items being discussed in the Master Plans, items that staff suggests be included in future lease agreements may include but not be limited to the following:

- Agreement on future improvements to the public land/park
- Agreement on ownership of improvements
- Agreement on who is responsible to pay for agreed to improvements, who is responsible to maintain, does this change by season
- Agreement on public access to public land by season
- Ground lease or other mechanism to allow improvements on public land i.e. gondola, expanded ski club and lodge facilities, second ice sheet, etc.

Below staff has provided a high level process chart outlining the approximate blocks of time and steps required to complete each project for consideration. The purpose of the meeting will be further define the dates, locations and coordination of the projects to be able to communicate this information to the applicant and public prior to moving forward.

<table>
<thead>
<tr>
<th>Project</th>
<th>Aug. 18</th>
<th>Sep. 18</th>
<th>Oct. 18</th>
<th>Nov. 18</th>
<th>Dec. 18</th>
<th>Jan. 19</th>
<th>Feb. 19</th>
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<tbody>
<tr>
<td>Town Master Plan</td>
<td>Staff Review</td>
<td>PC Rec.</td>
<td>TC Review + Approval</td>
<td>Applicant Revisions</td>
<td>3 Readings</td>
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<tr>
<td>FS Master Plan</td>
<td>Staff Review</td>
<td>TC Review</td>
<td>Staff Draft of Comment to FS</td>
<td>Approval of Comment to FS</td>
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<tr>
<td>Lease Agreements</td>
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<td>Drafting of Agreements</td>
<td>Signing of Agreements</td>
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ALIGNMENT WITH COUNCIL’S STRATEGIC INTENT

Economic Sustainability
This item provides the opportunity to enhance the ski area and grow skier visits. Improvements to the top of the mountain may provide the opportunity for increased summer visitation for guests and for small meetings and conferences.

Maintain the Unique Character of Jackson Hole
Snow King is an important component of Jackson’s Unique Character. It serves as the visual backdrop for our community and provides recreation for many community members. Whether skiing on the chairlift or skinning or hiking to the top, this area provides a venue for community concerts, farmers markets and other public events.

STAKEHOLDER ANALYSIS
The stakeholders involved in this issue include Snow King Mountain Recreation, the Town of Jackson organization, all patrons and users of Snow King Mountain, and the community at large.

FISCAL IMPACT
No additional fiscal impacts are anticipated related to review process. To date, the Town has spent $37,800 on the Snow King Master Plan update process for a Facilitator and other logistical support of the Snow King Vision Stakeholder Group.

STAFF IMPACT
The staff impact will be significant by many Town/County Departments reviewing and making recommendations on the proposed plans. To date, Town staff has invested about 250 hours on the Snow King Master Plan update process to coordinate and support the Snow King Vision Stakeholder Group. Most of that time is from the Town Planning Director.

LEGAL ISSUES
Not applicable at this time.
August 29, 2018

Town Council & Mayor
Jackson, WY

Dear Mayor Muldoon and Councilors:

Thank you for the opportunity to comment regarding your upcoming Snow King process. We believe Jackson Hole can be a national model of a strong community living in balance with nature, and Snow King can be the greatest example of this balance: a ski hill built on our community values of protecting wildlife and providing access to nature on our public lands.

Following up on your August 20 discussion, we would like to propose a process / timeline alternative that we believe will result in a better process and outcome for our whole community.

We believe that it is critical that our community be able to make decisions about the future of Snow King in a holistic and comprehensive manner. Decisions about the base area private lands (“Town Master Plan”), base and ski area Town lands (“Lease agreements”) and Forest Service lands (“FS Master Plan”) should all proceed in tandem. Please do not make weighty decisions regarding Snow King development on Town and private land until you and our whole community can see how those decisions fit in with negotiations regarding development on Forest Service lands.

**Town and Forest Service decisions are inextricably intertwined**

In 2000, our Town made a deal with Snow King to allow dramatically more commercial and lodging development at the base in exchange for that development serving as the “financial and operational platform” for the ski area. That latent development equates to 550 new condos or 1100 new hotel rooms. Nearby condos are currently selling for $1.5-2 million, so 550 condos means $800 million to a billion dollars of condo revenue. A small portion of that revenue is supposed to – and easily could – support the winter skiing operations.

Unfortunately, the new investor group wants to remove their responsibilities from that deal with the Town, and instead set up a new deal with the Forest Service where on-mountain amusements like a zipline service as the financial platform for skiing. However, they want to keep the 500,000 sf of commercial development they received from the Town in 2000. We believe that the investors need to decide whether to have their cake or eat it... but not both. Either they follow through with the 2000 master plan deal and use development revenue to support the ski hill, or we should undo the deal (and remove the massive future commercial development potential) and they can use new zipline revenues to support the ski hill.

<table>
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<tr>
<th><strong>Option 1:</strong> stick with deal</th>
<th><strong>Option 2:</strong> new deal</th>
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<tbody>
<tr>
<td><strong>Town: Base master plan</strong></td>
<td><strong>USFS: On-mountain</strong></td>
</tr>
<tr>
<td>Follow through with 2000 deal: use revenues from the base to support ski area, keep 500,000 sf of latent development</td>
<td>Don’t need to build new amusements to generate revenue, since revenue comes from base</td>
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<tr>
<td><strong>Option 2:</strong> new deal</td>
<td><strong>Option 2:</strong> new deal</td>
</tr>
<tr>
<td>Undo 2000 deal: don’t use base revenues to support ski area – and remove 500,000 sf of latent hotel/condo/commercial development</td>
<td>Build new amusements to generate on-mountain revenue to support ski area, since no revenue from base</td>
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</table>
This is a weighty discussion that deserves your full attention. Most important for now: please don’t pre-determine the outcome by making a unilateral Town decision on the left-hand column without being able to negotiate the right-hand (Forest Service) column too.

Similarly, re-negotiating Town lease agreements for Phil Baux Park, the almost 30 acres of ski area the Town owns, the ice rink, etc, should be done in tandem with decisions about allowing ziplines, new lifts, etc – not prematurely in advance of those decisions.

Either way, the only way we can fairly and holistically have this conversation is to hold off on making Town decisions about the base master plan until we are able to negotiate a full package with Snow King’s investors (development on private and Town and Forest land). And we can’t do that until the Forest Service reaches the next step of their process.

The Forest Service will release their full Draft Environmental Impact Statement in February 2019. Even if they release portions ahead of time, we won’t have full certainty about its contents until February. Therefore, we suggest that you start public hearings in October, but wait to hold actual Town decision-making meetings until the Draft EIS comes out in February 2019.

Here is a proposed alternative calendar to create a comprehensive process:

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<tr>
<th>Aug 18</th>
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<th>Apr 19</th>
<th>May 19</th>
<th>Jun 19</th>
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<td>Town Master Plan</td>
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<td>PC Rec</td>
<td>TC public hearings</td>
<td>Joint hearings, TC review</td>
<td>Applicant revisions</td>
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<tr>
<td>FS Master Plan (EIS)</td>
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<td>* Final EIS *</td>
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Please schedule your decisions so that these three processes can truly move holistically and comprehensively, so that our community can best negotiate a great outcome for our Town Hill.

Please let me know if we can be of assistance.

Sincerely,

Skye Schell
Executive Director
Jackson Hole Conservation Alliance

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