

90 Virginian Lane

Consolidated Procedural and Statutory Review

A consolidated and corrected record of the competitive procurement for affordable housing at 90 Virginian Lane, Jackson, Wyoming — the instruments that governed it, the points at which the competition failed, the conduct documented in the government's own records, and the corrective actions required.

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Date	15 September 2026
Supersedes	Memorandum: Procedural and Statutory Review Request, 27 October 2025 • Press Brief v6 • Press Brief v8
Evidentiary base	227 records released by the Town of Jackson (JSCVirginian000001–000448); custodian responses; executed and draft project instruments; published Town and County staff reports; Wyoming Statutes; Teton County Policy Manual 2023
Status	Public. Every prior submission in this matter was served on Town and County elected officials and both attorneys.

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I. Purpose and scope

This document consolidates and corrects two earlier submissions — the 27 October 2025 Memorandum requesting procedural and statutory review, and the Press Brief through version 8 — and incorporates everything established since, including the Town of Jackson's public records production and the analysis of instruments that production made possible.

It is written to be read by four audiences at once: the Wyoming Department of Audit and any other reviewing authority; the elected officials of the Town and County; counsel; and members of the public who want to check the claims against the documents themselves.

It makes no allegation this document cannot support. Where a claim rests on the author's own recollection rather than a document, it is labeled as such. Where an instrument does not reach conduct that looks improper, that is stated.

The two questions

Everything here resolves into two distinct questions that should not be blended:

1. **Was the right procurement instrument used, in the right order?** This is a question about the tool, the sequence, and whether the competition remained a competition after bids closed.
2. **How did individual officials and the vendor conduct themselves during a live negotiation?** This is a question about private contact, information flow and record-keeping — governed by different instruments, with different remedies.

A disclosure about my own votes

AUTHOR RECORD. I am not a neutral party and this document should be read knowing that. I served on the Jackson Town Council through the period covered here, and I am a candidate in the 3 November 2026 election.

My votes on this matter: YES in November 2023 to release the RFP that began this; NO in April 2024 on the land development regulation amendment that changed the rules after bids had closed; and NO on every other substantive 90 Virginian matter from that point forward. The single exception was the last 90 Virginian item I voted on, where I voted YES.

That last vote was mistaken. I voted for it because I believed an action had to be taken before any outside authority would examine this matter, and I wanted a formal action on the record to point to. The Wyoming Department of Audit's jurisdiction is triggered by the expenditure of public money rather than by the taking of any particular action, so the vote was never necessary for the purpose I cast it for.

The vote is a matter of public record and anyone is entitled to weigh it.

II. Executive summary

In November 2023 the Town Council and County Board unanimously approved release of a Request for Proposals for housing on 5.15 acres at 90 Virginian Lane, purchased that August for \$28,000,000 of public money. Eleven firms responded by the 2 February 2024 deadline. On 14 July 2026, after 1,078 days, both bodies voted 3–2 to terminate; no development agreement was executed and nothing was built.

The findings of this review are as follows.

1. **The wrong instrument was used.** An RFP fixes scope and compares priced proposals. This project required a partner and an evolving scope — the function of a Request for Qualifications. What followed was two years of RFQ-style collaborative negotiation conducted through an RFP, which no rule in the solicitation contemplated.
2. **The rules changed after bids closed.** The land development regulation amendment governing building height on the site was reconsidered in the first week of February 2024 — after the 2 February deadline — and carried by a single vote. Eleven proposals had been priced against superseded rules. No addendum was issued and no deadline was reopened.
3. **The zoning amendment narrowed toward the solicited parcel while the competition was live.** As proposed it named three qualifying sites; as adopted it applied to two.
4. **The selection produced no single respondent.** On 6 May 2024 the Town Council authorized negotiating a ground lease and development agreement with both Pennrose Development and Elmington Affordables simultaneously. The County Board did not join for two weeks, and the Council did not narrow to one respondent for four weeks.
5. **The central evaluation criterion was renegotiated after selection.** Affordability mix — the central evaluation criterion — was renegotiated for two years after the leading candidate was named.
6. **A losing respondent's design team alleged in writing, to five elected officials, that financing and design elements marked against it in scoring had appeared in the winner's revised plan.** No process existed to receive the objection, and the project continued for two further years.
7. **Private contact with the selected respondent was extensive and unminuted.** Seven individual or paired briefings of elected officials in a single day with the developer and its architect present; further undocumented meetings the Mayor records in his own words; a call the Mayor initiated to the developer's architect; a sitting commissioner's negotiating terms relayed to the developer before his own meeting; the government's answers to a reporter sent to the developer for approval before release.
8. **No instrument prohibited any of it.** There is no no-contact provision in the RFP, in Teton County's procurement code, or in Wyoming statute governing local solicitations. The county code contains no bid protest procedure.
9. **A ninety-nine year disposition of \$28,000,000 of public land was negotiated without any analysis of its effect on the tax base.** The staff report's section headed Fiscal Impact does not address the effect on the tax base.
10. **The records production leaves a question open.** A twenty-five month search window produced no text messages between the Housing Director and the developer's regional vice president. The one message produced is dated the day after the window closed.

Conclusion. The decisions taken in public were substantively poor, and the conduct in private was governed by no rule. Both require remedy. The remedy for the second is a short set of written rules, and they must be in place before a second solicitation for the site is released.

III. Evidentiary standard used in this document

Every factual statement carries one of the following statuses. The status is stated where it is not obvious from context.

Status	Meaning
VERIFIED	Quoted or drawn from a document in the record, identified by Bates number, instrument section, or publication.
AUTHOR RECORD	The author's own account of something she witnessed or did, labeled wherever it appears.
DERIVED	A calculation or reconciliation performed on records — for example, elapsed days, or the reduction of 138 calendar records to 43 distinct meetings.
UNVERIFIED	Stated in the record by a party, not independently confirmed.
NOT ESTABLISHED	Listed in Section XII. Nothing in this document depends on it.

Meeting count. The production contains 227 Bates-numbered files, of which 138 are calendar records. Those 138 records describe **43** distinct meetings — a single meeting commonly appears as an invitation, an acceptance, an update and a reminder. Counting Bates pages as meetings would overstate contact roughly threefold, so this document counts meetings rather than records.

IV. The instrument problem

Public buyers have two standard tools and they do different work. Choosing the wrong one accounts for most of what follows, and it explains why so much of the later conduct had no rule to break.

	Request for Proposals (RFP)	Request for Qualifications (RFQ)
What it asks for	A priced, specified proposal against a fixed scope	Demonstrated capability to do a described job
What you compare	Proposals, against published criteria	Firms, against qualifications
Scope	Fixed at release. Changes require an addendum and a reopened deadline	Expected to be developed jointly after selection
Negotiation	Narrow, with one selected respondent, after award	Central — the point of the exercise
Fails when	The scope moves after bids are opened	Price discipline is never established

What happened here. An RFP was released. A respondent was selected. Then the scope, the affordability mix, the financing structure, the site plan and the public contribution were all renegotiated over two years. This is the collaborative negotiation an RFQ provides for, and the RFP had no mechanism for it.

This was identified contemporaneously. The author, then a sitting Councilmember, raised this in a private discussion recorded in her own custodian response:

“We discussed the more appropriate route of releasing an RFQ in order to do a collaborative process — something the RFP process did not actually allow for even though we were actively engaged in changing the proposal at the time.”

Chambers custodian response to the Town Attorney, 4 November 2025 · public records release

Effect on the governing rules. An RFQ can lawfully accommodate the collaborative negotiation that took place. It can also carry a no-contact rule, a protest procedure and a written record requirement. Using the wrong instrument left the process without the rules that would have governed it.

V. Six breaks in the competition

A competition depends on the premise that every respondent bid on the same terms and none had a private channel. Six documented events, each dated, undermined that premise here.

Break 1 — Rule change after the bid deadline

VERIFIED. The RFP was released 8 November 2023 with responses due 2 February 2024; eleven were received. Town land development regulation amendment P23-168, permitting four stories and 48 feet in the zone containing the site, returned for reconsideration in the first week of February 2024 and carried by a single vote. Final adoption followed 16 April 2024.

AUTHOR RECORD. The author was present for that vote and voted against the amendment.

Consequence. Eleven firms designed and priced against the rules in force on 2 February. Within days those rules changed in a way that materially increased what could be built on the parcel. No respondent had bid under the rules that then applied, and no losing respondent was given an opportunity to revise.

The ordinary remedy. The ordinary remedy, which was not taken, would have been to issue an addendum stating the new conditions and reopen the deadline for all respondents, or to cancel and reissue. The cost at that point would have been approximately one construction season.

