

Jackson Town Council Regular Meeting

February 1, 2021

6:00 PM

Town Council Chambers

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. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/87002130858?pwd=WE9lb2FJUG43UWVjaXBpaTJlKzJlZz09>

If the link does not work, join at zoom.com with Webinar ID **870 0213 0858** Password: **toj**

or join by phone **1.669.900.9128** with Webinar ID **870 0213 0858** and Passcode **441522**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations:
 - 1. COVID Update
 - 2. New Employee Introductions: Chris McDonough - START Supervisor and Katelyn Page - Associate Planner

III. PUBLIC COMMENT

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to staff for follow-up. If you would like to speak to the Council during the meeting, please address them during this open public comment, when public comment is called on a specific agenda item, or send an email to Council@jacksonwy.gov.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Meeting Minutes:
 - 1. January 19, 2021 regular meeting
 - 2. January 25-26, 2021 special meeting / retreat
- B. Disbursements
- C. Sewer Easement at 545-555 Cache Creek Drive
- D. Sewer Easement at 650 S Glenwood
- E. Bid #20-19 Award for Cache Creek Sewer Replacement

V. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

- A. Administration
 - 1. Restaurant Liquor License Transfer of Ownership to BL Restaurant LLC (Sandy Birdyshaw)
- B. Planning

Please note that at any point during the meeting, the Mayor and Council 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.

1. **Item P20-166:** Subdivision Plat at 808 Upper Redmond (Paul Anthony)
2. **Item P20-185:** Sketch Plan at 1675 Berger Lane (Tyler Valentine)

VI. RESOLUTIONS

- A. **Resolution #21-04:** A Resolution Adopting FY21 Budget Amendment #2 (Kelly Thompson)
- B. **Resolution #21-05:** A Resolution Supporting Creation of a Sexual Assault Response Team "SART" (Michelle Weber)
- C. **Resolution #21-06:** A Resolution Adding Downtown Design Overlay and Historic Preservation Design Guidelines to the Town Design Guidelines (Paul Anthony)

VII. ORDINANCES

- A. **Ordinance M:** An Ordinance Adding Jackson Land Development Regulations Division 5.9 Preservation of Historic Resources (Presented for 3rd reading and designated #1272)
- B. **Ordinance N:** An Ordinance Amending and Reenacting Jackson Land Development Regulations Related to the Historic Preservation Program (Presented for 3rd reading and designated #1273)
- C. **Ordinance O:** An Ordinance Adding Jackson Land Development Regulations Section 8.5.6, 8.5.7, and 8.5.8 to Establish Historic Preservation Procedures (Presented for 3rd reading and designated #1274)
- D. **Ordinance P:** An Ordinance Amending and Reenacting Jackson Land Development Regulation Section 6.3.2 Regarding Housing Mitigation for Historic Properties (Presented for 3rd reading and designated #1275)
- E. **Ordinance Q:** An Ordinance Amending and Reenacting Jackson Land Development Regulation Division 8.10 Regarding Duties and Responsibilities of the Teton County Historic Preservation Board (Presented for 3rd reading and designated #1276)
- F. **Ordinance R:** An Ordinance Amending and Reenacting Jackson Land Development Regulation Division 9.5 Definitions (Presented for 3rd reading and designated #1277)
- G. **Ordinance S:** An Ordinance Amending and Reenacting Jackson Land Development Regulations Section 2.2 and 2.3 Regarding Development and Standards in the Downtown Core, Urban Commercial, and Town Square Zones (Presented for 3rd reading and designated #1278)
- H. **Ordinance T:** An Ordinance Amending and Reenacting Jackson Municipal Code Section 15.38.020 Regarding Historic Buildings (Presented for 3rd reading and designated #1279)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Liquor License Application Process
- B. Council's Board and Liaison Assignments
- C. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

Please note that at any point during the meeting, the Mayor and Council 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.

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TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

JANUARY 19, 2021

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: None. *via Zoom*: Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, Jim Rooks, and Jonathan Schechter.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Michelle Weber, Zolo, Floren Poliseo, Brian Lenz, Paul Anthony, Kelly Thompson, Johnny Ziem, and Sandy Birdyshaw.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and made the following statement. “Since this is our first regular meeting since January 6th, I’d like to take a moment to reflect on the violent acts that took place at our nation’s Capital. This has been a hard 10 months for our community and country. Because of coronavirus, our interactions have become increasingly virtual, making it challenging to interact in ways we are used to. We are all under more stress and experiencing distress on a prolonged basis. Despite it all, I trust in our ability as a town to work together, to disagree, and to move our goals forward without hate and violence. I choose to serve as an elected leader because of my commitment to our community and to making our great town a better place for the next generation, and I know my colleagues feel the same. The insurrection on the Capitol highlights the deep divide our nation feels and the danger of mistrust, misinformation, and hate. Attempts to delegitimize our democracy reverberates in every town hall, county courthouse, and state legislature. Two weeks ago, I took the oath to support, obey, and defend the Constitution of the United States and the Constitution of the State of Wyoming. I take this seriously in my duties as your Mayor and will continue to uphold this oath. I ask each of us to think about how we move forward by building each other up instead of tearing each other down, what we can each do to repair the world we see, instead of making it worse. Tonight, is the day after Martin Luther King Day and it is the eve of the Inauguration of our nation’s new president. I would like for us all to take a moment of silence and reflect on what makes our nation great and the work we need to do to repair the many injustices we still see. We will only be able to make progress and weather the difficulties that lie ahead by moving forward together.”

Mayor Morton Levinson introduced recently new Jackson Police Officer Kyle Foster.

Public Comment. None.

Consent Calendar. Floren Poliseo made staff comment that in addition to the funding listed in the staff report that there was additional SLIB funding available which would further offset the cost of the Cache Creek Tube project (item F). A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the consent calendar including items A-G as presented with the following motions.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the January 4, 2021 regular meeting.
- B. **Disbursements.** To approve the disbursements as presented. Ace Hardware \$179.94; Advanced Glass Trim, LLC \$600.00; Airgas Intermountain Inc. \$91.92; Altitude Jackson, LLC \$640.32; Amazon \$905.75; Apex Sage Inc \$6,286.67; AT&T \$1,535.16; Bank Of Jackson Hole \$60.00; Blue Spruce Cleaners, Inc \$31.50; Bristol, James \$110.00; Carquest Auto Parts Inc. \$488.87; Caselle Inc. \$1,744.00; CDW-Government \$20,804.22; CenturyLink \$2,191.41; Climb Wyoming \$1,250.00; Convergeone, Inc \$42,563.16; Cummins Rocky Mountain Llc \$2,558.76; Curran-Seeley Foundation \$13,268.75; Dean's Pest Control LLC \$150.00; Delcon Inc \$4,420.67; Diagostino, Pauline \$1,500.00; Discount Snow Stakes \$987.66; E.R. Office Express \$536.31; Electrical Whsle Supply Co Inc \$63.49; Elite Parts \$143.95; Energy Laboratories Inc. \$728.00; Exposure Signs Inc \$2,170.00; Ferguson Enterprises, Inc \$9.76; Fleetpride \$90.57; Floyd's Truck Center \$3,261.38; Freedom Mailing Service Inc. \$1,783.63; Garmin USA \$128.90; Gfoa \$460.00; Gillig LLC \$1,465.38; Henke \$10,528.20; High Country Linen \$806.29; Hirst Applegate, LLP \$278.75; Identisys, Inc \$587.43; Interstate Battery \$1,376.35; Interwest Supply Company \$8,356.88; Jackson Animal Hospital \$232.40; Jackson Curbside Inc. \$1,015.00; Jackson Hole News & Guide \$1,468.24; Jackson Lumber Inc \$221.26; Jh20 Water Conditioning & Filtration \$75.00; Jorgensen Associates, Pc \$18,013.13; KellerStrass Enterprises, Inc \$39,908.46; LoganSimpson \$6,662.73; Long Building Technologies Inc. \$1,665.00; Lower Valley Energy Inc \$44,099.54; Metadome, LLC \$2,830.24; MSC Industrial Supply Co \$290.40; Napa Auto Parts Inc. \$1,009.91; Nelson Engineering \$9,486.50; Newman Signs, Inc \$37.62; Prazma Paint & Auto Body \$3,068.95; Premier Truck- Salt Lake City \$12,601.73; Premier Vehicle Installation, Inc \$57.40;

Proterra \$1,124.39; Schaeffer Mfg. Co \$1,318.90; Silverstar \$2,489.93; Smith Power Products, Inc. \$465.75; Snake River Roasting \$140.90; State Of Wyoming \$3,363.69; Swagit Productions, LLC \$1,775.00; Symbolarts, LLC \$337.50; Teton County Clerk \$148,020.08; Teton County Special Fire Fund \$158,029.33; Teton County-Fund 10 \$41,895.07; Teton County-Fund 13 \$107,600.21; Teton County-Fund 19 \$9,675.77; Teton Motors Inc \$2,015.99; Teton Trash Removal, Inc. \$47.00; Teton Youth & Family Services \$45,320.00; Thomson West \$902.79; Thyssen Krupp Elevator Corp. \$2,966.23; Title 22 Consultants \$187.50; TMSC LLC \$18,718.56; Valley West Engineering, Pc \$3,285.00; Vinci Law Office LLC \$252.13; Virginian Village Condo HOA \$1,080.00; Water Technology Group \$1,810.56; Weller Truck Parts \$297.73; Western State \$1,341.47; Wy Child Support Enforcement \$146.76; Wyoming First Aid & Safety \$434.35; Wyoming.Com Inc \$5.00; Yellow Iron Excavation, LLC \$625.00.

- C. **Municipal Court Report December 2020.** To place the December 2020 Municipal Court Report into the record.
- D. **Continuation of Remote Attendance for Meetings.** To suspend Chapter II, Section 3, Quorum, and portions of Chapter II, Section 7.a, Addressing the Town Council, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through April 19, 2021 at midnight.
- E. **Bid 20-18 Award for Cache Creek Tube Phase 2D Project.** To approve the award of the contract for the Cache Creek Tube – Phase 2D Project to Westwood Curtis Construction, authorizing funding for survey, testing, construction, and construction administration for the project, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute the contract.
- F. **Escrow Agreement for Cache Creek Tube Diversion and maintenance (P21-005).** To approve the Escrow Agreement between Jackson Hole Land Trust and the Town of Jackson to allow reimbursement to the Town for construction of a diversion of Cache Creek parallel to the Cache Creek Tube within the Town's public right-of-way for a surface water feature in Genevieve Park, subject to the conditions therein, and upon approval by the Town Engineer and Town Attorney, authorize the Mayor to execute all necessary contract Agreements; and direct staff to provide an Easement document for Council consideration at a Council meeting date uncertain.
- G. **Agreement to Extend Deadline Related to AT&T Application for Small Wireless Facilities.** To approve the Agreement to Extend the Federal Communications Commission Shot-Clock Deadline and authorize the Mayor to sign it, subject to non-material changes by the Town Attorney.

There was no public comment on the consent calendar. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Item P20-185: Sketch Plan and BUP at 1675 Berger Lane. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to continue this item P20-185 to the regularly scheduled Town Council meeting on February 1, 2021. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Item P20-166: Subdivision Plat at 808 Upper Redmond. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to continue this item P20-166 to the regularly scheduled Town Council meeting on February 1, 2021. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Matters from Mayor and Council.

Discussion related to COVID-19. Mayor Morton Levinson made comment on a proposed resolution supporting the Public Health Officer's recent release of Recommendation #11 limiting gatherings to household groups only.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to adopt Resolution #21-03 as presented.

RESOLUTION # 21-03: A RESOLUTION SUPPORTING THE RE-ISSUANCE OF RECOMMENDATION #11 REGARDING LIMITING GATHERINGS TO HOUSEHOLD GROUPS ONLY

WHEREAS, Dr. Travis Riddell, MD as the Teton District Health Officer, pursuant to Wyoming Statute §35-1-306(a), enacted the *Re-Issuance of Recommendation #11 Recommendation from the Teton District Health Officer Gather in Household Groups Only* on January 12, 2021, which recommends that gatherings be limited to household groups in order to help stop the spread of COVID. A “household group” is defined as a group of individuals who reside in the same residence. A “gathering” is any planned or spontaneous event, public or private, bringing together, or likely bringing together, people from outside a person’s household group in a single room or a single confined space (whether indoor or outdoor) at the same time. For clarification, persons should continue to go to work and to school, but should not gather outside of household groups that occur outside of work or school; and

WHEREAS, Dr. Riddell supports the Town Council passing a resolution to affirm this re-issuance and encourage its widespread adoption with the specific objective of slowing viral spread over the next two weeks in hopes that the leadership of our community can simultaneously speak in a unified voice in order to see greater compliance and therefore greater efficacy with this approach; and

WHEREAS, a significant number of Wyoming citizens are at risk of serious health complications, including death, from COVID-19. Although most individuals who contract COVID-19 do not become seriously ill, people with mild symptoms, and even asymptomatic persons with COVID-19, place other vulnerable members of the public at significant risk; and

WHEREAS, Teton County is an isolated rural community with a single small hospital with limited resources including only six (6) Intensive Care Unit beds and no critical care specialists such that caring for many patients with COVID-19 can compromise the ability of the healthcare system in Teton County to deliver the necessary healthcare to the public; and

WHEREAS, as of January 18, 2021 the number of active cases of COVID-19 in Teton County is 313; and

WHEREAS, as of January 18, 2021 there are 7 COVID-19 related hospitalizations at St. John's Health in Jackson, Wyoming; and

WHEREAS, as of January 17, 2021 the previous seven-day average of new cases in Teton County is 45; and

WHEREAS, as of January 15, 2021 the two-week rolling average of test positivity rate for Teton County is 10.07%; and

WHEREAS, limiting gatherings to household groups could substantially reduce transmission of COVID-19 throughout the community and thereby reduce the infection rate, the death toll, and the economic impact of the disease.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on January 19, 2021, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that:

The Jackson Town Council supports the Teton County Health Department and Dr. Travis Riddell, MD, MPH, the Teton District Health Officer, with regard to the public health recommendation that gatherings be limited to household groups in order to help stop the spread of COVID-19 and strongly urge compliance therewith.

PASSED, APPROVED, AND ADOPTED this 19th day of January 2021.

Arne Jorgensen and Jessica Chambers made comment. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

At this time, Mayor Morton Levinson introduced the Town’s recently new law enforcement officer Elley Votruba.

Council Updates. Jim Rooks made comments on Martin Luther King Jr. and his affect on our nation’s history.

Jessica Chambers made additional comments on face coverings.

Mayor Morton Levinson made comment on Town Ordinance 473 regarding the limitation on the number of persons in a household. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to bring back a workshop item to open discussion on the number of persons in a household. The Council held discussion. Tyler Sinclair made staff comment on potential staff impact and prioritization. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Jessica Chambers also made comment on Martin Luther King Jr.

Executive Session. At 6:39 p.m., a motion was made by Arne Jorgensen and seconded by Jessica Chambers to recess into executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party, matters posing a threat to the security of public or private property and matters of national security in accordance with Wyoming Statute 16-4-405(a) (i), (iii), and (iv). Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

The public meeting reconvened at 7:12 p.m.

Possible Action Related to Executive Session. A motion was made by Arne Jorgensen and seconded by Jessica Chambers to direct staff to action as discussed in executive session. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 7:13 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: January 27, 2021

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 25-26, 2021

JACKSON, WYOMING

The Jackson Town Council met in special session for a retreat held virtually through the Zoom platform at 8:30 a.m. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *via Zoom:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, Jim Rooks, and Jonathan Schechter.

STAFF: Larry Pardee, Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Zolo, April Norton, Brady Hansen, Darren Brugmann, Floren Poliseo, Johnny Ziem, Kelly Thompson, Michelle Weber, Paul Anthony, Steve Ashworth, Carl Pelletier, and Sandy Birdyshaw.

FACILITATOR: Heather Bergman with Peak Facilitation Group and Sam Haas with Emergenetics

COVID-19. No update was given.

Welcome. Heather Bergmann of Peak Facilitation and Mayor Morton Levinson made opening remarks.

Emergenetics. Sam Haas with Emergenetics led this exercise. Emergenetics is the merging of two ideas - our behavior emerging from our life experiences and our genetic traits. Emergenetics is rooted in the concept that who you are today is the emergence of your behavior, genetic makeup and life experiences.

The meeting recessed at 10:38 a.m. and reconvened at 11:06 p.m.

The Emergenetics exercise continued.

The meeting recessed for lunch at 12:48 p.m. and reconvened at 1:32 p.m.

Debrief 2020. Larry Pardee provided an overview of the 2020 work plan, projects completed and those underway. The Council discussed successes and challenges they faced during last year.

Director Reports: What is on My Plate. Department directors discussed five areas where they spent most of their time in 2020.

The meeting recessed at 3:07 p.m. and reconvened at 3:37 p.m.

The Director Reports continued.