Break 2 — Narrowing of the amendment toward the solicited parcel

VERIFIED. P23-168 as transmitted 28 September 2023 identified three qualifying sites: 90 Virginian Lane, Webster Laplant apartments and Pioneer Homestead apartments. As adopted it applied to two. The transmittal memorandum stated:

“If approved, use of the options presented in this text amendment will be evaluated for implementation at 90 Virginian Lane for affordable housing.”

P23-168 transmittal memorandum, 28 September 2023

Narrowing during processing. A zoning amendment is a general rule applying to a class of property. Under *Laughter v. Board of County Commissioners*, 2005 WY 54, the question is whether a change serves the general welfare or a private interest. An amendment that becomes *narrower* during processing, toward a parcel under active solicitation, bears more directly on that question than an amendment that is merely pending.

Break 3 — Simultaneous negotiation with two finalists

VERIFIED, in the government's own words. The staff-authored summary of previous joint meetings records the 6 May 2024 Council action:

“To direct and authorize the Housing Authority to direct staff to negotiate a Ground Lease and Development Agreement including the agreed upon internal procedures and negotiation topics with both Pennrose Development and Elmington Affordables, LLC.”

Summary of Previous Joint Meetings Re: 90 Virginian Lane, attachment to the 1 December 2025 staff report · legal review K. Gingery and L. Colasuonno

The County Board continued the item on 6 May and acted on 21 May, naming Pennrose alone. The Council did not narrow to Pennrose alone until 3 June 2024.

Consequence. For approximately four weeks two firms were in separate private negotiations over the same public land, neither able to see the other's terms, while the two governments that jointly own that land were not aligned on the identity of the counterparty. An RFP concludes by selecting one respondent, and parallel private negotiations with two respondents do not constitute a selection.

Break 4 — A competitor's written allegation that its work was taken

VERIFIED. On 3 August 2024 the design team behind the Elmington Affordable proposal wrote to five elected officials asserting that the adjusted Pennrose site plan in the August staff report “has had critical elements added or changed, and it now very closely resembles the proposal submitted by our team.” Section IX sets out the letter, its five identified elements and its provenance in full; the letter itself is at Attachment D.

Consequence. An allegation of this kind, made in writing by a losing respondent's design professionals during a live negotiation, is the event a bid protest procedure exists to handle. Teton County has no such procedure, so the objection was forwarded and read but never answered.

Break 5 — Changes to the evaluation criteria after selection

VERIFIED. Pennrose was named leading candidate on 20 March 2024. On 7 June 2024 the Housing Director wrote to the entire Board and Council:

“Work to explore an increased number of permanently deed-restricted Affordable units and/or deeper Affordability restrictions is already underway, based on the key negotiation points identified by the Board and Council at your May Joint Information Meeting.”

April Norton to Board and Council, “Public Investment at 90 Virginian Lane,” 7 June 2024 · attaching a letter from Pennrose confirming progress

On 17 April 2025 the developer reported to both bodies that construction costs and market uncertainty had increased and that a market study had reduced expected revenue from the 120–160% of median income homes and the workforce homes.

Consequence. Affordability mix was the central evaluation criterion, and it was renegotiated in both directions for two years after the winner was named. The proposal that the ten unsuccessful respondents were scored against had been superseded within three months of selection.

A respondent's design team wrote on 6 June 2024 that they found “the income mix proposed by Pennrose to be really troubling as it is not backed up by the Housing Supply needs data.”

Break 6 — Private channels to the selected respondent

VERIFIED. Four instances are documented in the government's own release.

- **16 April 2025, 10:56 AM.** A sitting county commissioner's negotiating agenda is forwarded to the developer's Regional Vice President, hours before his private meeting with the company. Section VIII.B.

- **24 April 2025, 11:38 AM.** The Housing Director asks the developer for the template for the cost-share agreement she will attach to her own 8 May staff report: “Do you have a template you'd like to use?” The developer replies at 11:39: “Yes, we can work on this.”
- **27 August 2025.** Seven individual or paired briefings of elected officials in one day at the Teton County Library, with the developer and architect present and no minutes kept of any of them.
- **30 September 2025, 2:00 PM.** The Housing Director sends a reporter's questions with her answers drafted in to the developer: “Shannon – please review. I need to email this to him by 3pm.” The reply at 2:33 PM: “All good. Although I would cut out the last sentence to the last question.”

VI. Points at which reissue was required

Cancellation and reissue is the ordinary remedy when an event means the responses on the table no longer constitute a fair comparison. Each point below was independently sufficient, and their effect is cumulative.

Date	Trigger	The remedy available
~5 Feb 2024	Buildable envelope changed three days after bids closed	Addendum plus reopened deadline, or cancel and reissue. Cost: roughly one season.
16 Apr 2024	Zoning adopted differed from zoning proposed; narrowed toward the site	Reissue under the entitlements that would apply.
6 May 2024	Selection failed to select; two respondents negotiated simultaneously	Complete the selection on the record, or reissue as an RFQ — the instrument that permits collaborative negotiation.
3 Aug 2024	A respondent's team objected in writing, alleging use of its work	Receive it under a written protest procedure, stay the process, decide in writing, publish the decision.
17 Apr 2025	Costs up, revenues down; the winning proposal no longer existed	This is the clearest trigger on the list, because when the numbers that produced the winner change materially, the comparison that produced the winner is void.
8 May 2025	Up to \$250,000 of public money committed to the respondent's design before any executed agreement	Withhold payment to a respondent until an agreement is executed; after this date, reissue was no longer inexpensive.
29 Sep 2025	Development agreement deadline extended a further fifteen months, to 31 December 2026	Set a final date and terminate on it.
14 Jul 2026	Terminated, 3-2 in both bodies	Termination was the reissue, approximately 29 months after the first event that called for it.

No written rule obliged anyone to act at any of these points. Teton County's procurement code contains no cancellation trigger, no protest procedure and no material-change provision. The decision to start over therefore depended entirely on an individual's willingness to propose it, and no one proposed it.

VII. The governing instruments, and what they do not reach

Five instruments were surveyed. Their combined effect runs through everything in this review.

A. W.S. 15-1-113 — Contracts for public improvements

Read in full, this section prohibits the conduct the records document, it reaches both elected officials and staff, it voids contracts made in violation of it, and it gives ten qualified electors a direct route to a compelled hearing.

Subsection (j), in full:

“Any officer or employee of the city, town or joint powers board who aids any bidder or respondent in securing a contract to furnish labor, material or supplies at a higher or lower price than that proposed by any other bidder or respondent, or who favors one bidder or respondent over another by giving or withholding information, or who willfully misleads any bidder or respondent in regard to the character of the material or supplies called for, or who knowingly certifies to a greater amount or different kind of material or supplies than has been actually received, is guilty of malfeasance, which renders his office vacant.”

W.S. 15-1-113(j) · Legislative Service Office compilation of Title 15

The second clause is the operative one. “Who favors one bidder or respondent over another by giving or withholding information.” There is no requirement of bribery, of a financial interest, or of any benefit to the official. Giving information to one respondent and not the others satisfies the section, and the stated consequence is that the office is vacated.

Three objections

1. “It applies only to sealed bids, not to an RFP.” The statute's text does not support that reading. Subsection (a) requires that covered contracts be “advertised for bid or for response if a request for proposal or qualification... is used,” and subsection (j) protects a “bidder or respondent” in every clause. “Respondent” is the vocabulary of proposal processes rather than of sealed bidding, and the legislature wrote proposal processes into this section.

On design-build specifically, the government's own records describe the respondent as a design-build team.

That clause in (a) is framed around three named delivery methods: construction manager agent, construction manager at risk, and design-builder. The Housing Director's own meeting invitation of 6 August 2024 describes the respondent team:

“I’m reaching out to invite you to an introductory meeting with our development partner at 90 Virginian Lane: Pennrose, LLC... Participants: Town & County staff, Pennrose LLC, SAR Architects, Jorgensen Associates, Shaw Construction.”

April Norton, meeting invitation, 6 August 2024 · JSCVirginian000008

Developer, architect, civil engineer and general contractor were engaged as a single team, which is the design-build configuration. The same four firms attended the private briefings of 27 August 2025: Shannon Cox Baker (Pennrose), Andy Rockmore and Allison Brandt (SAR Architects), Brendan Schulte (Jorgensen Associates) and Brett McDonough (Shaw Construction).

The RFP itself never uses the term “design-build,” and the government was not procuring a building it would own; it was leasing land to a company that would own the improvements for ninety-nine years. Whether the section applies on this basis is not settled.

2. “It does not cover the Housing Authority.” This objection is correct. Subsection (j) binds “any officer or employee of the city, town or joint powers board.” The Authority is not a joint powers board. Its own instrument states what it is:

“Optionor is a duly constituted housing authority in the State of Wyoming pursuant to Wyo. Stat. §15-10-116(b).”