Action Item. Amend Motion made on January 19, 2021 to Ratify Action. Lea Colasuonno made staff comment that this item was to clarify the motion made on January 19, 2021 after the executive session.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to reject the settlement offer from Tastebuds, LLC. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Mayor Morton Levinson recessed the meeting until 8:30 a.m. the following morning.

On January 26, 2021, the Jackson Town Council reconvened in special session for a retreat held virtually through the Zoom platform at 8:32 a.m. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *via Zoom:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, Jim Rooks, and Jonathan Schechter.

STAFF: Larry Pardee, Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, April Norton, Brady Hansen, Darren Brugmann, Floren Poliseo, Johnny Ziem, Kelly Thompson, Michelle Weber, Paul Anthony, Steve Ashworth, Carl Pelletier, and Sandy Birdyshaw.

FACILITATOR: Heather Bergman with Peak Facilitation Group

COVID-19. No update was given.

Welcome. Heather Bergman and Mayor Morton Levinson made opening remarks. The Council discussed what they were excited about for the upcoming year and things that kept them up at night.

Timeline for Integrating County Retreat, Work Plan, and Budget. Larry Pardee and the Council discussed the integration of priorities, work plan and the budget during the first half of 2021.

Council Priorities and Ideas for the Future. Defining Success for Potential Council Priority Items. Heather Bergman led discussion on identifying tasks and projects related to Town Funding, Preserving and Protecting the Ecosystem, Communications with Community, Communications between Staff and Council, Human Services Representation of Community in Government, Ongoing COVID Management and the Mitigation of its Impacts, New Ways of Doing, and Land Use.

The meeting recessed at 10:00 a.m. and reconvened at 10:20 a.m.

The previous discussion continued.

The meeting recessed for lunch at 12:05 p.m. and reconvened at 1:05 p.m.

The previous discussion continued.

The meeting recessed at 2:30 p.m. and reconvened at 3:00 p.m.

Council Rules, Procedures, and Working Agreements. Roxanne Robinson facilitated a discussion and review of meeting rules, protocol, and best practices.

Review of Agreements and Next Steps. Heather Bergman provided an overview on agreements reached regarding packets, materials, communications and behaviors.

Preliminary Prioritization of Potential New Work Plan Items. Heather Bergman provided an overview of the rankings that Council gave their significant undertakings previously identified in discussion.

Adjourn. Each Council member provided parting thoughts. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned on January 26, 2021 at 4:37 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Sandra P. Birdyshaw, Town Clerk