Ground Lease Option Agreement, preamble. The opening paragraph of the same instrument cites “§16-10-116(b)” — a chapter that does not contain it. The preamble citation is the correct one.

W.S. 15-10-116(b) creates a **regional housing authority** — a “public body corporate and politic” that comes into existence when two or more municipalities or counties make the finding required by W.S. 15-10-102, elect under W.S. 15-10-115 to have their housing project powers exercised jointly, and so resolve. It is created by resolution and it is not a joint powers board. W.S. 15-1-113 therefore does not reach the Authority or its staff by that route.

3. “It is untested, so it is useless.” The section governs contracts for “public improvement” and excludes “professional services.” No Wyoming court has decided whether a ground lease structured this way falls inside it. Two considerations bear on the question. The reference to requests for proposal in (a) is framed around construction manager and design-builder delivery, which at least shows the section is not indifferent to proposal processes. And the professional-services exclusion was written for consulting engagements rather than for a housing development on public land.

What the section does when it applies

Subsection	Effect
(j)	Favoring a bidder or respondent by giving or withholding information is malfeasance, “which renders his office vacant.”
(k)	A charge signed by at least ten (10) qualified electors obliges the governing body to hold a hearing. It may compel the attendance and testimony of witnesses and the production of papers, and shall make findings of fact and conclusions of law. The officer is entitled to ten working days’ notice and may defend in person or by counsel.
(o)	“Any contract made in violation of the provisions of this section is void, and any money paid on account of the contract by the city, town or joint powers board may be recovered without restitution of the property or benefits received or retained.”
(p)	“Every contract of the kind specified in this section shall contain a provision expressly referring to this section and making it a part of the contract.”

Subsection (p) and the project instruments. If the section applies, every covered contract must carry a clause referring to it. Neither the RFP, the Ground Lease Option Agreement (which cites five other Wyoming statutes), nor the Development Agreement contains one. Either a determination was made that the section did not apply and no record of that determination exists, or the question was never reached, and either possibility warrants an answer.

Subsection (k) is the provision residents can invoke without a prosecutor. Ten qualified electors signing a charge compel a hearing with subpoena-like powers and a written decision. It is a route into the record that does not depend on any officeholder choosing to open one.

Who each statute reaches

Who	W.S. 15-1-113(j)	W.S. 9-13-105(c)
Mayor and Town Councilmembers	Yes — officers of the town	Yes — elected to local office
County Commissioners	No — Title 15 governs cities and towns	Yes — elected to local office
Housing Authority commissioners	No — the Authority is not a joint powers board	Only if separately elected to office
Housing Director and Department staff	No — county employees	No — “public employee” is limited to senior state positions

The Authority was not acting independently, which bears on which officials the section reaches. The Housing Authority exercises housing project powers only because the Town and County elected under W.S. 15-10-115 to have it do so, and every material step in this project was a vote of the Council and the Board. The form of the Council’s own motion makes the chain explicit:

“To direct and authorize the Housing Authority to direct staff to negotiate a Ground Lease and Development Agreement... with both Pennrose Development and Elmington Affordables, LLC.”

The chain of direction ran from Council to Authority to staff. Releasing the RFP, authorizing negotiation, approving lease terms, committing the design funds, extending the deadlines and terminating were all actions of the elected bodies. The Mayor and Councilmembers who gave those directions are officers of the town, and subsection (j) reaches them directly, without reliance on the Authority’s classification.

Coverage of individuals. Every elected official in this matter is reached by at least one of the two statutes, and the Mayor and Council by both. No member of staff is reached by either. The only written rules governing the Housing Director are Teton County Policy Manual §2-6 and §12-6, whose strongest consequence is employment discipline. That is a gap in Wyoming law rather than a feature of this project, and a local no-contact rule closes it immediately.

A separate removal route exists for the Authority. Under W.S. 15-10-117 a commissioner of a regional housing authority may be removed by the body that appointed them “for inefficiency, neglect of duty or misconduct in office,” after a hearing, with the charges provided at least ten days in advance and the opportunity to be heard in person or by counsel. “A record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the clerk.”

Applied to this matter. As to the Town’s elected officials, the conduct set out in Sections V and VIII is the conduct subsection (j) describes: information moving to one respondent that the others did not receive. The records show a pattern spanning two years and involving more than one official. As to county commissioners and department staff, the section does not reach them and the analysis moves to Part B and to Section VII.D.

B. W.S. 9-13-101 to 9-13-109 — the Wyoming Ethics and Disclosures Act

For the conduct documented here this act applies more directly than W.S. 15-1-113, because it raises no threshold question about which contracts it covers.

Who it covers. W.S. 9-13-102 defines “public official” as “an individual elected to a state or local office, or an individual who is appointed to fill a vacancy in a state or local office.” Every mayor, councilmember and county commissioner in this matter is covered by that definition.

The operative provisions:

9-13-103. “No public official, public member or public employee shall use his office or position for his private benefit.”

9-13-105(a). “A public official, public member or public employee shall not use public funds, time, personnel, facilities or equipment for his private benefit or that of another unless the use is authorized by law.”

9-13-105(c). “A public official, public employee or public member shall not disseminate to another person official information which the public official, public employee or public member obtains through or in connection with his position, unless the information is available to the general public or unless the dissemination is authorized by law.”

9-13-109(b). “Violation of any provision of this act constitutes sufficient cause for termination of a public employee's employment or for removal of a public official or public member from his office or position.” Violation is a misdemeanor punishable by a fine of not more than \$1,000.

Whether 9-13-105(c) functions as a no-contact rule. On one reading, a one-on-one meeting between an elected official and a private party negotiating for a taxpayer-funded public project necessarily conveys information the public is not privy to. The prohibition is general and has only two exits: the information is already public, or the dissemination is authorized by law. There is no intent element, no materiality threshold and no applicability question.

Four objections to that reading:

1. **Direction.** The provision reaches officials who disseminate, not those who receive. In a staff briefing the official is largely a recipient. It reaches officials who spoke, and no minutes exist to show what was said in any of these meetings.
2. **“Official information” is undefined.** W.S. 9-13-102 contains no definition, and the Legislative Service Office's Ethics Guide for Legislators reproduces 9-13-105(c) without interpretation. No court or agency has construed the term either narrowly or broadly.
3. **“Authorized by law.”** The law authorizing an elected official to set the terms of a public contract is the law requiring the body to do it in a noticed public meeting. Conveying deal terms individually substitutes for that authority rather than exercising it.
4. **It is a penal statute.** Courts construe penal statutes narrowly and apply lenity to ambiguous terms. That narrows what can be claimed under it, and the conduct here is better described as what the statute was written to prevent than as a crime that was committed.

NOT ESTABLISHED: no Wyoming appellate decision construing 9-13-105(c) has been identified, and no Attorney General opinion. That is not the same as establishing that none exists.

Conduct rule and procurement rule. 9-13-105(c) is a conduct rule; a no-contact clause is a procurement rule. The statute binds elected officials only, requires proof of what was said in an unminuted room, and gives an aggrieved bidder no remedy. A no-contact clause binds everyone including respondents, triggers on contact

without inquiry into content, disqualifies, and can be invoked by a losing bidder immediately. A statutory finding would not by itself produce the rule.

C. Teton County Code, Title 2 — Procurement

Title 2 contains no no-contact provision and no bid protest procedure. Wyoming regulates conduct through Title 9 and leaves solicitation procedure to each entity's own code, and Teton County's code does not contain such a rule.

D. Teton County Policy Manual, 2023 Edition

This instrument binds county staff, and two of its sections are directly relevant.

§2-6, Confidentiality. Employees “may have access to information of a confidential nature” which “should not be disclosed except with authorized personnel.” Misuse or disclosure “could result in personal legal liability and disciplinary action, up to and including termination of employment.” Documents created during County work “are the exclusive property of the County.”

Limits: “confidential” is undefined, the language is permissive (“should not”), it is a personnel policy rather than law, and its only remedy is employment discipline.

§12-6. This is the more consequential of the two sections.

“Users should also be aware that pursuant to the Wyoming Public Records Act, information contained on a County owned mobile device, or on a personally owned mobile device to the extent used for County business or used to access the County network, may be a public record and subject to public inspection.”

“All information or data that is contained or stored on any County owned mobile device, or personally owned mobile device, to the extent that the device is being used for County business or being used to access the County network, is the property of the County. Such information or data is at all times subject to access, monitoring, review and disclosure by the County and its authorized elected officials, supervisors, employees, agents or other representatives, and there shall be no expectation of privacy.”

“Employees using their personal device for business purposes must understand and agree that their service records and/or communications may be subject to Wyoming Public Records requests.”

Teton County Policy Manual, 2023 Edition, §12-6 · violation “may be subject to discipline, up to and including termination of employment”

Consequence for the records production. County business on a personal device is County property, subject to County access, review and disclosure, with no expectation of privacy. When a records request arrived, the county was therefore not confined to asking each custodian to search their own device and produce what they judged responsive. Under its own written policy the county had the authority to obtain the data directly. Section X returns to this.

E. NIGP Code of Ethics

Aspirational and unenforceable, but it is the professional standard the Housing Department's own procurement work is measured against, and it speaks directly to impartiality and the avoidance of the appearance of impropriety in dealings with suppliers.

F. The combined effect

There is no statewide no-contact rule in Wyoming because Title 9 regulates conduct, Titles 15, 16 and 18 do not reach bid procedure, and the state leaves solicitation rules to local codes. Teton County's local code is silent, which is why most of the conduct in Section VIII broke no written rule.

VIII. Conduct of named officials

All three individuals below are public figures acting in public roles. Everything stated is from the government's own records release. Each entry closes with the limits of the instruments.

A. Mayor Arne Jorgensen

VERIFIED, from his own written custodian response to the Town Attorney, 4 November 2025.

Town business on non-Town systems. He searched his cell phone, his “Hawtin Jorgensen MacBook” and a personal iPad. Hawtin Jorgensen is his own architecture firm; these are firm and personal systems.

An unexplained meeting.

“I have found one record on my Hawtin Jorgensen google calendar that I could not connect to a corresponding Town of Jackson email, calendar invite, or voicemail. It is a calendar entry titled ‘90 Virginian’ for 8:00am January 30, 2025. There is not any reference to a phone call, in person location, zoom, or any indication of who I may have been meeting.”

Undocumented private meetings with the developer.

“I have met several times with Pennrose representatives outside of public meetings for project updates, usually around site design. I can recall three of these that were setup by Housing Department staff through Town of Jackson systems. I did not do any recording of these discussion.”

A call he initiated to the developer's architect.

“I do remember one phone call or zoom with Andy Rockmore, Pennrose Architect... I had reached out to share my concerns that the surface parking option lacked a level of quality, nuance, and creativity that I would expect. I did not record or otherwise create a record of the discussion.”

Assessment. By his own written account to the Town Attorney, he contacted the selected respondent's design team on his own initiative, after a public meeting, to convey personal expectations for the design, with no invitation, no record and no minutes. He is himself a practicing architect, so “quality, nuance, and creativity that I would expect” carries particular weight with a project architect.

Limit. No instrument prohibited the call, and the absence of a rule prohibiting it is the gap identified in Section VII.F.

B. Commissioner Len Carlman

VERIFIED. The exhibit is MaloneText page 2 of the produced screenshots. Thread header “2 People”; the sender label above the message reads, in the phone's own rendering, “April Norton.” Dated Wed 16 April at 10:56 AM — 16 April fell on a Wednesday in 2025, inside the search window.

“From Len: Looking forward to, and confirming, 2:30pm today at your office with you and colleagues from Pennrose... I'm interested to get an update! The two things that I have on my agenda are: securing priority

housing for essential public sector workers in return for additional public sector investment; and, what seems like it should be a little thing, ensuring that designs for the common area include features...

The reply, from +1 (303) 709-9147:

"Thank you?!?! Sorry - thank you!!!! Just reviewed this with Andy at United gate. Sounds like the goal is to ensure community rooms can accommodate kids and be multipurpose correct? As we get into DD, we will get into these details..."

The number is identified by its owner, inside the same release. In voicemail 26256774176 Shannon Cox Baker states: "Hey, Devon, it's Shannon Cox Baker with Pennrose... You can also shoot me a text as well if you want to try and put something on the calendar. My number is 303-709-9147." "Andy" is Andy Rockmore of SAR Architects, the project architect. "DD" is design development.

The chain, as the records show it: Commissioner Carlman writes his negotiating agenda → the Housing Director forwards it, labeled "From Len:", to Pennrose's Regional Vice President → she reviews it with the project architect at an airport gate → the commissioner's private meeting then takes place.

Separately from any statute. "Securing priority housing for essential public sector workers *in return for* additional public sector investment" describes a trade. Who receives priority for the homes, and the size of the public contribution, are terms of the deal, and those terms belong to the governing body, in a noticed meeting, on a recorded vote. The additional public contribution then under discussion was \$10 million, and the Town and County had still not agreed how to divide it on the day the project was terminated.

Also in the record: Commissioner Carlman attended a private one-on-one briefing at 4:00 PM on 27 August 2025 at the Teton County Library with the developer's team and the architect present, organized by the Housing Director, with no minutes (JSCVirginian000064, JSCVirginian000104). On 14 July 2026 he voted against terminating.

Limits. (i) He is covered by W.S. 9-13-102 without argument. (ii) He appears to have sent the message to staff, not to the developer; whether 9-13-105(c) reaches him turns on whether conveying a private negotiating agenda to the staff negotiator, on the morning of a meeting he had already arranged with "colleagues from Pennrose," is itself dissemination to another person. That question is unsettled. (iii) A commissioner directing staff is ordinary government business; what is different is the private meeting with the counterparty the same afternoon. (iv) This is not an Open Meetings Act violation, because one commissioner is not a quorum, and W.S. 16-4-401 does not apply. (v) 9-13-109(b) makes violation sufficient cause for removal, not automatic removal.

This document does not claim that Commissioner Carlman texted the developer directly; the record shows his message being forwarded by someone else.

C. Housing Director April Norton

The Ethics Act does not reach her. W.S. 9-13-102 defines "public employee" as an enumerated list of senior *state* positions — the attorney general, directors of executive branch departments, and similar. "Public member" means a part-time appointee to a *state* board, commission or council. "Public official" means an individual *elected* to office. A county housing director is none of the three.

The documented conduct:

Date	What the records show
6 May 2024	Council authorizes negotiation with both Pennrose and Elmington; the County Board does not join
7 Jun 2024	Writes to the entire Board and Council that deeper affordability restrictions are “already underway,” attaching a letter from the developer confirming progress, and states that the rebuttal is being withheld from the Housing Trust, Shelter JH and the News&Guide: “this is meant to be informational for you all, my bosses”
16 Apr 2025, 10:56 AM	Forwards Commissioner Carlman's negotiating agenda into a text thread with the developer's Regional Vice President
24 Apr 2025, 11:38 AM	Asks the developer for the template for the cost-share agreement she will attach to her own staff report: “Do you have a template you'd like to use?” Reply at 11:39: “Yes, we can work on this.”
27 Aug 2025	Organizes and hosts seven private briefings in one day — every elected official, singly or in pairs, developer and architect present, no minutes
30 Sep 2025, 2:00 PM	Sends a reporter's questions with her answers drafted in to the developer: “Shannon – please review. I need to email this to him by 3pm”
3 Nov 2025, 9:17 AM	Forwards the Town Attorney's personal-device search parameters to her own staff

The pattern. In every instance the information moved from the public side toward the developer: the staff report template came from the vendor, the government's answers to a reporter went to the vendor for approval before the public received them, and an elected official's private negotiating position went to the vendor before the meeting. The release contains no instance of information moving in the other direction.

The newspaper. Two emails concern the Jackson Hole News&Guide. On 7 June 2024, responding to a published letter to the editor from the Housing Trust, the Housing Director circulated a corrections table to every elected official and two appointed boards and wrote that she was not sharing it with the Housing Trust, Shelter JH, or the News&Guide. On 30 September 2025 she sent a News&Guide reporter's questions, with her answers drafted in, to the developer's Regional Vice President for review before replying; the developer asked that one sentence be removed. In the first instance the newspaper was excluded from a staff rebuttal by design, and in the second it received answers the developer had reviewed first. No Town or County rule addresses either practice.

The bidding statute does not reach her either. W.S. 15-1-113(j) binds “any officer or employee of the city, town or joint powers board.” She is a county employee, and the Authority is a regional housing authority created under W.S. 15-10-116(b), not a joint powers board. Section VII.A sets this out.

The county's policy manual applies. Teton County Policy Manual §2-6 and §12-6, as set out in Section VII.D. Their strongest consequence is employment discipline, and neither defines what counts as confidential.

The gap in coverage. The official who organized every private briefing, requested a cost-share template from the vendor, and routed the government's press responses to the vendor for approval sits outside both statutes that would have governed an elected official doing the same things.

Limits. (i) Staff briefing elected officials individually is routine and lawful; what distinguishes these is that the vendor and its architect were present during a live procurement and no record was kept. (ii) §2-6 does not

define “confidential” and its only remedy is employment discipline. (iii) She has announced her resignation, so the remedies that matter are institutional rather than personal.