Hailey Morton Levinson, Mayor

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842022021	PAYROLL DEDUCTIONS	01/13/2021	192.00	192.00	01/22/2021
Total 328:					192.00	192.00	
51	ACE HARDWARE	724392	hitch pins	12/24/2020	2.64	.00	
51	ACE HARDWARE	724407	START - trench drain cleaning	12/24/2020	20.48	.00	
51	ACE HARDWARE	724900	Public Works - garage door opene	12/30/2020	17.99	.00	
51	ACE HARDWARE	725003	new funnel for putting oil in well m	12/31/2020	3.49	.00	
51	ACE HARDWARE	725316	3/4" impact gun	01/05/2021	539.99	.00	
51	ACE HARDWARE	725481	Police Dept. dish washer repair	01/06/2021	16.99	.00	
51	ACE HARDWARE	725703	Police Dept. dishwasher repair	01/08/2021	4.99	.00	
51	ACE HARDWARE	725860	Town Hall roof leak wall repair	01/10/2021	6.49	.00	
51	ACE HARDWARE	726136	Town Hall - roof leak wall repair	01/12/2021	47.65	.00	
51	ACE HARDWARE	726478	Plumbing repair	01/15/2021	57.96	.00	
51	ACE HARDWARE	726718	foam paintbrushes	01/18/2021	4.47	.00	
51	ACE HARDWARE	726744	Facility Dept. hand tools	01/18/2021	113.90	.00	
51	ACE HARDWARE	726800	electric contact cleaner	01/19/2021	11.99	.00	
51	ACE HARDWARE	726854	padlock and lock lube	01/19/2021	31.98	.00	
51	ACE HARDWARE	726881	Plumbing repair	01/19/2021	5.98	.00	
Total 51:					886.99	.00	
3596	ADVANCED GLASS TRIM, LLC	20551	WINDSHIELD FOR SO	01/07/2021	300.00	.00	
Total 3596:					300.00	.00	
88	AIRGAS INTERMOUNTAIN INC.	9108518989	OXYGEN FOR WELDING	12/30/2020	117.54	.00	
Total 88:					117.54	.00	
2458	AMERIGAS	3116613115	propane for EAST building WWTP	01/08/2021	525.55	.00	
2458	AMERIGAS	3116613119	propane for Middle site WWTP	01/08/2021	1,852.28	.00	
2458	AMERIGAS	3116613123	propane for West building WWTP	01/08/2021	705.62	.00	
Total 2458:					3,083.45	.00	
3487	ARCHITECTURAL BUILDING SU	71181248	Elk Refuge Well lock-set	12/16/2020	601.20	.00	
Total 3487:					601.20	.00	
577	BADGER DAYLIGHTING CORP	2132466	storm vault cleaning, 3	11/11/2020	2,100.01	2,100.01	01/25/2021
Total 577:					2,100.01	2,100.01	
4774	BIG R RANCH & HOME	1478400	engine oil/gas stabilizer and gas c	11/27/2020	35.07	.00	
4774	BIG R RANCH & HOME	1486556	winter wear clothing	01/15/2021	99.98	.00	
Total 4774:					135.05	.00	
4485	BLISS CARGO	14233	FREIGHT FOR BUS PARTS	12/28/2020	29.14	.00	
Total 4485:					29.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2850	BMV LLC	5080	monthly coliform test	01/11/2021	62.16	.00	
2850	BMV LLC	5664	ship samples	01/19/2021	62.31	.00	
Total 2850:					124.47	.00	
6727	BRIGGS, ERIC L	2477	THIN WALL SOCKET SET	01/07/2021	217.95	.00	
Total 6727:					217.95	.00	
5	CARQUEST AUTO PARTS INC.	6090-509658	HEADLAMP FOR INVENTORY	01/06/2021	15.88	.00	
5	CARQUEST AUTO PARTS INC.	6090-509662	HEADLAMPS FOR RESTOCK	01/06/2021	31.76	.00	
5	CARQUEST AUTO PARTS INC.	6090-509716	TRAILER CONNECTOR	01/06/2021	16.48	.00	
5	CARQUEST AUTO PARTS INC.	6090-510630	Start trench drain cleaning	01/14/2021	12.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-510784	HEADLAMP BULBS FOR INVEN	01/15/2021	134.40	.00	
Total 5:					211.02	.00	
5322	CHARGEPOINT, INC	SO96218	Electric vehicle chargers	01/12/2021	1,925.00	.00	
Total 5322:					1,925.00	.00	
4742	CHRISTENSEN, DUSTIN	012021	Dustin Christensen safety compos	01/20/2021	100.00	.00	
Total 4742:					100.00	.00	
4292	Commercial Tire-ID Falls	129895	16 SNOW TIRES FOR SO	12/05/2020	3,124.80	.00	
4292	Commercial Tire-ID Falls	130694	TIRE FOR ST.JOHNS HOSPITAL	01/18/2021	188.99	.00	
Total 4292:					3,313.79	.00	
69	COMMUNITY ENTRY SERVICES	01112021	Annual Contrat 2020-2021	01/11/2021	12,500.00	.00	
Total 69:					12,500.00	.00	
260	COMMUNITY SAFETY NETWORK	012021	ANNUAL CONTRACT	01/20/2021	12,250.00	.00	
Total 260:					12,250.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9835	replace control panel for wells 2 a	01/04/2021	6,895.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9836	fix communication problems and r	01/04/2021	750.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9837	Win911 supoprt for collections SC	01/04/2021	620.00	.00	
Total 4887:					8,265.00	.00	
1691	CORE & MAIN LP	N459244	new antennas for water meters	01/07/2021	2,400.00	.00	
Total 1691:					2,400.00	.00	
3001	CREATIVE ENERGIES, LLC	6082	well #5 solar egauge work with JZ	01/20/2021	62.15	.00	
3001	CREATIVE ENERGIES, LLC	6083	Deloney solar service work	01/20/2021	29.92	.00	
Total 3001:					92.07	.00	
65	DELCON INC	23452	SK Ice Rink furnace repair	12/31/2020	488.75	.00	
65	DELCON INC	23454	Parking Garage - wall heater repai	12/31/2020	177.88	.00	
Total 65:					666.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
708	DELTA DENTAL PLAN OF WYO	7017 0121	December claims	01/21/2021	9,113.07	9,113.07	01/22/2021
708	DELTA DENTAL PLAN OF WYO	7017 0121	February Premium	01/21/2021	566.80	566.80	01/22/2021
Total 708:					9,679.87	9,679.87	
2175	DIVISION OF VICTIM SERVICES	123120	Crimw victim surcharge	01/14/2021	250.00	250.00	01/14/2021
Total 2175:					250.00	250.00	
2798	DPC INDUSTRIES, INC.	727000249-20	chlorine	12/10/2020	2,077.28	.00	
Total 2798:					2,077.28	.00	
3408	E.R. OFFICE EXPRESS	16680	Office supplies- lable maker tape	01/11/2021	84.12	.00	
3408	E.R. OFFICE EXPRESS	16917	Paper, batteries, envelopes	01/06/2021	185.96	.00	
3408	E.R. OFFICE EXPRESS	16957	Paper, batteries, envelopes	01/13/2021	49.04	.00	
3408	E.R. OFFICE EXPRESS	16972	Stapler	01/13/2021	16.20	.00	
3408	E.R. OFFICE EXPRESS	16972	Latex-Free Mouse Pad	01/13/2021	6.31	.00	
3408	E.R. OFFICE EXPRESS	17017	W2's and 1099 forms	01/21/2021	103.16	.00	
Total 3408:					444.79	.00	
1134	ENERGY LABORATORIES INC.	354461	well 5 benzene	11/02/2020	222.00	.00	
1134	ENERGY LABORATORIES INC.	364625	weekly WWTP testing	12/18/2020	114.00	.00	
1134	ENERGY LABORATORIES INC.	368083	sample thaw well #3	01/08/2021	132.00	.00	
1134	ENERGY LABORATORIES INC.	368084	sample thaw well #2	01/08/2021	132.00	.00	
Total 1134:					600.00	.00	
4294	FIRE SERVICES OF IDAHO	8499435	Fire extinguisher service	01/19/2021	45.00	.00	
Total 4294:					45.00	.00	
4119	FLOWMARK/HIGH TECH COMP	1105096	air filters for the treatment plant	01/13/2021	656.96	.00	
Total 4119:					656.96	.00	
6464	GEITTMANN LARSON SWIFT LL	11707	Epstein Litigation	01/08/2021	975.00	.00	
Total 6464:					975.00	.00	
4212	GILLIG LLC	40763600	SPLASH SHIELDS FOR BUSES	12/29/2020	126.25	.00	
4212	GILLIG LLC	40764804	AIR SPRINGS FOR BUSES	01/04/2021	261.87	.00	
4212	GILLIG LLC	40765574	IGNITION UNIT FOR BUS HEAT	01/06/2021	124.40	.00	
Total 4212:					512.52	.00	
96	HIGH COUNTRY LINEN	0230365	Rugs	12/30/2020	61.93	.00	
96	HIGH COUNTRY LINEN	0230564	sewer collections - uniform cleani	12/31/2020	4.85	.00	
96	HIGH COUNTRY LINEN	0230564	fleet - uniform cleaning	12/31/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0230564	street - uniform cleaning	12/31/2020	48.50	.00	
96	HIGH COUNTRY LINEN	0230564	water - uniform cleaning	12/31/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0230564	laundry bags, towels, mats, enviro	12/31/2020	3.00	.00	
96	HIGH COUNTRY LINEN	0230564	uniform cleaning	12/31/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0230564	admin - uniform cleaning	12/31/2020	4.85	.00	
96	HIGH COUNTRY LINEN	0230564	WWTP - uniform cleaning	12/31/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0230564	laundry bags, towels, mats, enviro	12/31/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0231126	HRanch Operating supplies	01/04/2021	7.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0231692	admin - uniform cleaning	01/07/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0231692	street - uniform cleaning	01/07/2021	48.50	.00	
96	HIGH COUNTRY LINEN	0231692	water - uniform cleaning	01/07/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0231692	sewer collections - uniform cleani	01/07/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0231692	admin - uniform cleaning	01/07/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0231692	laundry bags, towels, mats, enviro	01/07/2021	12.70	.00	
96	HIGH COUNTRY LINEN	0231692	fleet - uniform cleaning	01/07/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0231692	WWTP - uniform cleaning	01/07/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0232287	H Ranch operating supplies	01/11/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0232638	Rugs	01/13/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0233407	HRanch operating supplies	01/18/2021	7.50	.00	
96	HIGH COUNTRY LINEN	C0234392	CREDIT	01/22/2021	22.50-	.00	
96	HIGH COUNTRY LINEN	S0228544	gloves	12/18/2020	121.00	.00	
96	HIGH COUNTRY LINEN	S0232795	inventory supplies: cleaners, pap	01/13/2021	163.96	.00	
Total 96:					762.43	.00	
6482	HOKANSON, DONNY	012521	physical reimbursement	01/25/2021	155.00	.00	
Total 6482:					155.00	.00	
6787	HUFFMAN, JOHN	011821	M2 IN METER RETURNED	01/27/2021	1,122.66	.00	
Total 6787:					1,122.66	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	192572	Do not Enter and One Way signs f	06/24/2020	600.00	.00	
Total 3323:					600.00	.00	
4677	IDEXX DISTRIBUTION, INC.	3072321761	quanti-tray e.coli testing supplies	10/02/2020	312.53	.00	
Total 4677:					312.53	.00	
6720	IMMIGRANT HOPE	01252021	ANNUAL CONTRACT 2020-2021	01/25/2021	1,250.00	.00	
Total 6720:					1,250.00	.00	
106	INTERSTATE BATTERY	22249635	BATTERIES FOR RESTOCK	01/11/2021	519.85	.00	
106	INTERSTATE BATTERY	22249695	BATTERY FOR SHOP JUMP PA	01/18/2021	52.96	.00	
Total 106:					572.81	.00	
5098	JACKSON ANIMAL HOSPITAL	39761	chowder meds	01/07/2021	70.46	.00	
Total 5098:					70.46	.00	
2	JACKSON CURBSIDE INC.	00028600	December - Downtown recycling I	01/10/2021	985.00	.00	
Total 2:					985.00	.00	
258	JACKSON HOLE COMMUNITY C	974	annual contract 2020-2021	01/01/2021	25,750.00	.00	
Total 258:					25,750.00	.00	
6474	JACKSON HOLE LAW, PC	01222021	January Prosecution Services	01/22/2021	1,501.60	.00	
Total 6474:					1,501.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	320935	Publish 12/21 workshop minutes	01/06/2021	64.13-	64.13-	01/19/2021
131	JACKSON HOLE NEWS & GUID	320965	Cache Creek Dr. Sewer Ad for Bid	01/06/2021	111.16	.00	
131	JACKSON HOLE NEWS & GUID	321024	One week ad for Winter Street Op	01/13/2021	198.00	.00	
131	JACKSON HOLE NEWS & GUID	321098	1/4 reg meeting minutes	01/13/2021	495.90	.00	
131	JACKSON HOLE NEWS & GUID	321195	2 week posting for Street Operato	01/20/2021	376.20	.00	
131	JACKSON HOLE NEWS & GUID	321196	2 week posting for Planning Depa	01/20/2021	501.60	.00	
131	JACKSON HOLE NEWS & GUID	321197	START bus driver ad in the JHNA	01/20/2021	198.00	.00	
131	JACKSON HOLE NEWS & GUID	321274	Jan JIM minutes	01/20/2021	230.85	.00	
131	JACKSON HOLE NEWS & GUID	321318	2021 Spring Patching Advertisem	01/20/2021	94.06	.00	
Total 131:					2,141.64	64.13-	
114	JACKSON LUMBER INC	0000627736-0	sawzall blades	12/30/2020	27.65	.00	
Total 114:					27.65	.00	
6706	JH TINT	12212020	Town Hall - security film	12/21/2020	660.00	.00	
Total 6706:					660.00	.00	
139	JORGENSEN ASSOCIATES, PC	45676	Cache Creek Tube Phase 2C Ad	12/21/2020	1,955.00	.00	
139	JORGENSEN ASSOCIATES, PC	45677	Cache Creek Tube 2D Design	12/21/2020	10,110.00	.00	
Total 139:					12,065.00	.00	
5473	KELLERSTRASS ENTERPRISES	1288420	TOTE OF DEF FOR START FACI	01/08/2021	360.25	.00	
5473	KELLERSTRASS ENTERPRISES	D37042	4002 GALLONS MID-GRADE, 58	01/12/2021	19,840.28	.00	
Total 5473:					20,200.53	.00	
2485	KENWORTH SALES COMPANY	IDFIN4370742	SENSOR FOR 1700	01/05/2021	34.08	.00	
Total 2485:					34.08	.00	
5914	LENZ, BRIAN	011121	2020 Rocky Mountain Virtual Wat	01/11/2021	275.00	.00	
Total 5914:					275.00	.00	
6780	LEWIS, VERNON	121820	dot physical	12/18/2020	155.00	.00	
Total 6780:					155.00	.00	
671	LINCOLN NATIONAL LIFE	107391 0121	107391 february premium	01/21/2021	1,351.69	1,351.69	01/22/2021
671	LINCOLN NATIONAL LIFE	107747 0221	107747 february	01/21/2021	5,681.96	5,681.96	01/22/2021
Total 671:					7,033.65	7,033.65	
677	MACY'S SERVICES	33486	SK Ice Rink drain clearing	12/31/2020	217.50	.00	
Total 677:					217.50	.00	
6795	MARCHELYA, MIKE	01262021	REIMBURSE FOR TREE	01/26/2021	50.00	.00	
Total 6795:					50.00	.00	
5108	Marquina, Francisca	123120	restitution payment	01/14/2021	50.00	50.00	01/14/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5108:					50.00	50.00	
5685	McCarthy, Mary	011421	void check and re-issue	01/14/2021	500.00	500.00	01/14/2021
Total 5685:					500.00	500.00	
3932	MILLER SANITATION	17700	9 days of Town Sq. trash pick-up	01/01/2021	2,331.00	.00	
3932	MILLER SANITATION	17701	trash collection	01/01/2021	315.00	.00	
Total 3932:					2,646.00	.00	
6785	MITCHELL, JUDITH	122320	dot physical	12/23/2020	155.00	.00	
Total 6785:					155.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0030	monthly battery rent	01/01/2021	35,000.00	.00	
Total 6770:					35,000.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4318677001	misc pars	01/07/2021	266.21	.00	
Total 4623:					266.21	.00	
257	NAPA AUTO PARTS INC.	962964	HYD COUPLE FOR HIGHWAY T	12/21/2020	5.63	.00	
257	NAPA AUTO PARTS INC.	965130	3/4 to 1/2" reducer	01/05/2021	22.16	.00	
257	NAPA AUTO PARTS INC.	965569	AIR FILTERS FOR INVENTORY	01/07/2021	24.78	.00	
257	NAPA AUTO PARTS INC.	965606	CV AXLES FOR START TAHOE	01/07/2021	162.82	.00	
257	NAPA AUTO PARTS INC.	966303	FUEL FILTERS FOR INVENTOR	01/11/2021	52.90	.00	
257	NAPA AUTO PARTS INC.	966915	AIR FILTER FOR INVENTORY	01/14/2021	42.62	.00	
257	NAPA AUTO PARTS INC.	967069	BATTERY FOR KEY FOB	01/15/2021	4.22	.00	
257	NAPA AUTO PARTS INC.	967150	WIRE AND CONNECTORS FOR	01/15/2021	21.18	.00	
257	NAPA AUTO PARTS INC.	967329	OIL FILTERS FOR INVENTORY	01/18/2021	21.96	.00	
257	NAPA AUTO PARTS INC.	967334	HEADLAMPS AND DUCT TAPE	01/18/2021	35.25	.00	
257	NAPA AUTO PARTS INC.	967362	ELECTRICAL TERMINALS AND	01/18/2021	50.50	.00	
Total 257:					444.02	.00	
187	NELSON ENGINEERING	53470	175 S Glenwood Shoring Inspecti	10/27/2020	1,018.75	.00	
187	NELSON ENGINEERING	53514	175 S Glenwood Parking Garage	10/27/2020	2,303.00	.00	
187	NELSON ENGINEERING	54059	Parking Garage Monitoring	12/31/2020	560.50	560.50	01/19/2021
187	NELSON ENGINEERING	54059	Parking Garage Monitoring	12/31/2020	580.50-	580.50-	01/19/2021
Total 187:					3,301.75	20.00-	
6406	NORTHWORKS	DEC 2020	Si-Ferrin remodel design drawings	12/25/2020	350.00	.00	
Total 6406:					350.00	.00	
513	ON SIGHT LAND SURVEYORS I	4080	Sidewalk Survey	10/28/2020	1,080.51	.00	
Total 513:					1,080.51	.00	
1504	ONE CALL OF WYOMING	58148	one-call nov/dec tickets	01/08/2021	51.00	.00	
1504	ONE CALL OF WYOMING	58148	one-call tickets nov/dec	01/08/2021	51.00	.00	
Total 1504:					102.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6483	PREMIER TRUCK- SALT LAKE C	775251946	SENSORS FOR BUS INVENTOR	01/05/2021	694.56	.00	
6483	PREMIER TRUCK- SALT LAKE C	775252032	ACTUATORS FOR STREET TRU	01/05/2021	37.63	.00	
6483	PREMIER TRUCK- SALT LAKE C	775252185	INJECTORS FOR BUS 201	01/05/2021	3,451.94	.00	
6483	PREMIER TRUCK- SALT LAKE C	775252187	INJECTORS FOR BUS 201	01/06/2021	3,305.08	.00	
6483	PREMIER TRUCK- SALT LAKE C	775252415	ACTUATORS FOR STREET TRU	01/06/2021	37.63	.00	
6483	PREMIER TRUCK- SALT LAKE C	775252472	INJECTOR HARNESS AND GAS	01/06/2021	241.62	.00	
6483	PREMIER TRUCK- SALT LAKE C	775253360	FILLER CAPS AND GASKETS F	01/08/2021	76.52	.00	
6483	PREMIER TRUCK- SALT LAKE C	775253815	EXHAUST PARTS FOR BUS 205	01/11/2021	108.97	.00	
6483	PREMIER TRUCK- SALT LAKE C	775254375	INJECTOR KIT FOR BUS 201	01/13/2021	1,090.86	.00	
6483	PREMIER TRUCK- SALT LAKE C	775254900	CONNECTORS FOR BUS 201	01/14/2021	89.68	.00	
Total 6483:					9,134.49	.00	
6069	RAFTELIS	17928	additional educational and outreac	01/14/2021	3,125.00	.00	
6069	RAFTELIS	17928	additional outreach and education	01/14/2021	3,125.00	.00	
Total 6069:					6,250.00	.00	
1839	RAFTER J IMPROV/SERV DIST	4617	Quarterly Billing	01/01/2021	146.43	.00	
Total 1839:					146.43	.00	
2758	RANCH INN	128902	Winter Operator New Hire Orienta	11/02/2020	200.00	.00	
Total 2758:					200.00	.00	
4723	RON'S TOWING	21-11599	TOW BUS 204 TO SHOP	01/12/2021	600.00	.00	
4723	RON'S TOWING	21-11737	HAVE ELECTRIC BUS 2002 TO	01/19/2021	600.00	.00	
Total 4723:					1,200.00	.00	
6782	SAFETECH INC	9971	Si-Ferrin remodel asbestos abate	12/30/2020	20,340.00	.00	
Total 6782:					20,340.00	.00	
6786	SANCHEZ-NIETO, BENJAMIN	01072021	emergency	01/07/2020	500.00	.00	
6786	SANCHEZ-NIETO, BENJAMIN	01072021	Emergency assistance January re	01/07/2020	500.00	.00	
6786	SANCHEZ-NIETO, BENJAMIN	010721	RENT AND FOOD	01/07/2021	500.00	.00	
6786	SANCHEZ-NIETO, BENJAMIN	010721	RENT AND FOOD	01/07/2021	500.00	.00	
Total 6786:					1,000.00	.00	
231	SHERVIN'S INDEPENDENT OIL	16728	WHEEL ALIGNMENT FOR BUS 3	01/11/2021	102.00	.00	
Total 231:					102.00	.00	
4548	SILVER CREEK SUPPLY	0004073607-0	SK Maintenance air piping	12/31/2020	227.41	.00	
Total 4548:					227.41	.00	
4699	SNAKE RIVER ROASTING	674325	2 BAG OF KIRBY COFFEE- MAI	12/30/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	674395	coffee	01/05/2021	97.90	.00	
4699	SNAKE RIVER ROASTING	674678	coffee filter	01/19/2021	29.94	.00	
Total 4699:					225.74	.00	
6136	SOLV BUSINESS SOLUTIONS-S	405655	Evidence envelopes	12/08/2020	222.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6136:					222.00	.00	
4752	SPECIALTY CONSTRUCTION S	0195620-IN	10 bags of bentonite	05/14/2020	107.50	.00	
Total 4752:					107.50	.00	
6793	SPENCER, PATRICK	012121	BAIL REFUND CASE 20-10-0206	01/21/2021	2,490.00	.00	
Total 6793:					2,490.00	.00	
4933	SYMBOLARTS, LLC	0357855-IN	Patrol -blank badges	09/15/2020	337.50	.00	
4933	SYMBOLARTS, LLC	0358055-IN	Patrol -blank badges	09/17/2020	991.50	.00	
Total 4933:					1,329.00	.00	
1443	TETON COUNTY CLERK	012521	Housing Department Monthly Ope	01/25/2021	20,991.75	.00	
Total 1443:					20,991.75	.00	
2113	TETON COUNTY HOUSING AUT	011421	4 WIND RIVER LOANS - ROOF	01/14/2021	288,097.20	.00	
Total 2113:					288,097.20	.00	
581	TETON COUNTY INTEGRATED	5748	Public Works cardboard pick-up	01/01/2021	309.00	.00	
Total 581:					309.00	.00	
2327	TETON COUNTY SHERIFF-DISP	011521	JULY-SEPTEMBER EXPENDITU	01/15/2021	15,067.78	.00	
2327	TETON COUNTY SHERIFF-DISP	011621	OCTOBER-DECEMBER EXPEN	01/16/2021	3,004.23	.00	
2327	TETON COUNTY SHERIFF-DISP	012121	annual services	01/21/2021	3,004.23	.00	
2327	TETON COUNTY SHERIFF-DISP	012121	annual services	01/21/2021	15,067.78	.00	
Total 2327:					36,144.02	.00	
55	TETON COUNTY SHERIFF'S-JAI	583	Inmates	01/07/2021	432.00	.00	
Total 55:					432.00	.00	
3922	TETON COUNTY SYSTEMS OF	112420	Annual Dues	11/24/2020	100.00	.00	
Total 3922:					100.00	.00	
3027	TETON COUNTY-FUND 13	012521	Fire/EMS Monthly Contribution	01/25/2021	107,600.21	.00	
Total 3027:					107,600.21	.00	
268	TETON MOTORS INC	5096585	HUB ASM FOR PD	11/25/2020	167.13	.00	
268	TETON MOTORS INC	5096613	ACTUATOR FOR SO	11/30/2020	141.76	.00	
268	TETON MOTORS INC	5096633	CREDIT	12/01/2020	50.00-	.00	
268	TETON MOTORS INC	5096735	SPEAKER FOR SO	12/10/2020	33.41	.00	
268	TETON MOTORS INC	5097007	4X4 ACTUATORS FOR CSO	01/06/2021	323.14	.00	
268	TETON MOTORS INC	5097088	CREDIT	01/14/2021	25.00-	.00	
268	TETON MOTORS INC	6150717	WHEEL ALIGNMENT FOR PD	01/04/2021	129.95	.00	
268	TETON MOTORS INC	8017818/1	BODY WORK ON CSO 1440	10/31/2020	1,563.00	.00	
Total 268:					2,283.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5846	TETON TOOLS LLC	01052126728	DATA LINK CONNECTOR FOR E	01/05/2021	196.75	.00	
Total 5846:					196.75	.00	
284	THOMPSON PALMER & ASSOCI	75031	FY2020 AUDIT - PROGRESS BIL	12/31/2020	35,000.00	.00	
Total 284:					35,000.00	.00	
3070	VALLEY WEST ENGINEERING,	1546	Rancher St. Design	01/10/2021	8,326.18	.00	
3070	VALLEY WEST ENGINEERING,	1546	Rancher St. Design	01/10/2021	2,812.89	.00	
3070	VALLEY WEST ENGINEERING,	1546	Rancher St. Design	01/10/2021	6,563.43	.00	
Total 3070:					17,702.50	.00	
6731	VINCI LAW OFFICE LLC	01182021	case#18119	01/18/2021	252.13	252.13	01/18/2021
Total 6731:					252.13	252.13	
3420	VISA	011421	VISA BILLS	01/14/2021	11,060.10	11,060.10	01/14/2021
3420	VISA	Admin 1 #5397	Vistaprint	12/24/2020	25.51	.00	
3420	VISA	Admin 1 #5397	dog	12/24/2020	216.00	.00	
3420	VISA	Admin 1 #5397	high country linen	12/24/2020	22.23	.00	
3420	VISA	Admin 1 #5397	Wyoming camera	12/24/2020	5.99	.00	
3420	VISA	Admin 1 #5397	name badges intl	12/24/2020	33.96	.00	
3420	VISA	Admin 1 #5397	coolworks	12/24/2020	149.00	.00	
3420	VISA	Admin 1 #5397	survey monkey	12/24/2020	99.00	.00	
3420	VISA	Admin 1 #5397	ace hardware	12/24/2020	28.48	.00	
3420	VISA	Admin 1 #5397	sidewinders	12/24/2020	953.00	.00	
3420	VISA	Admin 1 #5397	pearl street bagels	12/24/2020	55.00	.00	
3420	VISA	ANIM SHELTE	vista print	12/24/2020	21.20	.00	
3420	VISA	ANIM SHELTE	supplies	12/24/2020	149.56	.00	
3420	VISA	ANIM SHELTE	cat supplies	12/24/2020	379.30	.00	
3420	VISA	Chief 1115 12/	optics planet	12/24/2020	74.19	.00	
3420	VISA	Chief 1115 12/	amazon tools	12/24/2020	77.86	.00	
3420	VISA	IT - 6908 12/24	go daddy	12/24/2020	965.49	.00	
3420	VISA	IT - 6908 12/24	concrete 5	12/24/2020	90.00	.00	
3420	VISA	IT - 6908 12/24	wired magazine	12/24/2020	49.99	.00	
3420	VISA	IT - 6908 12/24	amazon	12/24/2020	78.99	.00	
3420	VISA	IT - 6908 12/24	amz woot	12/24/2020	1,028.13	.00	
3420	VISA	IT - 6908 12/24	iphone payment	12/24/2020	97.35	.00	
3420	VISA	IT - 6908 12/24	apple	12/24/2020	99.00	.00	
3420	VISA	IT - 6908 12/24	log me in	12/24/2020	25.44	.00	
3420	VISA	IT - 6908 12/24	dish	12/24/2020	.05	.00	
3420	VISA	Police 3 #0355	ups	12/24/2020	11.22	.00	
3420	VISA	Police 3 #0355	travel	12/24/2020	135.67	.00	
3420	VISA	Police 3 #0355	ups	12/24/2020	19.66	.00	
3420	VISA	PW 1 #8144 12	CEU Plan	12/24/2020	393.60	.00	
3420	VISA	PW 1 #8144 12	Amazon wall planner	12/24/2020	24.35	.00	
3420	VISA	PW 1 #8144 12	the tire rack	12/24/2020	1,592.97	.00	
3420	VISA	PW 1 #8144 12	JB appliance	12/24/2020	860.00	.00	
3420	VISA	PW 1 #8144 12	room for service guy	12/24/2020	152.00	.00	
3420	VISA	PW 1 #8144 12	amazon solenoid	12/24/2020	267.18	.00	
3420	VISA	PW 1 #8144 12	Tire rack	12/24/2020	1,441.52	.00	
3420	VISA	PW 1 #8144 12	Tire rack	12/24/2020	172.77	.00	
3420	VISA	Sergeant #106	galls	12/24/2020	295.99	.00	
3420	VISA	Sergeant #106	travel	12/24/2020	147.18	.00	
3420	VISA	Sergeant #106	NY sub shop	12/24/2020	79.71	.00	
3420	VISA	Sergeant #106	travel	12/24/2020	389.07	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	START #1 934	misc. supplies	12/24/2020	216.73	.00	
3420	VISA	START #1 934	ace hardware	12/24/2020	8.15	.00	
3420	VISA	Vic Services 91	coca cola	12/24/2020	31.60	.00	
3420	VISA	Vic Services 91	staples	12/24/2020	96.04	.00	
Total 3420:					22,120.23	11,060.10	
5022	VISION SERVICE PLAN - (WY)	0071760834	february premium	01/17/2021	1,746.19	1,746.19	01/22/2021
Total 5022:					1,746.19	1,746.19	
244	WATTS STEAM STORE ROCKY	76137	parts and service on hotsy pressu	12/31/2020	250.00	.00	
Total 244:					250.00	.00	
563	WESTBANK SANITATION	3586201	trash collection for WWTP DEC	01/01/2021	699.79	.00	
563	WESTBANK SANITATION	3586969	Si-Ferrin remodel demo dumpster	01/01/2021	908.90	.00	
563	WESTBANK SANITATION	3588301	transh pickup at 940 Simon Lane	01/01/2021	48.77	.00	
Total 563:					1,657.46	.00	
1640	WESTERN STATE	IN001523780	REPAIR GRADER DEF SYSTEM	01/05/2021	750.00	.00	
1640	WESTERN STATE	IN001526389	HYD COUPLINGS FOR MINI TR	01/06/2021	160.59	.00	
1640	WESTERN STATE	IN001527613	FREIGHT FOR MINI COUPLING	01/07/2021	20.29	.00	
Total 1640:					930.88	.00	
472	WHITE GLOVE CLEANING, INC.	2595	Town Hall cleaning	01/18/2021	1,065.00	.00	
472	WHITE GLOVE CLEANING, INC.	2596	Public Works cleaning	01/18/2021	670.17	.00	
472	WHITE GLOVE CLEANING, INC.	2597	Parking Garage cleaning	01/18/2021	102.00	.00	
472	WHITE GLOVE CLEANING, INC.	2598	Bunk House cleaning	01/18/2021	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	288B	2022 WILDFLOWER CLEANING	10/21/2020	218.25	.00	
472	WHITE GLOVE CLEANING, INC.	6864	natural trash can liners	12/29/2020	58.00	.00	
472	WHITE GLOVE CLEANING, INC.	6865	Deloney RR operating supplies	12/29/2020	259.00	.00	
472	WHITE GLOVE CLEANING, INC.	6865	Home Ranch RR operating suppli	12/29/2020	525.00	.00	
472	WHITE GLOVE CLEANING, INC.	6908	SK Housing cleaning	12/31/2020	350.00	.00	
Total 472:					3,347.42	.00	
5489	WRENCH IT PLUMBING & HEAT	7711	SKHM - plumbing service work	01/10/2021	364.95	.00	
5489	WRENCH IT PLUMBING & HEAT	7712	Home Ranch - plumbing service w	01/13/2021	599.63	.00	
Total 5489:					964.58	.00	
3619	WY CHILD SUPPORT ENFORCE	01182021	case #209790	01/18/2021	146.76	146.76	01/18/2021
Total 3619:					146.76	146.76	
3278	WY DEPT OF ENVIROMENAL Q	010721	UNDERGROUND STORAGE TA	01/07/2021	400.00	.00	
Total 3278:					400.00	.00	
79	WYOMING DEPARTMENT OF E	6130550	4th QTR SUTA	12/31/2020	673.05	673.05	01/22/2021
Total 79:					673.05	673.05	
1064	WYOMING DEPARTMENT OF H	I0012607	monthly coliform samples	01/05/2021	240.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1064:					240.00	.00	
406	WYOMING LAW ENFORCEMEN	123120	OET COLLECTIONS	01/13/2021	100.00	100.00	01/14/2021
Total 406:					100.00	100.00	
2034	WYOMING TAXPAYERS ASSOC	00667	2021 WTA MEMBERSHIP LARR	01/01/2021	195.00	.00	
Total 2034:					195.00	.00	
6717	WY-TEST	36643	pre-employment and random drug	12/02/2020	80.00	.00	
6717	WY-TEST	36648	Pre-employment drug test for new	12/02/2020	80.00	.00	
6717	WY-TEST	36655	pre-employment and random drug	12/04/2020	160.00	.00	
6717	WY-TEST	36673	pre-employment and random drug	12/08/2020	80.00	.00	
6717	WY-TEST	36680	pre-employment and random drug	12/09/2020	80.00	.00	
6717	WY-TEST	36710	pre-employment and random drug	12/11/2020	105.00	.00	
6717	WY-TEST	36727	pre-employment and random drug	12/14/2020	80.00	.00	
6717	WY-TEST	36757	pre-employment and random drug	12/16/2020	80.00	.00	
6717	WY-TEST	36778	pre-employment and random drug	12/18/2020	80.00	.00	
6717	WY-TEST	36779	RANDOM DRUG AND ALCOHOL	12/21/2020	105.00	.00	
6717	WY-TEST	36791	RANDOM DRUG TEST- 2 DIFFE	12/22/2020	80.00	.00	
6717	WY-TEST	36817	Pre-employment drug tests	12/30/2020	80.00	.00	
6717	WY-TEST	36818	RANDOM DRUG TEST- 2 DIFFE	12/30/2020	80.00	.00	
Total 6717:					1,170.00	.00	
2842	YELLOW IRON EXCAVATION, L	53497	trash pickup	12/31/2020	70.00	.00	
Total 2842:					70.00	.00	
Grand Totals:					770,685.85	33,699.63	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	1 February 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	Sewer Easements at 545-555 Cache Creek Dr	Public Comment:	