IX. The competitor's written objection

VERIFIED. Letter dated 3 August 2024, addressed to Town Council Members Jorgensen, Schechter and Sell Chambers and Teton County Commissioners Newcomb and Propst, delivered by email. Forwarded by Town Manager Tyler Sinclair to the entire Council on 5 August at 8:12 AM, copying the Town Attorney and the Housing Director.

“As the designers of the Elmington Affordable plan, we are writing to express our concern about the changes shown in the adjusted proposal for 90 Virginian Lane in the August Housing Department Staff Report. The Pennrose plan has had critical elements added or changed, and it now very closely resembles the proposal submitted by our team.”

The five elements identified, verbatim:

- 4% LIHTC funding — “which was deemed too risky under the Elmington Affordable proposal”
- “A parking structure on the east property boundary. This was a critical element in the Elmington Affordable plan and one that lost that our team points during Housing Supply Board review”
- “A north – south internal access lane adjacent to the parking structure”
- “The vehicle circulation has been changed to closely match the Elmington Affordable plan with a Karns Meadow access now being deemed uncertain”
- “Senior specific living units”

“With these changes, there is no guarantee that this project will require a lower public subsidy or even the same public subsidy put forward in Pennrose's original proposal... The two proposals may even cost the same. If these elements were so important to the Town, County and the Housing Department, why wasn't Elmington Affordable awarded the project?”

“As design professionals, we enter into an RFP process fully anticipating to win or lose based on the merits of our proposal. However, in this case of 90 Virginian Lane, the very financing and design elements that denied Elmington Affordable the project now appear in the proposal of the awardee. This is blatantly unethical in regard to the jurisdictional process to date, as well as the use of our intellectual design property that is protected by federal copyright law.”

Stephen Dynia FAIA · Karen Parent AIA · Doug Halsey Assoc. AIA · Hans Flinch PLA ASLA · 3 August 2024. The letter encloses the adjusted Pennrose site plan (July 2024) and the original Elmington Affordable plan (January 2024) for comparison.

Public comment, 5 August 2024. At the joint meeting two days later Stephen Dynia addressed the same concerns in public comment. He stated his team had invested approximately \$80,000 in its response. He affirmed the quality of the Pennrose design and objected to the process rather than the competitor. On deadlines: “if there's a deadline, and the work will be evaluated when that is turned in, it should be abided.” On the order of operations: “I know that form follows finance in the real world, right? And a project like this is about how the deal is structured.” That meeting is recorded and posted on the Town and County websites.

Assessment. Two of the five elements are the material ones. A parking structure on the east boundary *cost the objecting team points* in evaluation, and 4% LIHTC financing was judged too risky when they proposed it. Both then appear in the winner's revised plan four months later. Whether that is reuse of protected work,

independent convergence, or information relayed by the Housing Department is a question that was never decided, because the county code provides no procedure for deciding it.

This document does not claim that any party copied anything. The design team has asserted it, the developer has not answered publicly, and no court has decided it. What is established is that the objection was made in writing, that it identifies five specific convergences, that it reached every addressee and then the full Council, and that no process existed to resolve it.

X. The records production

A. What was asked for

VERIFIED. On 3 November 2025 at 8:54 AM the Town Attorney circulated search parameters to Norton, Ziem, Thompson, Weber, Toronto, Anthony, DeVries Robinson, Scarlata and Sinclair, opening: “Last week the Town received a request for records concerning the Virginian project.”

“What: Texts/direct messaging of any kind – whether iMessage, SMS, Google Meet, or other platforms. Personally recorded meeting(s)... Voicemails. Who: Between yourself and Pennrose (whether you were communicating with Pennrose individually or with multiple participants). All Pennrose representatives – i.e., attorneys, consultants, or agents, etc. Over What Timeframe: The request is for records from October 1, 2023 to October 29, 2025.”

The scope. The request covers any messaging between the custodian and any Pennrose representative across twenty-five months, regardless of subject. It does not ask custodians to judge relevance.

B. What was produced

VERIFIED. The Housing Director's device produced one message, from a contact saved as “Shannon” with avatar initials SC.

“Call me back when you get a sec” — Thu, Oct 30 at 3:05 PM

There are no outgoing messages anywhere in the thread and nothing above the message; the screenshot shows it at the top of an otherwise empty conversation view. 30 October fell on a Thursday in 2025.

Result. The twenty-five month window, which covers the RFP, the selection, the dual-negotiation period, the design work and the collapse, produced no text messages between the Housing Director and the developer's Regional Vice President. The single message produced is dated one day after the window closed and is a reply in form rather than an opening message. This document does not allege that any message was deleted.

C. Alternative explanations

1. They did not exchange text messages in twenty-five months. This is difficult to reconcile with a contact saved under a first name, with a message that is a reply in form, and with a voicemail in the same production in which Cox Baker tells a councilwoman “you can also shoot me a text as well.”
2. Automatic deletion. iOS “Keep Messages” offers 30 Days, 1 Year or Forever. A 30-day setting would produce exactly this result without any manual deletion. It would also mean that two years of public business on a

personal device was being destroyed on a rolling basis, which would itself be a Public Records Act problem. The setting is visible in the device's own settings screen and can be checked.

3. Manual deletion. Nothing in the production establishes this, and this document does not assert it.
4. Custodian judgment about relevance. This does not account for the production, because an out-of-window message was produced while in-window messages were not.

A second production for comparison. A second county custodian produced text screenshots in the same week, under the same instruction, from a different device. Those contained messages dated 13 January 2025, 16 April 2025 and 19 September 2025. The capture method preserved older messages where they existed. The devices and their settings may have differed, so the comparison establishes nothing about the Housing Director's device; it does show that the screenshot method used that week was capable of capturing older messages.

D. The County's method of collecting records

Teton County Policy Manual §12-6 provides that county business on a personally owned device “is the property of the County,” is “at all times subject to access, monitoring, review and disclosure by the County,” and that “there shall be no expectation of privacy.”

The county was therefore not confined to asking each custodian to search their own device and produce what they judged responsive. Under its own written policy, the data was already its own to obtain. A government holding the right to collect its records directly, which instead asks each individual to self-search and self-select, has chosen the method that produces the least. That choice was available to be made differently, and it can be changed by a memorandum.

Two questions follow: what was the Keep Messages setting on each device searched, and why was §12-6 not invoked to obtain the data directly?

E. Completeness of the production

DERIVED. The Bates range JSCVirginian000001-000448 is continuous. No withheld ranges appear and no privilege log was produced. The numbering does not support any claim that pages were withheld from the range.

F. Scope of the production

Scope. The 227 records analyzed here were released by the Town of Jackson. No comparable production has been made by Teton County, and no county records were obtained.

The custodians named in the Town Attorney's search instruction are Town officers, Town staff and staff of the joint Housing Department. No member of the Board of County Commissioners appears among them.

Effect on Section VIII.B. Commissioner Carlman's negotiating agenda is in this record only because a Housing Department custodian had received it and produced it from her own device. Nothing in the production shows any commissioner being asked to search a personal device, and nothing shows what such a search would have returned.

The County was asked and declined. Item 2 of the request read “All communications about Pennrose LLC.” The County Attorney answered:

“This request is overly broad and would take considerable time to accumulate all of these documents. Pursuant to Wyoming Statute §16-4-402(c)(ii), the time it takes to answer public record requests cannot impair or impede the governmental entity’s ability to discharge its other duties. At this point, the county is very busy with other duties we are required to discharge. There are some options. You can always just come to my office, and you and I can go through my files together... Or you can limit or lessen the scope of your request... At this point, we do not have a ground lease with Pennrose LLC, but we do have an Option for a Ground Lease that is signed by all parties.”

Teton County Attorney, written response to the public records request.

What the response shows. The response addresses the County Attorney’s own files: “my office,” “my files,” “we do not have.” Nothing in it indicates that any commissioner was asked to search a personal device. Over the same period, the Town held a request on the same subject matter, circulated a search instruction to nine custodians, and produced 448 pages.

On the citation. The Wyoming Public Records Act is codified at W.S. 16-4-201 through 16-4-205. The provision carrying the quoted “impair or impede” language is

“(ii) If a public record is readily available, it shall be released immediately to the applicant so long as the release does not impair or impede the governmental entity’s ability to discharge its other duties; (iii) All public records shall be released not later than thirty (30) calendar days from the date of acknowledged receipt of the request unless good cause exists... (iv) If good cause exists... the public records shall be released on a specified date mutually agreed to by the applicant and the governmental entity. If a release date cannot be agreed upon, the applicant may file a complaint with the ombudsman... (v) The applicant may at any time file a complaint with an ombudsman designated by the governor or may petition the district court for a determination as to whether the custodian has demonstrated good cause... The ombudsman or the district court shall review the records in camera...”

W.S. 16-4-202(c). W.S. 16-4-402 falls within the public meetings article.

What the structure provides. Subsection (c)(ii) governs whether a readily available record must be released immediately. The Act addresses burden through timing: seven business days to notify, thirty calendar days to release, and on good cause a release date agreed with the requester. Where no date can be agreed, (c)(v) gives the requester recourse to an ombudsman designated by the governor or to the district court, either of which weighs the impairment question and reviews the records in camera. A requester without funds to file again retains the ombudsman route at no cost.

Effect on the findings. The pattern set out in Sections V, VIII and X is drawn from one of the two governments that jointly owned the land and jointly ran the process, and it therefore represents a minimum. Any conclusion about how much contact occurred should be read subject to that limit.

What the response confirms. The County Attorney confirms that the Option for a Ground Lease is “signed by all parties,” and that no ground lease with Pennrose LLC exists.

XI. The ninety-nine year lease and the property tax question

VERIFIED. The Ground Lease Option Agreement contains two ground leases on identical terms.

§2.2. “The term of this Lease shall commence upon the Effective Date and end ninety-nine (99) years from that date unless sooner terminated as provided for herein.”

Under the lender-remedy provision, in a defined default scenario “the term of the Lease shall be reduced to fifty (50) years.”

§3.1. “During the Lease Term title to all Improvements... shall be vested in Lessee... Lessor acknowledges and agrees that any and all depreciation, amortization, and tax credits for federal or state tax purposes relating to the Improvements... shall be deducted or credited exclusively to Lessee during the Lease Term.”

Assessment. The public retains land it purchased for \$28,000,000. For ninety-nine years the improvements, the revenue from them, and every federal and state tax benefit attached to them belong to the private party by express agreement. That may still be a defensible structure. It is how a great deal of affordable housing is financed, and a government that cannot raise construction capital has limited alternatives. It is nonetheless a ninety-nine year decision of a size that belongs in public, decided by the body elected to decide it, with every respondent competing on identical terms.

Tax treatment in the staff report

VERIFIED. The staff report accompanying the Development Agreement contains a section headed FISCAL IMPACT. It contains:

- a comparison of eight public-private developments since the Housing Action Plan — Redmond Street Rentals, Grove III, 174 N. King, Mercill, Kelly Place, Jackson Street Apartments, Flat Creek Apartments and Parkside — with public money per home ranging from \$81,996 to \$273,202 in 2025 dollars, 241 homes in total;
- the \$28,000,000 land purchase and its four funding sources;
- the RV park lease revenue — \$500,000 for the 2025 season, applied to schematic design, and \$400,000 for a shorter 2026 season, applied to property tax;
- property tax paid by the Housing Authority — \$245,934.20 to date (2023 \$55,854.63; 2024 \$93,224.00; 2025 \$96,855.57);
- the additional \$10 million, described in the government's own words as “the First 10”; and a later version records that “Pennrose is asking for an additional \$5 million commitment for the Rental Project.”

What it does not contain: any statement of what happens to that property tax line across the ninety-nine year lease; whether the land remains on the tax rolls, at what assessed value, and paid by whom; any effect on the mill levy borne by other property owners; or any exemption analysis.

The tax base as a stated benefit. The same staff report lists “providing for a stable tax base” among the project's benefits, without any analysis of what the project would contribute to or remove from the tax base.

The search is repeatable. Across all 448 pages of the Bates production, the terms *fiscal impact*, *tax base*, *assessed value*, *mill levy*, *tax exempt* and *exempt from* return nothing. The RFP requires a Traffic Impact Study at the Development Option Plan step; it requires no fiscal or tax impact study.

The lease provisions on tax exemption. §2.6(b) provides that upon certificate of occupancy or transfer of title “Lessee shall not be able to claim any tax exemptions due to Lessor's status as a governmental entity.” §2.6(a) makes the lessee liable for all real estate taxes for the full term while expressly preserving its right to “request and receive an exemption from the payment of real estate taxes” on other grounds. Structures exist in Wyoming that place publicly supported housing outside the property tax rolls by arranging who holds title to the land and

who holds a share of the building. Whether any of them was contemplated here is addressed nowhere in the record, and the question was never put.

AUTHOR RECORD. On 23 October 2025 the author attended a public town hall on housing finance at the Teton County Library's Ordway Auditorium, which the Mayor and councilmembers also attended and which was reported in advance by the *Jackson Hole News&Guide*. Her recollection is that the Mayor said he was prepared to use any tool available to the government to build affordable housing, and that she responded from the floor that he had no idea what the impacts of that would be on the tax base.

XII. Questions the record does not answer

Each of the following is a question a complete record would answer and this one does not. A procurement of this size should not leave them open. Nothing in this document depends on any of them.

- Whether the convergences identified by the Elmington design team were reuse of protected work, independent arrival at the same solutions, or information relayed by the Housing Department. No body adjudicated it.
- Whether the two proposals would by then have cost the public the same amount, as the letter suggests. If so, the basis of the selection had dissolved by August 2024.
- What property tax treatment the site would have received across the ninety-nine year term — on the rolls or off, at what value, paid by whom. No analysis of this exists anywhere in the record.
- Whether the lessee would have sought an exemption on grounds other than the Housing Authority's governmental status. The lease preserves that right, and no analysis of its cost appears in the record.
- How much was paid to the developer for design work against the \$250,000 ceiling, whether any of it was repayable, and who owns the drawings.
- Whether a final scoring sheet, evaluation report or award memorandum was ever produced for the February–March 2024 selection.
- Whether W.S. 15-1-113 applies to a ground lease of public land of this kind. No Wyoming court has decided it.
- Whether any Wyoming appellate decision or Attorney General opinion construes W.S. 9-13-105(c).
- The dates the produced voicemails were left. The government released the audio without them and holds the timestamps.
- The Keep Messages retention setting on each device searched in the records production.
- Whether an ordinance or resolution was legally required for any of the authorizations in this matter.

XIII. Corrective actions

Timing. The Town and County are preparing a second solicitation for 90 Virginian Lane. None of it should proceed until the items below are adopted, and two of them are conditions rather than recommendations: no private contact between a respondent and any elected official or staff member outside a noticed public meeting, from release of the solicitation to execution of the agreement, and no staff work product sent to a respondent for review, because until an agreement is signed a respondent is the other side of a negotiation rather than a partner; and a standing public repository for the project, posted as documents are created, so that no records

request and no fee stands between the public and the file. Whether or not any rule was broken in the first process, the public does not want a second one handled the same way.

Each of the following can be adopted without any finding of wrongdoing, and none is expensive.

1. **Settle policy and zoning before soliciting.** No solicitation is released while a land development regulation amendment affecting the subject parcel is in process.
2. **Match the instrument to the work.** If the scope will be developed with the partner, issue an RFQ. If the scope is fixed and price is being compared, issue an RFP. Adopt written criteria for choosing between them, and do not run one while behaving as the other.
3. **Adopt a no-contact rule and put it on the first page of every solicitation.** No meeting, call or message between a respondent and any elected official or staff member outside a noticed public meeting, from release to execution of the agreement, and no template, draft, press answer or other staff work product sent to a respondent for review. A no-contact rule would make the analysis in Section VII unnecessary. It binds elected officials, staff, evaluators and respondents alike; it is triggered by the contact itself, so no one has to establish what was said in a meeting without minutes; and it gives an aggrieved respondent a provision to invoke within the same week rather than two years later. Suggested text:

A working model is already in use in a comparable community. Park City Municipal Corporation placed the following on page one of its Request for Proposals for the Woodside Park Phase II Affordable Housing and Senior Center Development, released 19 January 2024 — fourteen days before responses to the 90 Virginian Lane RFP were due:

“Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.”

Park City Municipal Corporation, Request for Proposals, Woodside Park Phase II Affordable Housing & Senior Center Development, 1361 Woodside Ave., Park City, Utah · released 19 January 2024, page 1 · published at parkcity.gov

Four features of that clause have no counterpart in any Wyoming statute discussed in this document:

- It names the Mayor’s office and staff, Council members and selection committee members expressly, so no argument arises about whether an elected official is an “officer or employee” of any particular body.
- It is triggered by the contact itself, so no one must prove what was said in a meeting where no minutes were kept.
- It runs from release to the date of execution of the agreement rather than to award, which covers the negotiation period, when every incident documented in this review occurred.
- Its consequence is disqualification at the City’s sole discretion, a remedy available within days rather than a malfeasance finding years later.