Purpose & Policy Considerations.

Town Council to consider obtaining easements for Town sewer infrastructure and access at 545 and 555 Cache Creek Dr.

Requested Action.

Approve obtaining sewer easements with two Cache Creek Drive property owners: David L. Vandenberg (545) and Moonrise Investments LLC (555).

Recommendations.

Approve obtaining sewer easements with the property owners

Background.

A Town sanitary sewer main exists between the two properties known as 545 and 555 Cache Creek Dr. The Town seeks a 10-foot wide easement on each property to accommodate the Town's infrastructure and access to maintain it.

Analysis.

Obtaining the owners' agreements for this easement will ensure current use and future use and development of these properties do not encumber the Town's ability to access this sewer line.

Alternatives (Optional).

Council has the option to delay or deny one or both of these easement requests.

Comprehensive Plan & Priority Alignment.

Obtaining access easements to maintain critical Town infrastructure that exists on private properties supports Comprehensive Plan Common Value 3 (Quality of Life), Section 8. Quality Community Service Provision: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner. Simply put, the Town requires access to maintain our infrastructure in order to effectively provide the core service of sanitary sewer conveyance.

Fiscal Impact.

The Town has offered each owner \$13,240.21 for the perpetual easement, a total cost of \$26,480.42 to the Town. This was based on an appraisal of the land area requested for the easement at current value. These easement costs will be paid out of Sewer Enterprise funds and are in addition to the approved budget available for the sewer infrastructure project. The Sewer Enterprise is healthy and able to accommodate these additional funds.

Staff Impact.

Sewer easements require approximately 40 hours total of Town Legal, Public Works, and Engineering staff time to process.

Attachments or Links.

545 Cache Creek Drive Sanitary Sewer Easement Agreement and associated Exhibits
555 Cache Creek Drive Sanitary Sewer Easement Agreement and associated Exhibits

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the perpetual Sanitary Sewer Easements with two property owners: David L. Vandenberg at 545 Cache Creek Drive and Moonrise Investments LLC at 555 Cache Creek Drive and upon approval by the Town Attorney and Town Engineer authorize the Mayor to execute all necessary agreements, and include this payment in the next budget amendment for FY21.

**TOWN OF JACKSON
SANITARY SEWER EASEMENT AGREEMENT**

This Sanitary Sewer Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 20 ____ ("**Effective Date**") by and between DAVID L. VANDENBERG, an individual man, of P.O. Box 4061, Jackson, Wyoming 83001 ("**Grantor**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 545 Cache Creek Drive.

Legal Description: Lot 18, Block 6, of John D. Hall No. 2 Addition to the Town of Jackson according to that plat recorded in the office of the Teton County Clerk on July 8, 1948 as Plat Number 135.

PIDN: 22-41-16-34-1-30-012 ("**Grantor's Property**");

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure (collectively "**Town's Sanitary Sewer System**");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on **Exhibit A and as shown on Exhibit B** ("**Easement Area**"), which easement encumbers the easterly 10-foot strip of the Grantor's Property, approximately 0.034 acres, attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee acknowledges that there are two existing structures that encroach into the Easement Area, consisting of a structure to the north that encroaches approximately 5.5 feet by 25.0 feet, plus a roof overhang, and a deck to the south that encroaches approximately 8.5 feet by 20.0 feet, all as described on **Exhibit A and as shown on Exhibit B**, (together "**Existing Encroachments**").

WHEREAS, Grantee desires to use the *Easement Area*, for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of Town's Sanitary Sewer System and intends to connect the Grantor's Property to said System;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for the following purposes: (i) constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the Town's Sanitary Sewer System, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes; and (ii) grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement Area ("**Easement Purpose**"). Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Area for the Easement Purpose.

Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing Town's Sanitary

Sewer System; the right to prevent possible interference with the operation of Town's Sanitary Sewer System and to remove possible hazards thereto and the right to prevent the construction within the Easement Area of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of Town's Sanitary Sewer System and the appurtenances, facilities, equipment and attachments thereto.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Easement Area in a way that would impair the rights of Grantor or others.
3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Area which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the Town's Sanitary Sewer System described herein or the exercise of Grantee's rights hereunder.

Notwithstanding the foregoing, Grantor shall be entitled to maintain, repair, and replace the Existing Encroachments, but may not increase the size of the Existing Encroachments nor add any further decks that encroach into the Easement Area.

4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) days' advance written notice of its intent to exercise its right under this Agreement for planned construction, repair, maintenance, and replacement of the Town's Sanitary Sewer System, and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible.
5. Restoration. Grantee agrees to see that the surface of the Easement Area, where disturbed by Grantee's work, is restored to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, excluding trees and structures that were removed as a result of such work.
6. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any damage to the Easement Area, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
8. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
11. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
12. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.
13. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

David L. Vandenberg

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by David L. Vandenberg.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Sandra P. Birdyshaw
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2021 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION
LOT 18**

A 10-foot-wide sewer easement being located within Lot 18, Block 6, of John D. Hall Plat No. 2, Plat No. 135, and within the SW 1/4 NE 1/4, Section 34, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, records of the Office of the Clerk of Teton County and more particularly described as follows:

Being the easterly 10 feet of Said Lot 18 and subject to two encroachments into Said easement as described below.

Said Sewer Easement Containing 0.034 acres more or less, and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Encroachment One for a portion of an existing house being described as follows:
Beginning at a point being S11°23'33"W, a distance of 50.43 feet from the northeast corner of Said Lot 18,
Thence S89°36'04"E, a distance of 5.37 feet;
Thence S00°23'56"W, a distance of 24.36 feet;
Thence N89°36'04"W, a distance of 5.18 feet;
Thence N00°02'38"W, a distance of 24.36 feet to the Point of Beginning;

Said Encroachment One Containing 128 square feet more or less, and is subject to easements, rights-of-way, reservation, and restrictions, of sight and/or of record.

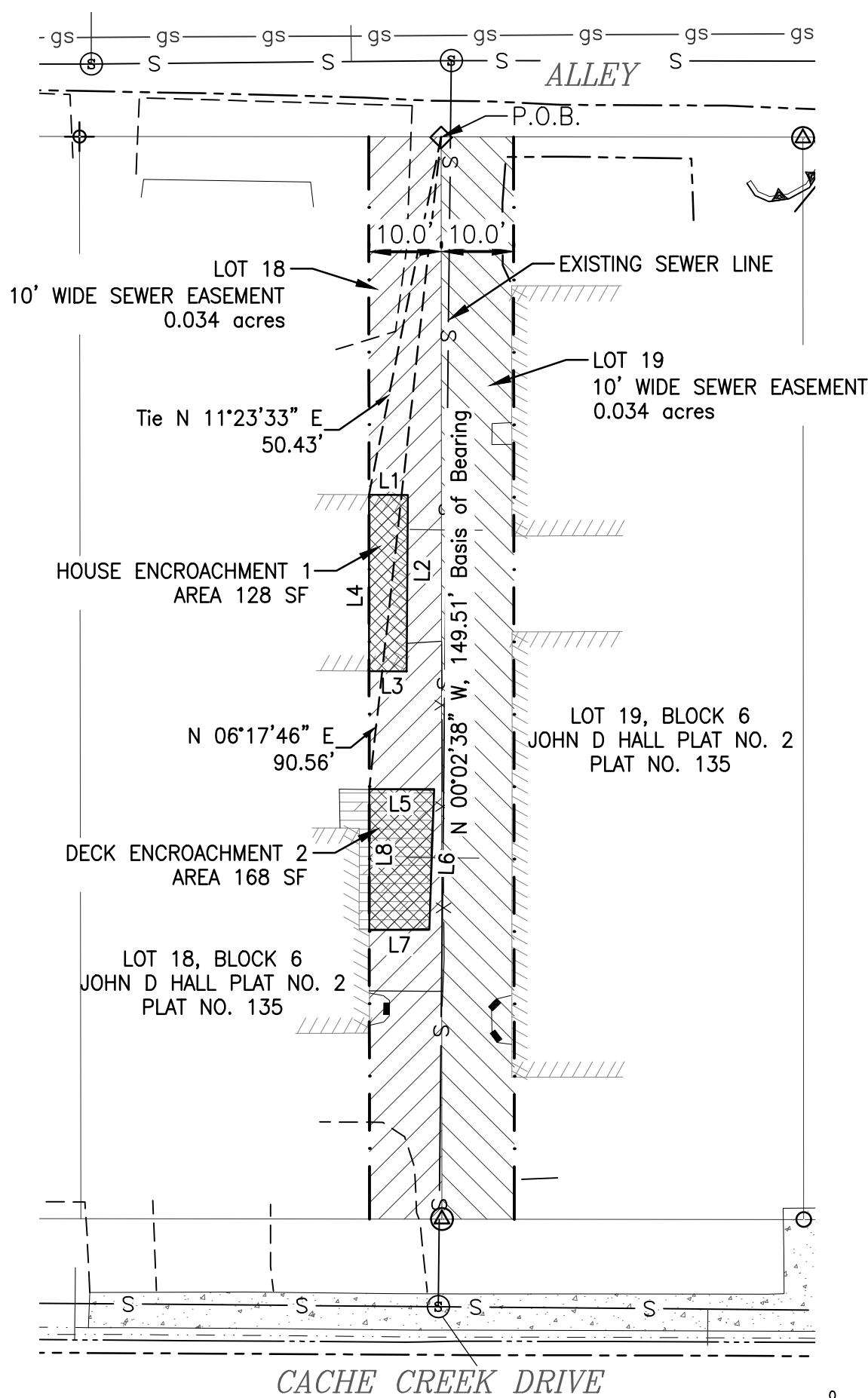
Encroachment Two for an existing deck being described as follows:
Beginning at a point being S06°17'46"W, a distance of 90.56 feet from the northeast corner of Said Lot 18,
Thence N89°57'22"E, a distance of 8.99 feet;
Thence S01°59'00"W, a distance of 19.47 feet;
Thence S89°48'57"W, a distance of 8.30 feet;
Thence N00°02'38"W, a distance of 19.48 feet to the Point of Beginning

Said Encroachment Two Containing 168 square feet more or less, and is subject to easements, rights-of-way, reservation, and restrictions, of sight and/or of record.

Basis of bearing is N00°02'38"W along the east line of Said Lot 18.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 20-354-01
January 15, 2021

EXHIBIT B



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°36'04"E	5.37
L2	S00°23'56"W	24.36
L3	N89°36'04"W	5.18
L4	N00°02'38"W	24.36

LINE TABLE		
LINE #	BEARING	DISTANCE
L5	N89°57'22"E	8.99
L6	S01°59'00"W	19.47
L7	S89°48'57"W	8.30
L8	N00°02'38"W	19.48

Lot 18 and Lot 19
 Block 6, John D. Hall Plat No. 2
 Plat 135
 within SW1/4 NE1/4
 Section 34, T41N, R116W
 Town of Jackson,
 Teton County, WY

DRAWING NO 2 of 2	DRAWING TITLE SEWER EASEMENT 545 & 555 CACHE CREEK DRIVE	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	11/18/20
			ENGINEERED	
DRAWN			SK	
CHECKED			LR	
JOB NO 20-354-01			APPROVED	LR

TOWN OF JACKSON
SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between Moonrise Investments, a Wyoming Limited Liability Corporation, of P.O. Box 1045, Jackson, Wyoming 83001 ("**Grantor**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 555 Cache Creek Drive.

Legal Description: Lot 19, Block 6, of John D. Hall No. 2 Addition to the Town of Jackson according to that plat recorded in the office of the Teton County Clerk on July 8, 1948 as Plat Number 135.

PIDN: 22-41-16-34-1-30-013 ("**Grantor's Property**");

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure (collectively "**Town's Sanitary Sewer System**");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on **Exhibit A and as shown on Exhibit B ("**Easement Area**")**, which easement encumbers the westerly 10-foot strip of the Grantor's Property, approximately 0.034 acres, all as depicted on Exhibit A attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Easement Area, for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of Town's Sanitary Sewer System and intends to connect the Grantor's Property to said System;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for the following purposes: (i) constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the Town's Sanitary Sewer System, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes; and (ii) grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement Area ("**Easement Purpose**"). Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Area for the Easement Purpose.

Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing Town's Sanitary Sewer System; the right to prevent possible interference with the operation of Town's Sanitary Sewer System and to remove possible hazards thereto and the right to prevent the construction within the Easement Area of any building, structure or other obstruction or encroachment which may endanger

or interfere with the efficiency, safety and convenient operation of Town's Sanitary Sewer System and the appurtenances, facilities, equipment and attachments thereto.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Easement Area in a way that would impair the rights of Grantor or others.
3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Area which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the Town's Sanitary Sewer System described herein or the exercise of Grantee's rights hereunder.
4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) days' advance written notice of its intent to exercise its right under this Agreement for planned construction, repair, maintenance, and replacement of the Town's Sanitary Sewer System, and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible.
5. Restoration. Grantee agrees to see that the surface of the Easement Area, where disturbed by Grantee's work, is restored to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, excluding trees and structures that were removed as a result of such work.
6. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any damage to the Easement Area, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
8. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

11. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
12. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.
13. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

MOONRISE INVESTMENTS, LLC

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by (name) _____
_____ as (type of authority, e.g., officer, trustee, etc.) _____ of Moonrise
Investments, LLC.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Sandra P. Birdyshaw
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2021 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION
LOT 19

A 10-foot-wide sewer easement being located within Lot 19, Block 6, of John D. Hall Plat No. 2, Plat No. 135, and within the SW 1/4 NE 1/4, Section 34, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, records of the Office of the Clerk of Teton County and more particularly described as follows:

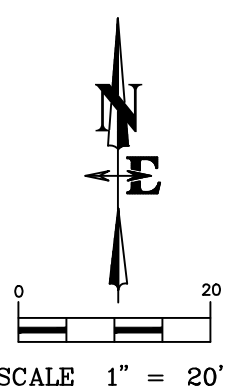
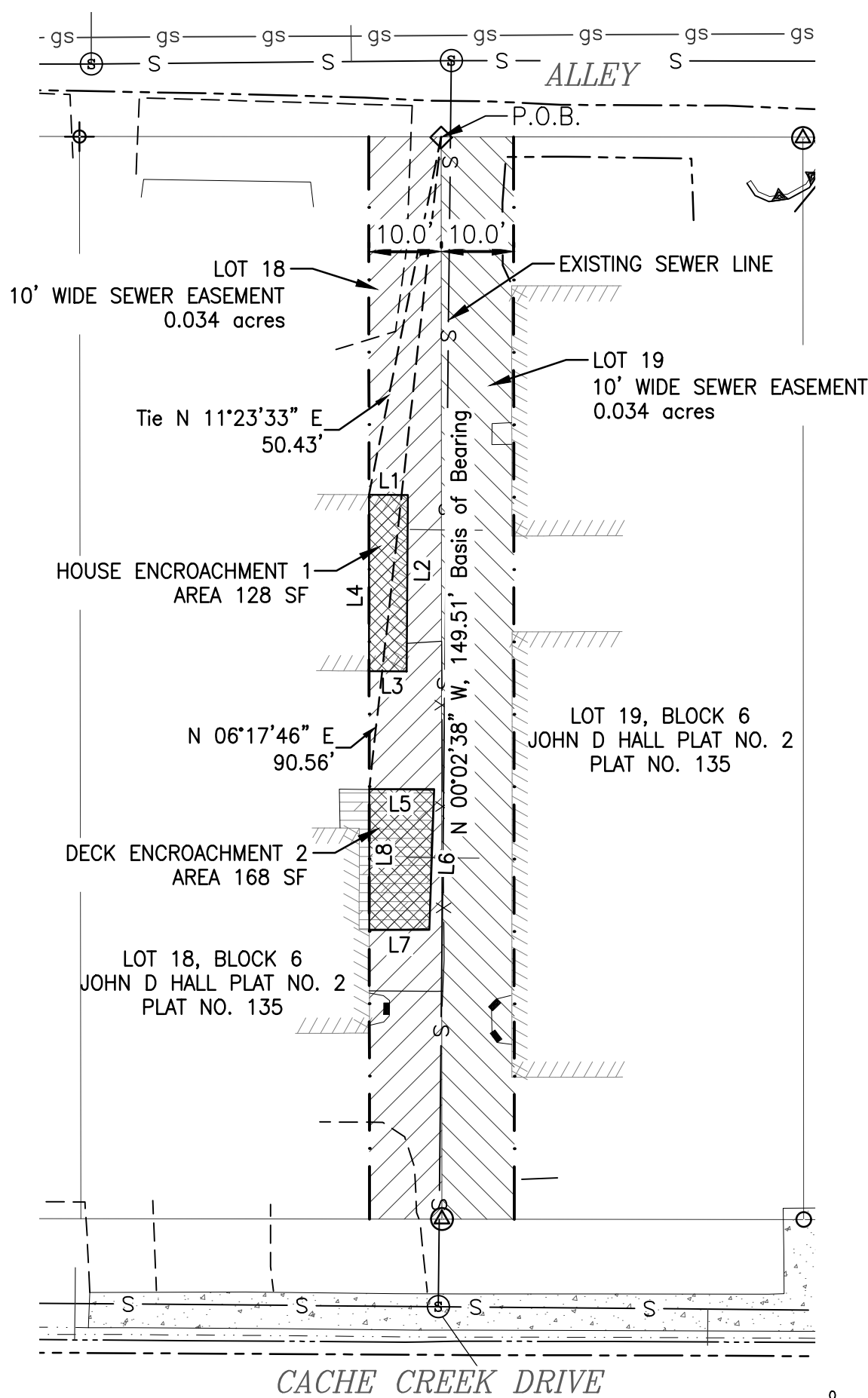
Being the westerly 10 feet of Said Lot 19.

Containing 0.034 acres more or less. and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Basis of bearing is N00°02'38"W along the west line of Said Lot 19.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 20-354-01
January 06, 2021

EXHIBIT B



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°36'04"E	5.37
L2	S00°23'56"W	24.36
L3	N89°36'04"W	5.18
L4	N00°02'38"W	24.36

LINE TABLE		
LINE #	BEARING	DISTANCE
L5	N89°57'22"E	8.99
L6	S01°59'00"W	19.47
L7	S89°48'57"W	8.30
L8	N00°02'38"W	19.48

Lot 18 and Lot 19
Block 6, John D. Hall Plat No. 2
Plat 135
within SW1/4 NE1/4
Section 34, T41N, R116W
Town of Jackson,
Teton County, WY

DRAWING NO 2 of 2	DRAWING TITLE SEWER EASEMENT 545 & 555 CACHE CREEK DRIVE	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	11/18/20
			ENGINEERED	
DRAWN			SK	
CHECKED			LR	
JOB NO 20-354-01			APPROVED	LR

STAFF REPORT



Meeting Date:	1 February 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	Sewer Easement – 650 S Glenwood	Public Comment:	

Purpose & Policy Considerations.

Town Council to consider obtaining an easement for Town sewer infrastructure and access at 650 S Glenwood St.

Requested Action.

Staff requests the Town Council provide approval for obtaining a sewer easement with Base Camp, LLC.

Recommendations.

Staff recommends the Town Council provide approval for obtaining a sewer easement with the property owner.

Background.

This property is located at the southern end of South Glenwood Street. The property owner plans to construct the South Glenwood Apartments to provide 20 rental units for long-term workforce housing. A development plan was approved in 2019 and a pre-application was approved in 2020. Lots 4, 5, 6, 7 on the southeastern end of the cul-de-sac were combined (three lot lines vacated) in March 2020 to accommodate this development.

An 8" Town sanitary sewer main exists along the southern edge of the property, encroaching approximately 7 feet onto the property.

Analysis.

The southern property boundary is adjacent to three other private properties with no existing easement accommodating the Town's infrastructure or access to maintain it. The Town seeks a 15' easement onto this property, and may seek to acquire a narrower easement width along the 3 adjacent properties in the future to provide the desired total width to accommodate any necessary future repair or replacement.

Obtaining owner agreement for this easement will ensure the final development plan and construction do not encumber the Town's ability to access this sewer line.

Alternatives (Optional).

Council has the option to delay or deny this easement request.

Comprehensive Plan & Priority Alignment.

Obtaining access easements to maintain critical Town infrastructure that exists on private properties supports Comprehensive Plan Common Value 3 (Quality of Life), Section 8. Quality Community Service Provision: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner. Simply put, the Town requires access to maintain our infrastructure in order to effectively provide the core service of sanitary sewer conveyance.

Fiscal Impact.

This easement is part of the project development approval and does not impact Town finances.

Staff Impact.

Sewer easements require approximately 40 hours total of Town Legal, Public Works, and Engineering staff time to process.

Attachments or Links.

Sanitary Sewer Easement Agreement and Exhibit A

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the perpetual Sanitary Sewer Easement with property-owner, Base Camp, LLC, and upon approval by the Town Attorney and Town Engineer authorize the Mayor to execute all necessary agreements.

TOWN OF JACKSON
SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between BASE CAMP, LLC, a Wyoming Limited Liability Corporation, of 2120 Carey Ave, Cheyenne, Wyoming 82001 ("**Grantor**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 650 S Glenwood Street.

Legal Description: Lots 4-5-6-7, Block 4, of Karns 2nd Addition to the Town of Jackson according to that plat recorded in the office of the Teton County Clerk on March 13, 1939 as Plat Number 128, and amended without re-plat recorded on xx(date) as Lot 7A.

PIDN: 22-41-16-33-1-72-001 ("**Grantor's Property**");

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure (collectively "**Town's Sanitary Sewer System**");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on **Exhibit A** ("**Easement Area**"), which easement encumbers the southerly 15-foot strip of the Grantor's Property, approximately 0.048 acres, all as depicted on Exhibit A attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Easement Area, for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of Town's Sanitary Sewer System and intends to connect the Grantor's Property to said System;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for the following purposes: (i) constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the Town's Sanitary Sewer System, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes; and (ii) grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement Area ("**Easement Purpose**"). Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Area for the Easement Purpose.

Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing Town's Sanitary Sewer System; the right to prevent possible interference with the operation of Town's Sanitary Sewer System and to remove possible hazards thereto and the right to prevent the construction within the Easement Area of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of Town's Sanitary Sewer System and the appurtenances, facilities, equipment and attachments thereto.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Easement Area in a way that would impair the rights of Grantor or others.
3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Area which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the Town's Sanitary Sewer System described herein or the exercise of Grantee's rights hereunder.
4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) days' advance written notice of its intent to exercise its right under this Agreement for planned construction, repair, maintenance, and replacement of the Town's Sanitary Sewer System, and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible.
5. Restoration. Grantee agrees to see that the surface of the Easement Area, where disturbed by Grantee's work, is restored to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, excluding trees and structures that were removed as a result of such work.
6. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any damage to the Easement Area, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
8. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
11. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

12. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.
13. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

BASE CAMP, LLC

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____,
2021 by (name) _____ as (type of authority, e.g., officer, trustee, etc.) _____ of Base
Camp, LLC.

Notary Public
My Commission Expires:

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Sandra P. Birdyshaw
Its: Town Clerk

STATE OF Wyoming)
)ss
COUNTY OF Teton)

This instrument was acknowledged before me on _____, 2021 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires:

Teton County Wyoming MapServer

A fifteen foot (15.00') wide sanitary sewer easement within the property that is PT SE1/4NE1/4, SEC 33, Township 41, Range 116 West, 6th P.M. Town of Jackson, Teton County Wyoming, with a street address of 650 South Glenwood Street, more particularly described as follows:

THE SOUTHERLY 15.00 OF LOT 7, 2nd KARNs ADDITION TO THE TOWN OF JACKSON, PLAT 128.



Teton County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

printed 1/26/2021

**EXHIBIT A
TO A SEWER
EASEMENT
Page 1 of 1**

STAFF REPORT



Meeting Date:	1 February 20021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	Capital Construction Contract: Cache Creek Sewer Replacement (Project 20-19)	Public Comment:	

Purpose & Policy Considerations.

Town Council award of construction contract to Westwood Curtis Construction

Requested Action.

Approve the construction contract with Westwood Curtis Construction.

Recommendations.

Approve the construction contract.

Background.

Staff seeks Council approval for the award of a contract for construction services relating to the Cache Creek Sewer project. The Project consists of installation of approximately 1,160 linear feet of sanitary sewer mainlines, 8 sewer structures, asphalt, concrete, and vegetative surface restoration, and all other incidentals required to complete the installation of the sewer in the vicinity of Cache Creek Drive and Redmond Street in Jackson, Wyoming.

The intent of the project is to upgrade the aging sanitary sewer collection mains from vitrified clay tile to PVC pipe. A portion of the project, approximately 180 linear feet, will utilize trenchless construction method. This segment is between Cache Creek Drive to the south and the alley to the north. Two easements are required for this segment (at 545 and 555 Cache Creek Dr), which are presented as a separate agenda item at this same Council meeting. The project construction schedule generally runs from April through October 2021, starting in FY21 with the majority of the work being done in FY21. Construction staging for the project will be located in public right-of-way on the south side of Cache Creek Drive and west side of Redmond Street. Traffic control will be coordinated with START, Fire/EMS, and PD.

Analysis.

The project was advertised in the JH News and Guide for two weeks beginning Tuesday, January 12, 2021. The Town opened construction Bids for the project on January 21, 2021. Nelson Engineering provided an engineer's estimate of \$750,000. Six (6) bids were received:

1. Westwood Curtis Construction \$614,550
2. MD Nursery Construction \$696,554
3. Avail Valley Construction \$725,600
4. Knife River Construction \$749,305
5. Oftedal Construction \$783,290
6. Evans Construction \$899,790

Westwood Curtis Construction was the lowest responsive bidder.

Alternatives (Optional).

Council may instead reject all bids for this phase of the project and direct staff to re-bid at a later date.

Comprehensive Plan & Priority Alignment.

Maintaining critical Town infrastructure supports Comprehensive Plan Common Value 3 (Quality of Life):

Section 8. Quality Community Service Provision: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery.

Fiscal Impact.

This project is included in the adopted FY21 capital budget and is fully funded by the Sewer Enterprise.

Staff Impact.

Construction phase coordination between the Contractor and Town Engineering staff will be necessary. It is estimated that 5-10 hours per week of public works staff time shall be required if staff is directed to award the contract and proceed with construction as proposed. Long term maintenance is already part of the current workload for regular inspections and cleaning of the sewer main, performed by Town of Jackson staff or by a contractor (~5 hours/year).

Attachments or Links.

none

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the award of the contract for the Cache Creek Sewer Project (ToJ Project 20-19) to Westwood Curtis Construction in the amount of \$614,550, authorizing funding for construction and construction administration for the project, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contracts.

STAFF REPORT



Meeting Date:	2/1/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Application to Transfer Liquor License – BL Restaurant LLC <i>dba</i> The Blue Lion	Public Comment:	Yes, public hearing for protests

Purpose & Policy Considerations.

Consideration of an application to transfer the ownership of a restaurant liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council may act on the application.

Requested Action.

To consider statutory findings for the transfer of ownership of a restaurant liquor license.

Recommendations.

Staff makes no recommendation on whether to approve or deny the transfer application.

Background.

On January 14, the Town Clerk received an application to transfer the ownership of a restaurant liquor license held by The Blue Lion Inc. to BL Restaurant LLC. Mr. Ned Brown has retired after forty-two years and is selling the property to BL Restaurant LLC. The 'doing business' name will remain The Blue Lion. The new owner plans to keep the restaurant operations the same for the foreseeable future.

The application was distributed according to Town procedure to Town and joint departments for review and comment. The Wyoming Liquor Division has certified the application complete.

If this transfer application is approved, which only goes through March 31, 2021, a renewal application will be included with the annual renewals heard on February 16, 2021.

Analysis.

The Town Council should consider the following from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the transfer of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Alternatives (Optional).

Deny the application.

Postpone action to the next regular meeting.

Comprehensive Plan & Priority Alignment.

This application was processed according to Title 12 of the state statutes. As related to the Comprehensive Plan Policy 8.1.a., the delivery of quality levels of service to the community and the decisions related to annual liquor licenses have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

Fiscal Impact.

Upon approval, the transfer fee of \$100 will be deposited into the Town's general fund. The license will also generate an undetermined amount of sales tax revenue. The annual renewal for this liquor license is \$1,500 and will be deposited upon that approval in February 2021.

Staff Impact.

Staff impact includes approximately 4 hours to review and working closely with the applicant to complete the application package, working with the Wyoming Liquor Division, communicating, and working with departments during review, providing a complete staff report, presenting to Council, and if approved, printing and issuing the license. If approved, this license would be included in the Police Department's compliance visits.

Attachments or Links.