Comparison. Two western resort communities with housing shortages solicited comparable affordable housing developments on public land within a fortnight of one another. Park City told every respondent on its first page that contacting a councilmember could result in disqualification; the 90 Virginian Lane RFP contained no such provision.

4. **Adopt a bid protest procedure in Teton County Code Title 2.** A filing deadline, a named decision-maker, a written decision, and a stay of award while it is pending.
5. **Require minutes of every meeting concerning a live procurement,** including one-on-one briefings and site walks, recording the date, attendees and subjects discussed; one page is sufficient.
6. **Adopt written reissue triggers.** A material change to scope or entitlements after bids close; a material change in the winning respondent's economics; a selection that does not resolve to one respondent within a fixed period. When a trigger is met, the solicitation is canceled and reissued unless both bodies vote otherwise on the record, with reasons.
7. **Invoke §12-6 directly on the next records request.** Because county business on personal devices is County property under the policy, collect it directly rather than asking each custodian to self-search and self-select.
8. **Require a tax-base analysis before any long-term disposition of public land.** State whether the improvements will be taxable, at what assessed value, paid by whom, and what the effect is on other property owners across the term. Publish it with the staff report.
9. **Publish the whole file for any housing project on public land, as it is created, at no charge.** A standing public web page carrying the solicitation, addenda, every submission, the scoring, the staff reports, the correspondence and the executed instruments, posted when they are made. Assembling the 448 pages analyzed here cost the requester \$500, and the same fee applies to every subsequent request. A standing page would cost the governments less than answering requests one at a time and would remove the fee as a factor in who is able to examine the record.

Attachments

Each item below was produced by the Town of Jackson in response to a public records request, except Attachment E, which is a published solicitation of another jurisdiction included for comparison. Two of the produced exhibits were released as image files with no searchable text and are reproduced here as released, with transcriptions.

Attachment A — Text messages, 16 April 2025

Source. Town of Jackson records production, file MaloneText, pages 1–2. Thread header dated Wed, 16 April, 10:56 AM. The 16th of April fell on a Wednesday in 2025.

Transcription. Three messages in sequence.

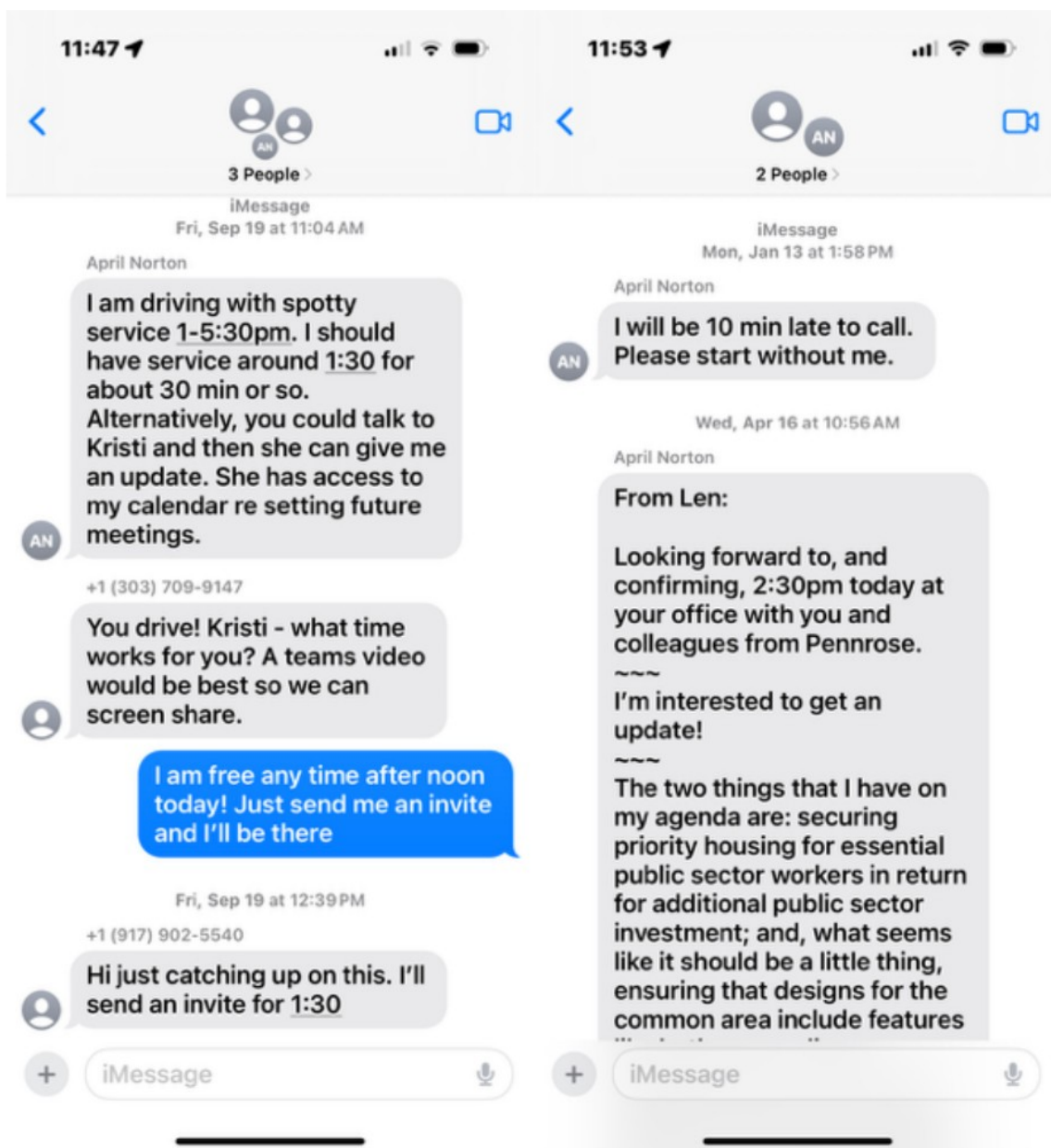
1. *“Looking forward to, and confirming, 2:30pm today at your office with you and colleagues from Pennrose... The two things that I have on my agenda are: securing priority housing for essential public sector workers in return for additional public sector investment; and... ensuring that designs for the common area include features...”*

Teton County Commissioner Len Carlman, setting out his agenda for a meeting scheduled that afternoon.

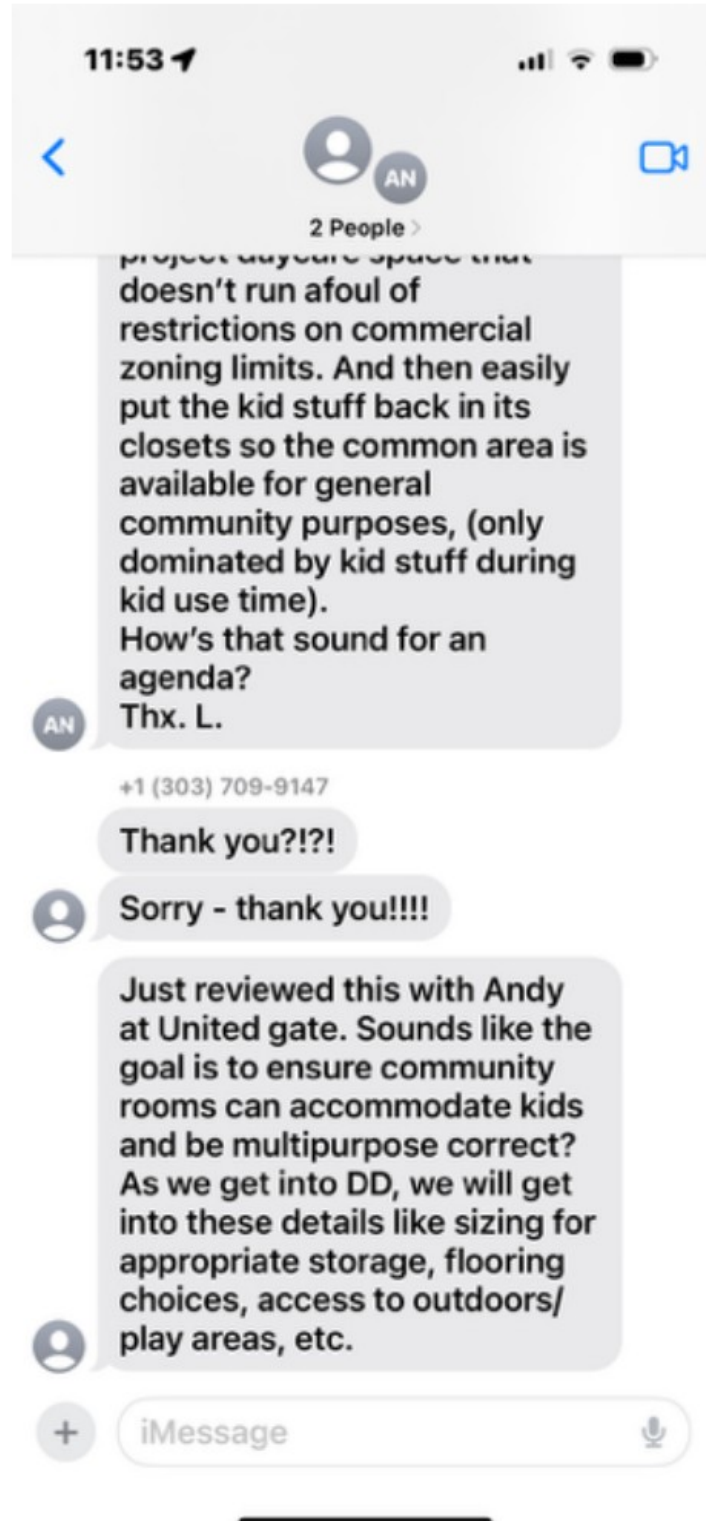
2. *“From Len:” — the phone's own label identifies the sender of the forwarded message as April Norton, Housing Director.*