Transfer Application

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, I move to approve the transfer and issuance of a restaurant liquor license to BL Restaurant LLC *dba* The Blue Lion for the license year ending March 31, 2021, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the condition of approval has been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

- 1) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

NEW or TRANSFER
LIQUOR LICENSE or
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by Town Clerk

License Fees	Annual Fee: \$	Local License #	202
# mths	Prorated Fee: \$	Date filed with clerk:	1/16/2021
	Transfer Fee: \$	Advertising Dates: (2 Weeks)	1/20 & 1/27
	Publishing Fee: \$	Hearing Date:	2 / 1 / 2021
License Term:	2 / 1 / 2021	through	3 / 31 / 2021
	Month Day Year		Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: BL Restaurant, LLC

Trade/Business Name (dba): The Blue Lion

Building to be licensed/Building Address: 160 N MILLWARD
Number & Street

JACKSON WY 83001 TETON
City State Zip County

Mailing Address: PO Box 7391 Jackson WY 83001
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 733-3912 Fax Number: ()

E-Mail Address: nicole@berg.co

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
N 1/2 OF LOT 16, LOT 17, BLOCK 7, ORIGINAL TOWNSITE ZONED: UC

FILING FOR

- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION

☒ TRANSFER OWNERSHIP

FORMERLY HELD BY: THE BLUE LION INC

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: JACKSON
- ☐ COUNTY OF: _____

☐ ASSIGNMENT LETTER ATTACHED

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: WHEN DO YOU OPERATE?

- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED

If not full time, specify:

Months of Operation

from _____ to _____

Days of Week (e.g. Mon through Saturday)

from _____ to _____

Hours of Operation (e.g. 10am to 2am)

from 530p to 10p

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building?

☒ YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)

☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) Lease expiration date _____, located on page _____ paragraph _____ of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip DO NOT LIST PO BOX	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip DO NOT LIST PO BOX	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Joe Rice				0	50	YES ☐ NO ☒	YES ☐ NO ☒
Nicole + Tyler Dams				0	24	YES ☐ NO ☒	YES ☐ NO ☒
Brooke Rice				0	10	YES ☐ NO ☒	YES ☐ NO ☒
Ellie + Blake Woodfin				0	10	YES ☐ NO ☒	YES ☐ NO ☒
					94%	YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 5' x 7' room in westportion of building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☒ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

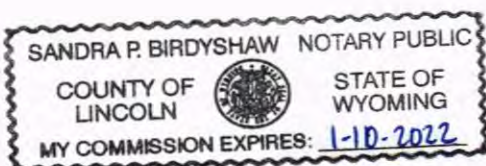
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 14 day of January, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Nicole Davis</u> (Printed Name)	<u>owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



(SEAL)

Sandra Birdyshaw
Signature of Notary Public

My commission expires: 1-10-2022

Town of Jackson

Sandy Birdyshaw

This letter is to state that the Blue Lion Inc., dba, The Blue Lion Restaurant, would like to transfer, assign, its liquor license to BL restaurant LLC.

Ned Brown

President





January 12th, 2021

RE: BL RESTAURANT LLC & JJB, LLC

CC: NICOLE DAVIS, JOSEPH M. RICE JR.

To whom it may concern:

This letter is to verify that JJB, LLC and BL Restaurant, LLC are customers of Bank of Jackson Hole with new accounts approved and in processing of opening, with all information and due diligence currently in good standing, and whose principals also maintain business and personal accounts in good standing at the bank. If you are in need of more information, please do not hesitate to contact me. Please see my contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read "ME" or "MO", written over a horizontal line.

Matthew L. Oldham
Vice President
Bank of Jackson Hole
990 W. Broadway
PO Box 7000
Jackson WY 83002-7000
Direct Line: (307) 732-3086

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 5671

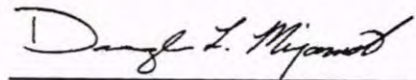
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

BLUE LION
PO BOX 1128
JACKSON, WY 83001

EXPIRATION DATE:
6/30/2021

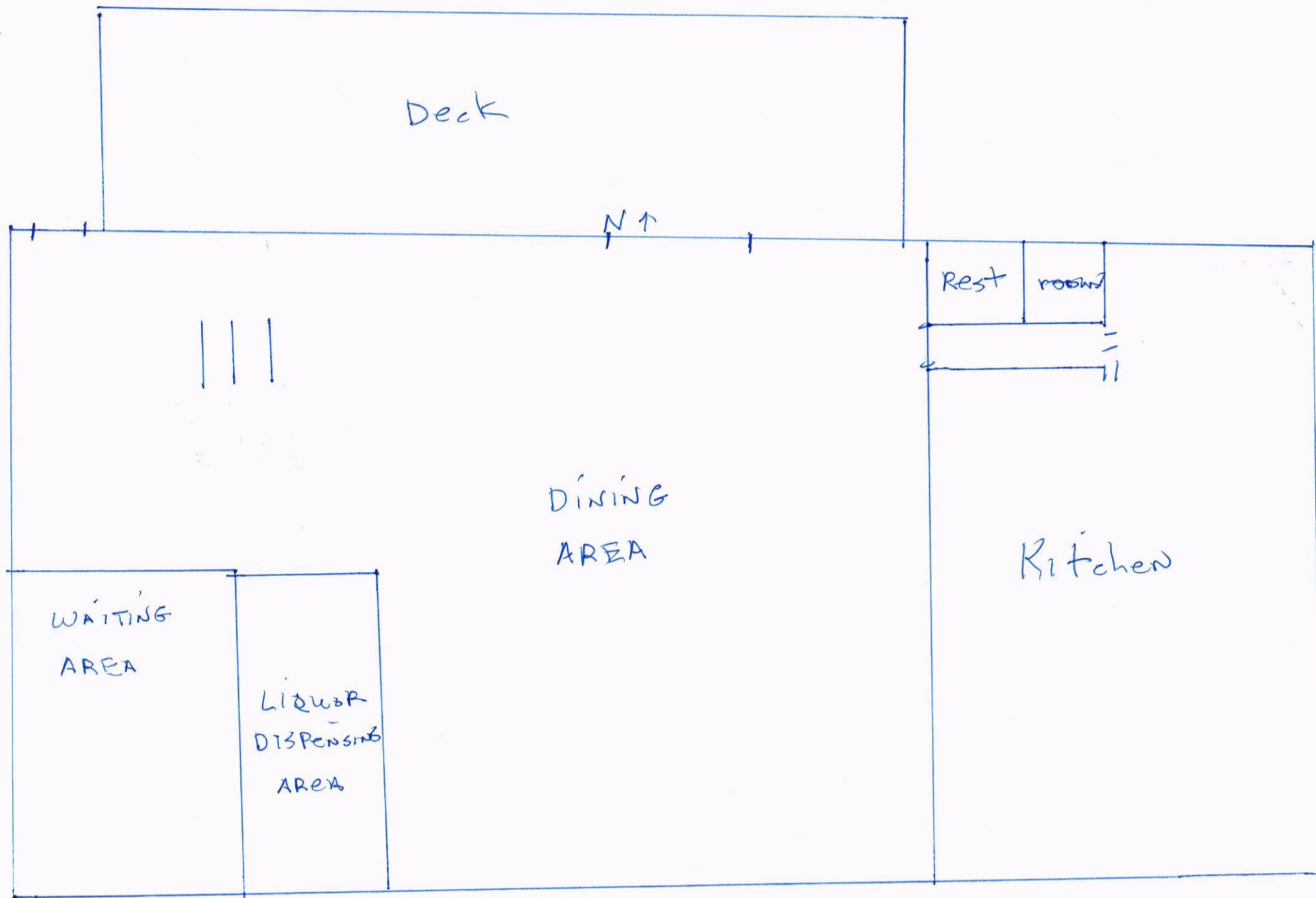
BLUE LION
BLUE LION
PO BOX 1128
JACKSON, WY 83001



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**

THE BLUE LION





Menu

STARTERS

Santa Fe Duck Cakes

ground duck, red pepper, and onion combined with southwestern herbs and spices, rolled in bread crumbs and sautéed until golden brown, served with chipotle aloli 13.00 *

Grilled Wasabi Elk Filet

elk shoulder tenderloin marinated with a spicy garlic and herb Asian marinade, grilled rare, served sliced with seaweed salad and finished with wasabi vinaigrette 16.00 GF

Stuffed Mushrooms

mushroom caps baked with a cream cheese, crab and courvoisier stuffing 13.00

Baked Brie en Croute

French brie wrapped in a flaky puff pastry with caramelized onions and baked until golden brown, served with house made raspberry sauce 13.00 V

French Onion Soup

our secret recipe topped with toasted baguette & melted cheeses 8.00 GF*

Caesar Salad

fresh romaine lettuce tossed with asiago cheese in our famous homemade caesar dressing 9.00 or in place of dinner salad 5.00 GF*

SEAFOOD

Sauteed Huckleberry Scallops

4 large, fresh, wild caught George's Bank scallops sauteed to perfection in garlic butter and drizzled with a house made balsamic gastrique and huckleberries 48.00 GF

Sesame Encrusted Ahi Tuna

Pan seared Ahi Tuna, served rare with jasmine rice, seaweed salad, and house teriyaki sauce 36.00* GF

Lemon Parsley Trout

fresh Idaho rainbow trout pan seared with house recipe lemon parsley oil and finished with fresh lemon 32.00 GF

Maple Dill Glazed Salmon

Fresh Skuna Bay salmon pan seared, topped with house prepared pure maple syrup and lemon dill glaze 36.00 GF

Salt and Vinegar Halibut

Fresh wild caught Alaskan halibut encrusted in salt and vinegar potato chips, pan fried to perfection and served with a house made tartar sauce 42.00 GF

High Country Gumbo

Our house take on a Cajun country classic includes andouille sausage, Alaskan halibut, shrimp, scallops, salmon, tomatoes and okra, served with jasmine rice 38.00 GF

Seafood from the Grill GF

Choice of sauce preparations: sun dried tomato-basil caper butter or blackened with a house Cajun blend

Idaho Rainbow Trout 32.00

Ahi Tuna 34.00

Skuna Bay Salmon 34.00

Alaskan Halibut 40.00

MEAT ENTREES

Roast Rack of Lamb

New Zealand lamb rubbed with dijon mustard, seasoned with bread crumbs and baked, served sliced with a peppercorn-rosemary cream sauce and jalapeño mint sauce, half rack 34.00 full rack 48.00 GF*

Beef Tenderloin au Bleu

7 oz D'artagnan beef tenderloin medallions, finished with a crab, artichoke heart and brandy bleu cheese cream sauce 44.00 GF*

Buffalo Tenderloin with Huckleberries

7 oz locally sourced buffalo tenderloin seasoned with spices and grilled to temperature, finished with a local wild huckleberry sauce 46.00 GF grilled plain 44.00 GF

Buffalo de Burgo

7 oz locally sourced buffalo tenderloin medallions sautéed to perfection and served with a white wine and butter garlic cream sauce 46.00 GF

Grilled Elk Tenderloin

6 oz elk tenderloin, grilled to temperature and served sliced with a wild mushroom port sauce 43.00 GF

Truffle Butter Beef Tenderloin

7 oz D'artagnan beef tenderloin, grilled to temperature and topped with house made compound truffle butter 48.00 GF grilled plain 42.00 GF

POULTRY, PASTA, and VEGETARIAN ENTREES

Chicken Frangelico

Red Bird Farms chicken breast encrusted with toasted hazelnuts, sautéed and topped with a frangelico-mandarin orange sauce 26.00

Marsala Florentine

Cremini mushrooms, spinach, and linguini sautéed with garlic, shallot, and fresh herbs in a creamy house marsala sauce 28.00 V
add Red Bird Farms chicken breast 8.00

Lobster and Shrimp Scampi

Fresh shrimp and lobster claw meat in a lemon herb cream sauce, sautéed with white wine and garlic, tossed with linguini and topped with asiago 38.00 GF*



Plan of Operation

Liquor License Application
Type:

Applicant: BL Restaurant

DBA: The Blue Lion

Describe how the premises will be operated? *include nature of business (restaurant, bar, package store), any regular events or special events*

Restaurant, no outside events

What type of alcoholic beverages will be available to customers?

beer, wine, liquor

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

Customer will order a drink from a server.
Server will ring in and bartender will pour/
make drink in dispensing room. Server will
then bring drink to customer.

What is the official building capacity? 100

Do you plan to serve alcohol outside on a deck or patio? Yes

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress:

Deck attached to restaurant, on north
side.

What is your plan to keep customers from leaving with open alcohol containers?

Communicate that isn't allowed. Train staff
to keep an eye that it doesn't happen.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Nicole Davis	Regional President	nicole@berg.co
2)	Tracey Ivaleman	Ops. Director	tracey@berg.co
3)			

Completed by: Nicole Davis Date: 1/13/2021

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Nicole First Name Lee Full Middle Name Davis Last Name

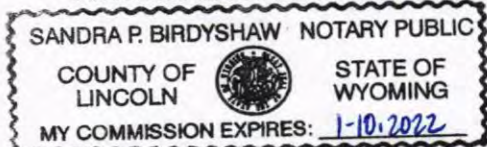
Date of Birth: [REDACTED] Driver License: [REDACTED] State / Number

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 14th day of January, 2021.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

STAFF REPORT



MEETING DATE & TITLE: February 1, 2021

SUBMITTING DEPARTMENT: Planning

PRESENTER: Paul Anthony

AGENDA ITEM: P20-166 Subdivision plat for a land division at 808 Upper Redmond Road in the Neighborhood Low Density – 1 (NL-1) zone.

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATIONS:

This is the Council's opportunity to review the Subdivision Plat for a 2-lot subdivision at 808 Upper Redmond Road. The applicant previously appeared before the Town Council on June 1st, 2020, and received approval of a Development Plan and Hillside Conditional Use Permit, Items P20-035 and P20-036.

REQUESTED ACTION:

The applicant, Mark Fellermann of Y2 Consultants, is representing the Thompson Family Trust, and requesting approval of a Subdivision Plat to subdivide 1 lot into 2 lots in the Neighborhood Low Density – 1 (NL-1) zoning district.

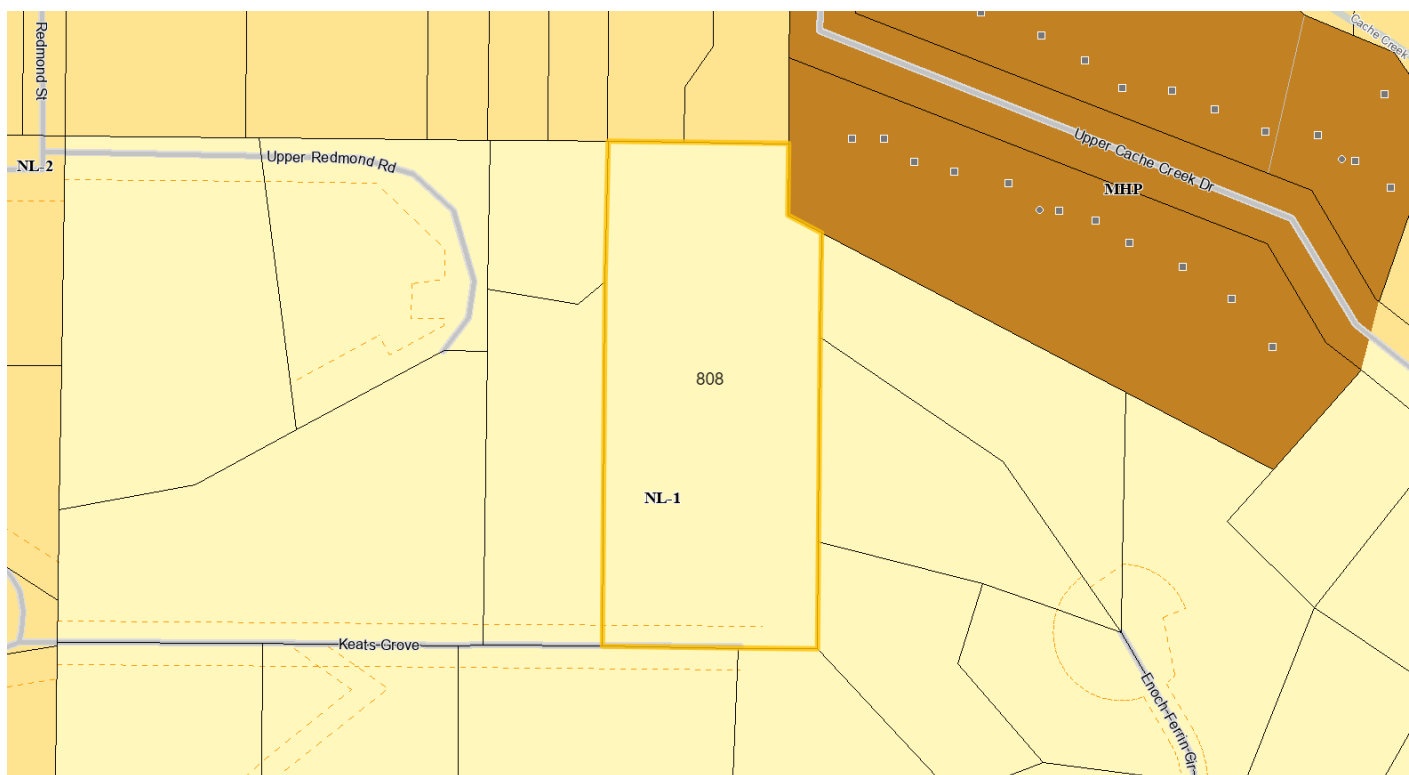
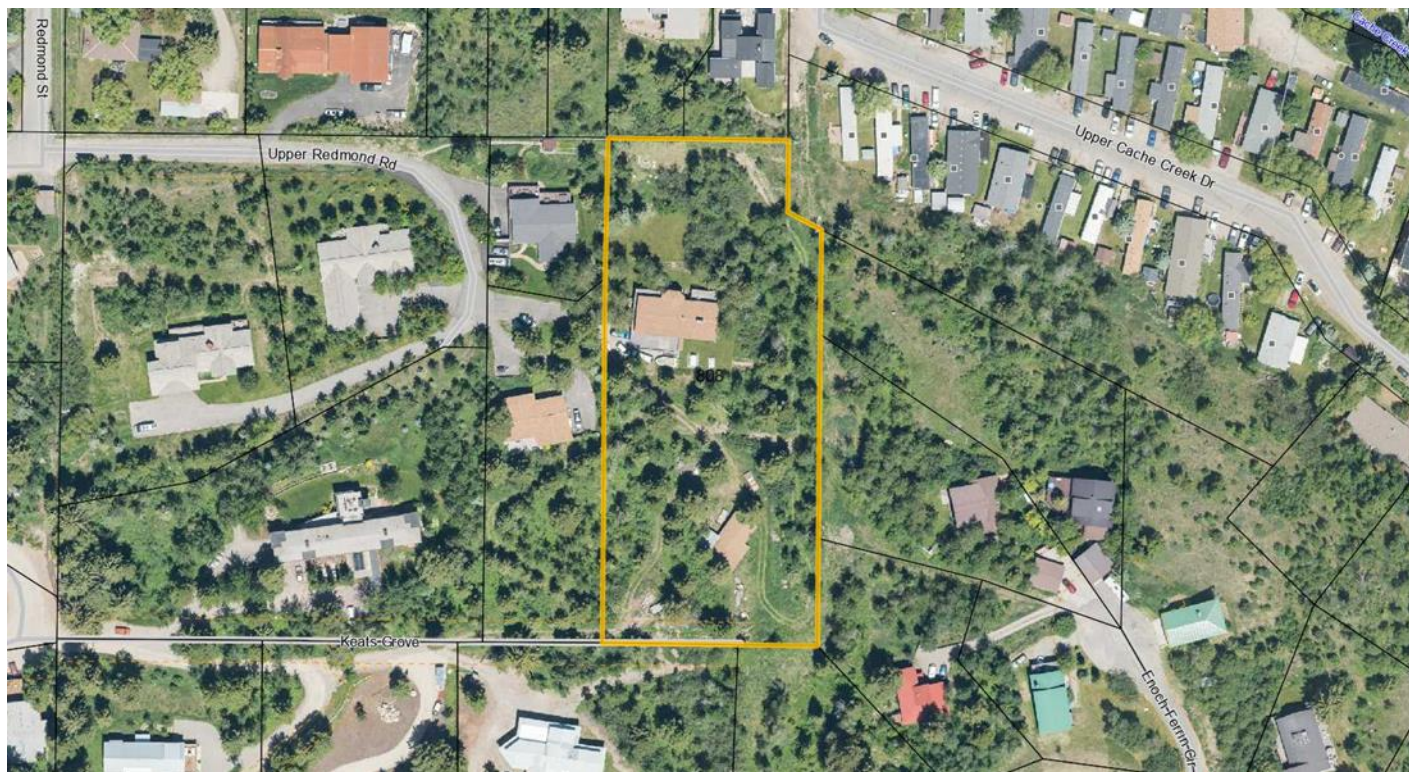
RECOMMENDATION:

The Planning Director recommends **approval** of a Subdivision Plat for a 2-lot subdivision for the property addressed at 808 Upper Redmond Road, subject to the departmental reviews attached hereto and following 2 conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Park and School Exactions shall be paid at the time of plat recording.

BACKGROUND/PROJECT DESCRIPTION:

Location: The property is located at 808 Upper Redmond Road and legally known PT. N1/2 SE1/4, SEC. 34, TWP. 41, RNG. 116 TRACT C-1, PT. TRACT C-2. An aerial photo and zoning map are shown on the following page:



Background: The subject property is a 2.04 acre (88,862.4 sf) lot within the Neighborhood Low Density – 1 (NL-1) zoning district. The surrounding zoning to the north is Neighborhood Low Density-2, Mobile Home Park (MHP) to the northeast, and NL-1 to the east south and west.

The applicant previously appeared before the Town Council on June 1st, 2020, and received approval of a Development Plan and Hillside Conditional Use Permit, Items P20-035 and P20-036 with the following condition of approval:

1. All required utility and access easements both within the proposed subdivision and for the benefit of the proposed subdivision, including across adjacent property such as 809 Upper Redmond Road, will be required concurrently with subdivision plat recordation.

Project Description: As shown on the proposed plat, the applicant proposes to subdivide the existing 2.04 acre lot into two lots. The proposed plat, in keeping with the approved development plan, shows two new lots of slightly over an acre apiece which meet the minimum lot size of 1 acre in the NL-1 zone. There are two existing structures on the lot: a 4,134 sf two story ranch home and a 1,600 sf shed. The existing single family home will remain on the northern lot (Lot 1) while the shed on the southern lot (Lot 2) is proposed to be removed from the property upon approval of the subdivision.

ANALYSIS:

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all past approvals and each lot meets the 1 acre minimum lot size for the NL-1 zoning district. In addition, the applicant has demonstrated compliance with the condition of approval requiring utility and access easements on the proposed plat. Park Exactions are calculated at \$2,700 and School Exactions are calculated at \$2,000 one newly created single family lot. Per the Land Development Regulations (LDRs), the plat shall be recorded within 60 days of approval.

ALTERNATIVES (Optional):

N/A

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. ***Approved Development Plan.*** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan and Hillside Conditional Use Permit (Items P20-035 and P20-036).

2. ***Complies with Section 8.5.3.*** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

3. ***Complies with Division 7.2.*** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. The proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. ***Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

FISCAL IMPACT:

Park Exactions - \$2,700
School Exactions - \$2,000

STAFF IMPACT:

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is typical of that of a subdivision plat and is 5 hours.

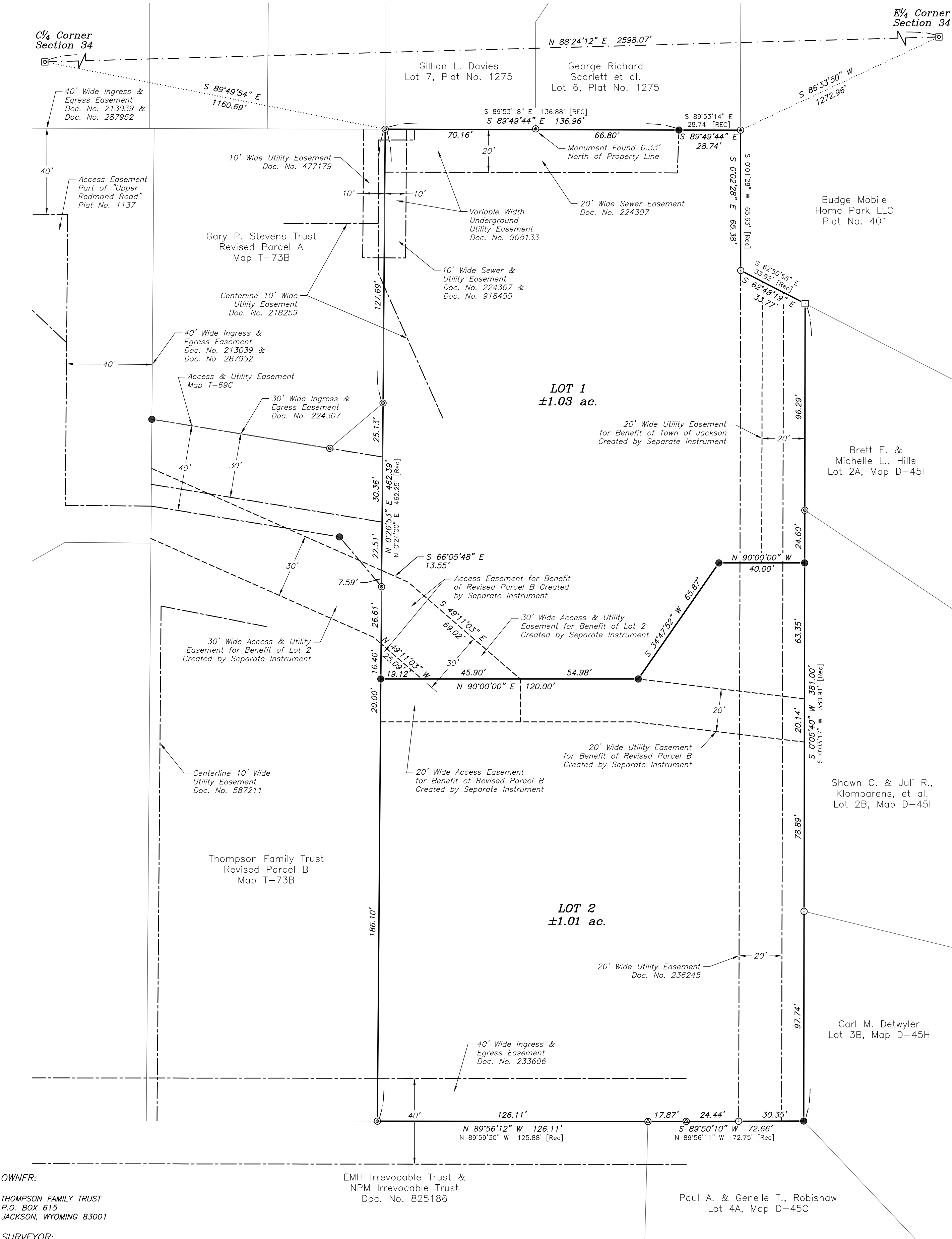
ATTACHMENTS OR LINKS:

Department Reviews
Applicant Submittal

SUGGESTED MOTION:

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-166, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to approve a Subdivision Plat for a 2-lot subdivision at the property addressed at 808 Upper Redmond Road subject to the departmental reviews attached hereto, this staff report dated February 1, 2021, and the following two conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Park and School Exactions shall be paid at the time of plat recording.



OWNER:
THOMPSON FAMILY TRUST
P.O. BOX 615
JACKSON, WYOMING 83001

SURVEYOR:
Y2 CONSULTANTS
180 SOUTH WILLOW ST.
P.O. BOX 2870
JACKSON, WYOMING 83001
PHONE: 307-733-2999

NUMBER OF LOTS: 2
AVERAGE ACREAGE/LOT: 1.02 ACRES
TOTAL PROJECT ACREAGE: 2.04 ACRES

PREPARATION DATE: JULY 8, 2020
FINAL REVISION DATE:

Project Number: 09107
Project Path: F:\2009\09107_Thompson\Survey\ACAD\09107_190801_PLAT.dwg
Drawn By: MWW
Reviewed By: MWW
Drawing Date: July 8, 2020
Revision Date: January 25, 2021

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

AT THE TIME OF PLAT WATER AND SEWER SERVICES TO LOT 2 ARE NOT CONSTRUCTED.

PUBLIC MAINTENANCE OF REDMOND STREET AND SNOW KING DRIVE. NO PUBLIC MAINTENANCE OF UPPER REDMOND ROAD.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

CERTIFICATE OF OWNER

STATE OF WYOMING)
COUNTY OF TETON) ss

The undersigned owners and proprietors hereby certify that the foregoing subdivision of that parcel conveyed as Exhibit A in that Warranty Deed recorded as Document No. 918455 in the Office of the Clerk of Teton County, Wyoming, and lying within the NW1/4SE1/4 and the NE1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming is with their free consent and in accordance with their desires:

that the name of the subdivision shall be the THOMPSON ADDITION TO THE TOWN OF JACKSON;

that this subdivision contains two (2) lots, LOT 1 and LOT 2, as shown hereon;

that this subdivision is subject to the following easements as specifically limited, defined, and described in each easement document recorded contemporaneously with this plat, and as shown hereon for reference:

1. A 30' wide access and utility easement across Lot 1 for benefit of Lot 2;
2. A 20' wide underground utility easement across Lot 1 for benefit of Town of Jackson;
3. An access easement across Lot 1 for benefit of Revised Parcel B;
4. A 20' wide access easement across Lot 2 for benefit of Revised Parcel B;
5. A 20' wide underground utility easement across Lot 2 for benefit of Revised Parcel B;
6. A 30' wide access easement across Revised Parcel B for benefit of Lot 2

that this subdivision benefits from that 40' Wide Ingress and Egress Easement as described in Document No. 213039, Document No. 287952, and as shown on Plat No. 1137, recorded in said office;

that this subdivision is subject to the terms, conditions, and restrictions set forth in Document No. 213039, Document No. 353473, Document No. 353279, & Document No. 918455 recorded in said office;

that this subdivision is subject to that blanket Utility Easement granted to the Mountain States Telephone and Telegraph Company as described in Book 10 of Mixed Records Page 283 recorded in said Office;

that this subdivision is subject to that 20' wide Utility Easement as described in Document No. 236245 recorded in said Office;

that Lot 1 of this subdivision is subject to that 10' wide Utility Easement as described in Document No. 218259 recorded in Said Office;

that Lot 1 of this subdivision is subject to that 20' wide Sewer Easement as described in Document No. 224307 recorded in Said Office;

that Lot 1 of this subdivision is subject to that 10' wide Sewer and Utility Easement as described in Document No. 224307 and Document No. 918455 recorded in Said Office;

that Lot 1 of this subdivision is subject to that variable width Underground Utility Easement as described in Document No. 908133 recorded in Said Office;

that Lot 2 of this subdivision is subject to that 40' wide ingress and egress easement as described in Document No. 233606 recorded in said Office;

that access across all roads, driveways, and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances, and fire department vehicles;

that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of record including, but not limited to those shown hereon;

SIGNATURE BY SEPARATE AFFIDAVIT

Jett Theurer Thompson, Trustee
Thompson Family Trust

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF TETON) ss

I, Mark Fellermann, a Professional Land Surveyor of Jackson, Wyoming, hereby certify, to the best of my knowledge and belief:

that this plat was made from the notes of an actual survey conducted under my direction during April, May, and August of 2016, and from records on file with the Office of the Clerk of Teton County, Wyoming, and that it correctly represents the points and corners found at the time of said survey;

that this plat correctly represents the final plat of the THOMPSON ADDITION TO THE TOWN OF JACKSON within the NW1/4SE1/4 and the NE1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming;

that the foregoing THOMPSON ADDITION TO THE TOWN OF JACKSON is identical to that parcel conveyed as Exhibit A in that Warranty Deed recorded as Document No. 918455 in the Office of the Clerk of Teton County, Wyoming, being more particularly described as follows:

BEGINNING at a point on the north line of Tracts C-1 and C-2 as described in that Warranty Deed recorded as Document No. 213039 in said Office, said point lying S 1°41'08" W, 40.04 feet from the CE1/16 corner of said Section 34, and marked by an aluminum cap inscribed "PLS 16012" set this survey;

THENCE S 89°49'44" E, 28.74 feet, along said north line to a point of intersection with the west line of Plat No. 401, as marked by a brass cap inscribed "PLS 578" found this survey;

THENCE S 0°02'28" E, 65.38 feet, along said west line to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 62°48'19" E, 33.77 feet, to the northwest corner of Lot 2A as shown on Map D-45I recorded in said Office, and marked by a steel T-stake with a chrome cap inscribed "PE & LS 2612" found this survey;

THENCE S 0°05'40" W, 96.29 feet, along the west line of said Lot 2A to the northwest corner of Lot 2B as shown on said Map D-45I, and marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE S 0°05'40" W, 186.98 feet, along the west line of said Lot 2B to the northwest corner of Lot 3B as shown on Map D-45H recorded in said Office, and marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 0°05'40" W, 97.74 feet, along the west line of said Lot 3B to the northeast corner of Lot 4A as shown on Map D-45C recorded in said Office, and marked by an aluminum cap inscribed "PLS 16012" set this survey;

THENCE S 89°50'10" W, 30.35 feet, along the north line of said Lot 4A to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 89°50'10" W, 24.44 feet, continuing along said north line to a point marked by a brass cap inscribed "RLS 164" found this survey;

THENCE S 89°50'10" W, 17.87 feet, continuing along said north line to the northeast corner of that tract of land described in Document No. 825186 recorded in said Office, and marked by a brass cap inscribed "RLS 164" found this survey;

THENCE S 89°56'12" W, 126.11 feet, along the north line of said tract of land to a point marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE N 0°26'53" E, 249.11 feet, departing said north line and along the east line of Revised Parcel B as shown on Map T-73B recorded in said Office, to a point marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE N 0°26'53" E, 85.60 feet, continuing along said east line to the southeast corner of Revised Parcel A as shown on said Map T-73B, as marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE N 0°26'53" E, 127.69 feet, along the east line of said Revised Parcel A to the southwest corner of Lot 7 as shown on Plat No. 1275 recorded in said Office, as marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE S 89°49'44" E, 70.16 feet, along the south line of said Lot 7 to the southwest corner of Lot 6 as shown on said Plat No. 1275, and marked by an aluminum cap inscribed "PLS 6447" found this survey;

THENCE S 89°49'44" E, 66.80 feet, along the south line of said Lot 6 to the POINT OF BEGINNING.