3. *“Thank you?!?! Sorry - thank you!!!! Just reviewed this with Andy at United gate. Sounds like the goal is to ensure community rooms can accommodate kids and be multipurpose correct? As we get into DD, we will get into these details...”*

Reply from 303-709-9147. That number is identified aloud by Shannon Cox Baker of Pennrose in the voicemail at Attachment C.1. “Andy” is Andy Rockmore, the project architect. “DD” is design development.



Attachment A, page 1 — MaloneText, as released



Attachment A, page 2 — MaloneText, as released

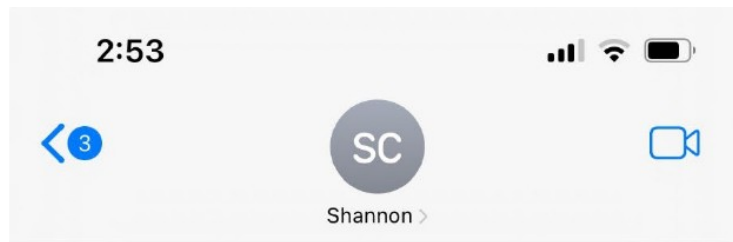
Attachment B — Text thread, 30 October 2025

Source. Town of Jackson records production, file NortonText, one page. Thread labeled “Shannon,” a saved contact with avatar and name. Dated Thu, 30 October. The 30th of October fell on a Thursday in 2025.

“Call me back when you get a sec”

The entire contents of the thread as produced. No reply, and nothing above it.

Relevance. The Town's search instruction to custodians covered every message exchanged with any Pennrose representative between 1 October 2023 and 29 October 2025. This message is dated one day after that window closed. Section X sets out what the search asked for and what it returned.



iMessage
Thu, Oct 30 at 3:05 PM

Call me back when you get a sec



Attachment B — NortonText, as released

Attachment C — Voicemail transcripts

Three recordings were produced as audio files without timestamps. The transcriptions below were checked against the audio. Timestamps have been requested and are listed in Section XII.

C.1 — The developer calls a sitting councilwoman

File 26256774176 · 43 seconds · Shannon Cox Baker (Pennrose) to Councilwoman Devon Viehman.

“Hey, Devon, it's Shannon Cox Baker with Pennrose. It's midday on Tuesday, and I just want to call and check in. I've been kind of following everything that's happening in the news lately and just wanted to see if we could find the time to touch base on your thinking, and I'm happy to share my thoughts as well around 90 Virginian. So, if you get a chance, give me a call back. You can also shoot me a text as well if you want to try and put something on the calendar. My number is 303-709-9147.”

C.2 — The developer offers its team to the Housing Director

File 20490540256 · 31 seconds · Shannon Cox Baker (Pennrose) to April Norton, Housing Director.

“April, I can't tell if your voicemail is recording or not... I'm just calling to tell you we're going to get through this, okay? I'm going to get our team involved tomorrow, and we'll work with you to come up with a game plan. So give me a call. Not tonight. I hope you just turn off your phone.”

C.3 — The developer relays what a critic is doing

File 20488329984 · 66 seconds · Shannon Cox Baker (Pennrose) to April Norton, Housing Director.

“Hey April, it's Shannon, I'm just calling to touch base. That was a lovely call... we have to kind of underwrite the two scenarios and think through how this might work, but it seems like a great opportunity worth exploring... Let's find a time to connect maybe tomorrow on that. And then I also want to let you know, I just chatted with Christian Pritchett and he did tell me that Rebecca is kind of already trying to implicate 90 Virginian in this giant affordable housing scandal of her making. So anyway, I'm not gonna get worried yet, but just wanted to let you know that that's on my radar. Hopefully she's leaving you alone and or you have protection and this is gonna settle itself out.”

Attachment D — Letter from the Elmington design team, 3 August 2024

Source. Letter of 3 August 2024 to five elected officials, forwarded to the entire Council by the Town Manager on 5 August. Quoted and analyzed at Section IX.

Note on the enclosures. The letter encloses both site plans. Those drawings are the design team's work and are not reproduced here. The labels quoted in Section IX are taken from the Pennrose drawing's own callouts.

DYNIA



August 3, 2024

To: Town of Jackson Council Members Jorgensen, Schechter and Sell Chambers
Teton County Commissioners Newcomb and Propst

Delivered via email

RE: 90 Virginian Lane Partnership Selection

Dear Council Members and Commissioners:

Thank you for your service in the consideration of the new housing development at 90 Virginian Lane. As the designers of the Elmington Affordable plan, we are writing to express our concern about the changes shown in the adjusted proposal for 90 Virginian Lane in the August Housing Department Staff Report. The Pennrose plan has had critical elements added or changed, and it now very closely resembles the proposal submitted by our team. (As you know, in May and June, the Council and BCC approved a motion to move forward with Pennrose, instead of Elmington Affordable.)

Significant new elements of the Pennrose proposal that closely match the Elmington Affordable proposal are as follows:

- 4% LIHTC funding - which was deemed too risky under the Elmington Affordable proposal
- A parking structure on the east property boundary. This was a critical element in the Elmington Affordable plan and one that lost that our team points during Housing Supply Board review
- A north – south internal access lane adjacent to the parking structure
- The vehicle circulation has been changed to closely match the Elmington Affordable plan with a Karns Meadow access now being deemed uncertain
- Senior specific living units

The adjusted Site Plan (Pennrose, July 2024) and the original Elmington Affordable Plan (Elmington, January, 2024) are shown in the pages to follow. With these changes, there is no guarantee that this project will require a lower public subsidy or even the same public subsidy put forward in Pennrose’s original proposal. This is made clear in the last item on staff’s Negotiation Topic list.

Maintain and / or reduce public (local) subsidy	• This action item is ongoing. Staff and Pennrose are currently meeting with potential partners, including funders and entities interested in purchasing rights of rental or purchase.
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Attachment D, page 1

August 2, 2024

With these changes, the Pennrose proposal has substantially changed to match the Elmington Affordable proposal. The two proposals may even cost the same. If these elements were so important to the Town, County and the Housing Department, why wasn't Elmington Affordable awarded the project?

As design professionals, we enter into an RFP process fully anticipating to win or lose based on the merits of our proposal. However, **in this case of 90 Virginian Lane, the very financing and design elements that denied Elmington Affordable the project now appear in the proposal of the awardee.**

This is blatantly unethical in regard to the jurisdictional process to date, as well as the use of our intellectual design property that is protected by federal copyright law.

Thank you for your time and consideration.

Sincerely,

Stephen Dynia, FAIA
Karen Parent, AIA
Doug Halsey, Assoc. AIA
Hans Flinch, PLA, ASLA

Attachment E — Park City RFP, first page, 19 January 2024

Source. Park City Municipal Corporation, Request for Proposals, Woodside Park Phase II Affordable Housing & Senior Center Development, 1361 Woodside Ave., released 19 January 2024. Published at parkcity.gov. Included for comparison; not part of the Town of Jackson production.

“Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor's office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.”

Park City Municipal Corporation, RFP page 1, released 19 January 2024. Responses to the 90 Virginian Lane RFP were due 2 February 2024, fourteen days later.



**Park City Municipal Corporation (“PCMC” or “City”)
REQUEST FOR PROPOSALS**

**WOODSIDE PARK PHASE II AFFORDABLE HOUSING & SENIOR CENTER
DEVELOPMENT**

1361 WOODSIDE AVE., PARK CITY, UTAH

RELEASE DATE | Friday, January 19, 2024

SUBMISSION DEADLINE | By 3:00 p.m. on Friday, March 29, 2024

Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.