Said parcel encompasses 2.04 acres, more or less.

The basis of bearings for this survey is assumed, resulting in a bearing of N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown hereon.

Mark Fellermann
Wyoming Professional Land Surveyor No. 16012

ACKNOWLEDGMENT

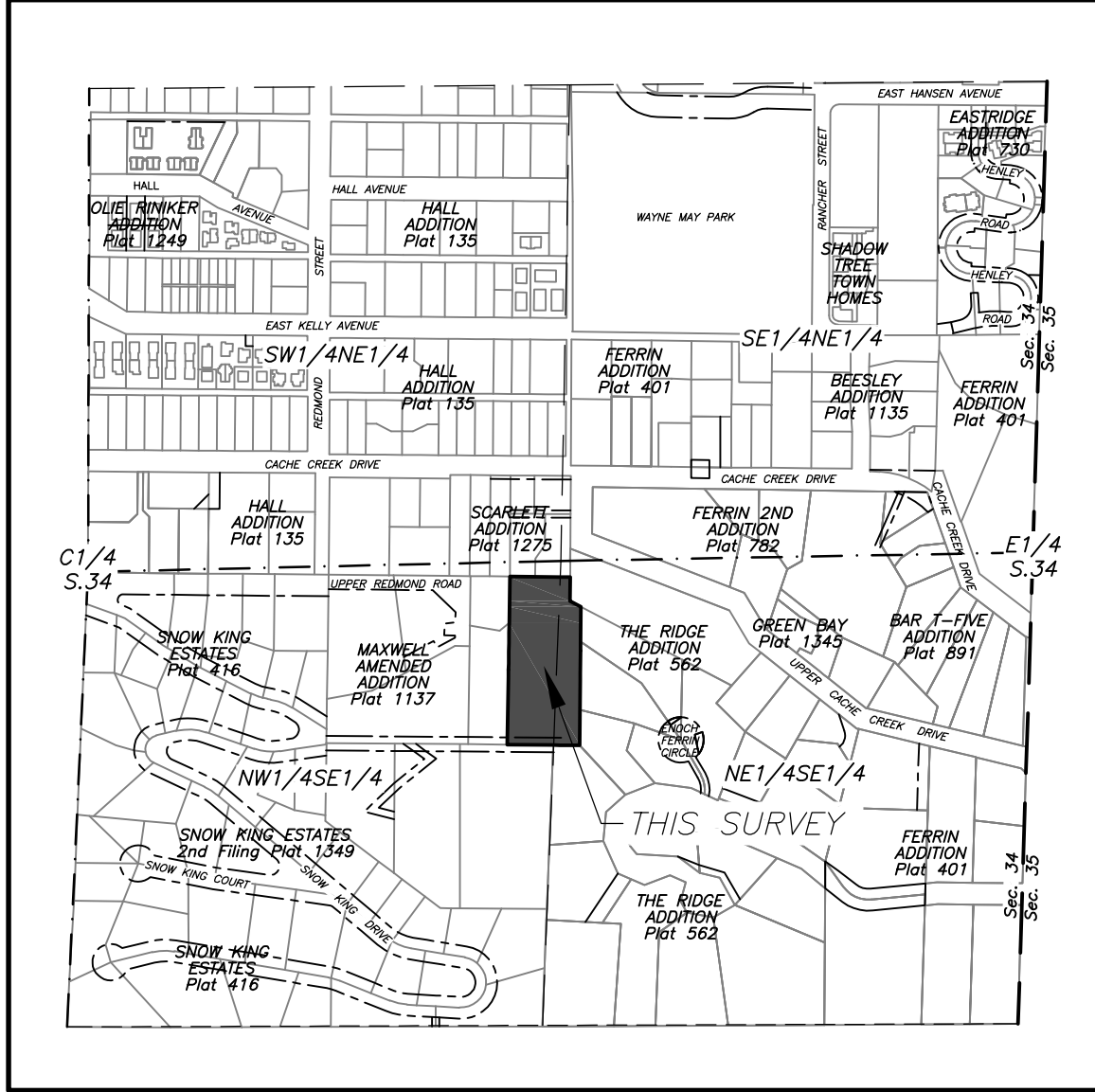
STATE OF WYOMING)
COUNTY OF TETON) ss

The foregoing instrument was acknowledged before me by Mark Fellermann on this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public My commission expires:

VICINITY MAP



N1/2SE1/4 & S1/2NE1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.,
Teton County, WY

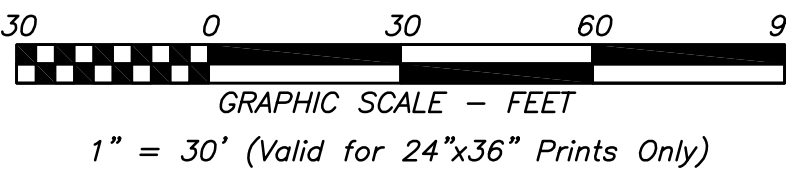
Scale: 1" = 500'

LEGEND

- Indicates a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey
- Indicates a chrome cap inscribed "PE & LS 2612" found this survey
- Indicates an aluminum cap inscribed "PLS 578" found this survey
- ⊕ Indicates a brass cap inscribed "PLS 578" found this survey
- ⊙ Indicates an aluminum cap inscribed "PLS 6447" found this survey
- ⊗ Indicates a plastic cap inscribed "PLS 3831" found this survey
- ⊕ Indicates a brass cap inscribed "RLS 164" found this survey
- ⊗ Indicates a BLM brass cap with appropriate markings found this survey

- Measured Property Boundary
- Adjoining Property Boundary
- Record Easement Line
- New Easement Line - Granted by Separate Instrument
- Quarter Section Line
- PLSS Tie Line

- S 89°56'12" E 126.11' Measured Bearing and Distance
- N 89°59'30" W 125.88' [Rec] Record Bearing and Distance (Doc. No. 918455)



CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING)
COUNTY OF TETON) ss

The foregoing THOMPSON ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council held on the _____ day of _____, 2021 in accordance with Section 15-1-415, Wyoming Statutes, and the Town of Jackson Land Development Regulations.

SIGNATURE BY SEPARATE AFFIDAVIT

Hailey Morton Levinson, Mayor

SIGNATURE BY SEPARATE AFFIDAVIT

Brian Lenz, Town Engineer

Attest:

ATTESTATION INCLUDED ON MAYOR'S SEPARATE AFFIDAVIT

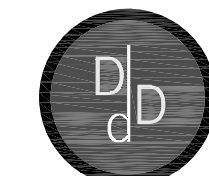
Sandra P. Birdshaw, Clerk

SIGNATURE BY SEPARATE AFFIDAVIT

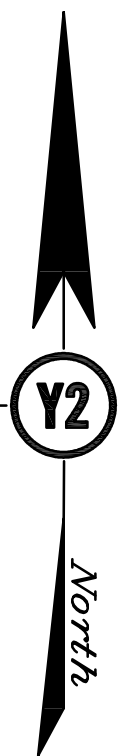
Paul Anthony, Planning Director

FINAL PLAT THOMPSON ADDITION TO THE TOWN OF JACKSON

Being a Portion of the
NW1/4SE1/4 & NE1/4SE1/4
of Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING



we define, design & deliver
the places that you play, live & work



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
y2consultants.com
Ph: 307-733-2999

Sheet 1 of 1



y2consultants.com
307 733 2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

August 13, 2020

Mark Fellermann
PO Box 2870 / 180 S Willow Street
Jackson, WY 83001
Mark@Y2consultants.com
(307) 733-2999

Via Email Only

RE: Thompson Landing Subdivision Plat Application

Dear Tiffany,

Please find enclosed a subdivision plat application on behalf of our client, Thompson Family Trust. The enclosed application includes the following:

- Application
- Letter of Authorization
- Draft Property Deeds
- Subdivision DEV & CUP Staff Report, with Determination of Sufficiency Letter
- Draft Plat
- Draft Certificates of Acknowledgement
- Exaction Sheets
- Draft Easement Documents
- Title Report from Wyoming Title & Escrow

Thank you, and please don't hesitate to contact me with any questions.

Sincerely,

Mark Fellermann, PLS
Survey Department Manager
Mark@y2consultants.com



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Thompson 2-Lot Subdivision
Physical Address: 808 Upper Redmond Road
Lot, Subdivision: PT. N1/2SE1/4 Sec. 34, T41N, R116W PIDN: 22-41-16-34-4-00-006

PROPERTY OWNER.

Name: Thompson Family Trust Phone: (307) 690-5160
Mailing Address: PO Box 615, Jackson, WY ZIP: 83001
E-mail: george@thompsonpalmer.com

APPLICANT/AGENT.

Name: Y2 Consultants; ATTN: Mark Fellermann Phone: (307) 733-2999
Mailing Address: PO Box 2870 Jackson, WY ZIP: 83001
E-mail: Mark@y2consultants.com

DESIGNATED PRIMARY CONTACT.

____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

____ Basic Use
____ Conditional Use
____ Special Use

Relief from the LDRs

____ Administrative Adjustment
____ Variance
____ Beneficial Use Determination
____ Appeal of an Admin. Decision

Physical Development

____ Sketch Plan
____ Development Plan
____ Design Review

Subdivision/Development Option

☒ Subdivision Plat
____ Boundary Adjustment (replat)
____ Boundary Adjustment (no plat)
____ Development Option Plan

Interpretations

____ Formal Interpretation
____ Zoning Compliance Verification

Amendments to the LDRs

____ LDR Text Amendment
____ Map Amendment

Miscellaneous

____ Other: _____
____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #:	<u>P19-192</u>	Environmental Analysis #:	<u>N/A</u>
Original Permit #:	<u>P20-035, P20-036</u>	Date of Neighborhood Meeting:	<u>5/6/20</u>

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Property Owner or Authorized Applicant/Agent

Mark Fellermann

Name Printed

Date

8/14/2020
Survey Department Manager (agent)

Title

LETTER OF AUTHORIZATION

Thompson Family Trust, "Owner" whose address is: PO Box 615
Jackson, WY 83001
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property
more specifically legally described as: PT N 1/2 SE 1/4 Sec. 34 TWP. 41, R9N 11W
TRACT C-1, PT. Tract C-2

(If too lengthy, attach description)

HEREBY AUTHORIZES Y2 CONSULTANTS, LLC as
agent to represent and act for Owner in making application for and receiving and accepting
on Owners behalf, any permits or other action by the Town of Jackson, or the Town of
Jackson Planning, Building, Engineering and/or Environmental Health Departments
relating to the modification, development, planning or replatting, improvement, use or
occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed
conclusively to be fully aware of and to have authorized and/or made any and all
representations or promises contained in said application or any Owner information in
support thereof, and shall be deemed to be aware of and to have authorized any subsequent
revisions, corrections or modifications to such materials. Owner acknowledges and agrees
that Owner shall be bound and shall abide by the written terms or conditions of issuance of
any such named representative, whether actually delivered to Owner or not. Owner agrees
that no modification, development, platting or replatting, improvement, occupancy or use of
any structure or land involved in the application shall take place until approved by the
appropriate official of the Town of Jackson, in accordance with applicable codes and
regulations. Owner agrees to pay any fines and be liable for any other penalties arising out
of the failure to comply with the terms of any permit or arising out of any violation of the
applicable laws, codes or regulations applicable to the action sought to be permitted by the
application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing
on behalf of a corporation, partnership, limited liability company or other entity, the
undersigned swears that this authorization is given with the appropriate approval of such
entity, if required.

OWNER:

George L Thompson
(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Partner

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or
other non-individual Owner)

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by George Thompson this 7 day of
August, 2019.

WITNESS my hand and official seal.

[Signature]
(Notary Public)

My commission expires:

(Seal)



WARRANTY DEED

George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, GRANTORS, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, whose mailing address is P.O. Box 615, Jackson, Wyoming 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____

TEMP NO.: _____

Together with and including all oil, gas, and other minerals and mineral rights appurtenant thereto and owned by Grantor, if any, and all improvements and all other appurtenances and hereditaments thereunto belonging; subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS our hands this _____ day of _____ 2020.

George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of
the Thompson Family Trust under
the Amended, Restated and
Consolidated Revocable Living
Trust Agreement dated October 4,
2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

WARRANTY DEED

George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, GRANTORS, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, whose mailing address is P.O. Box 615, Jackson, Wyoming 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____

TEMP NO.: _____

Together with and including all oil, gas, and other minerals and mineral rights appurtenant thereto and owned by Grantor, if any, and all improvements and all other appurtenances and hereditaments thereunto belonging; subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS our hands this _____ day of _____ 2020.

George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of
the Thompson Family Trust under
the Amended, Restated and
Consolidated Revocable Living
Trust Agreement dated October 4,
2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL MEN BY THE PRESENTS:

Brian Lenz, Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Brian Lenz, Town Engineer for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Thompson Addition to the Town of Jackson**, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said Final Plat;
4. that I intend that my signature to and the recording of this affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said Final Plat.

DATED this ____ day of _____, 2020

Town of Jackson
a municipal corporation
of the State of Wyoming

Brian Lenz, Town Engineer

STATE OF WYOMING)

) ss

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was subscribed and sworn to before me by Brian Lenz as Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, this ____ day of _____, 2020.

Witness my hand and official Seal.

Notary Public

My Commission Expires:

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL MEN BY THE PRESENTS:

Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Paul Anthony, Director of Planning for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Thompson Addition to the Town of Jackson**, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said Final Plat;
4. that I intend that my signature to and the recording of this affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said Final Plat.

DATED this ____ day of _____, 2020

Town of Jackson
a municipal corporation
of the State of Wyoming

Paul Anthony, Director of Planning

STATE OF WYOMING)

) ss

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was subscribed and sworn to before me by Paul Anthony as Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, this ____ day of _____, 2020.

Witness my hand and official Seal.

Notary Public

My Commission Expires:

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL MEN BY THE PRESENTS:

Pete Muldoon, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Pete Muldoon, Mayor of the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Thompson Addition to the Town of Jackson**, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said Final Plat;
4. that I intend that my signature to and the recording of this affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said Final Plat.

DATED this ____ day of _____, 2020

Town of Jackson, a municipal corporation of the State of Wyoming

BY: Pete Muldoon, Mayor

ATTEST: Sandra P. Birsyshaw, Town Clerk

STATE OF WYOMING)

) ss

COUNTY OF TETON)

On this ____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Pete Muldoon, Mayor of the Town of Jackson, Teton County, Wyoming, a Wyoming municipal corporation and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

Witness my hand and official Seal.

Notary Public

My Commission Expires:

**NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT
(Lot 1)**

This Non-Exclusive Access Agreement (“**Agreement**”) is made and entered into on this ____ day of _____, 2020 (“**Effective Date**”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“**Grantor**”), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____ (“**Grantor’s Property**”)

TEMP NO: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

See **Exhibit 1** hereto and incorporated herein by reference (“**Grantee’s Property**”);

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive access easement over, across, and through a portion of Grantor’s Property for the benefit of Grantee’s Property for the purpose of accessing portions Grantee’s Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement (“**Easement**”) over, across, and through that portion of Grantor’s

Property identified in **Exhibit 2** hereto and depicted and illustrated in **Exhibit 3** hereto ("**Easement Property**") for the purpose of accessing portions of Grantee's Property from other portions of Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. **Access Driveway Maintenance and Repair.** Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway constructed within the Easement Property for the benefit of Grantee's Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property.

3. **Term.** The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

4. **Improvement and Maintenance; Repair of Surface.** Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

5. **Mechanic's Liens.** Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property

6. **No Public Dedication.** Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

7. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended,

discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC
August 12, 2020
Y2 Project #09107
Prepared by MWW

**Legal Description of
Access Easement Lot 1**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE N 0°26'53" E, 50.60 feet, along the west line of said Lot 1 to a point;

THENCE S 66°05'48" E, 13.55 feet, departing said west line to a point;

THENCE S 49°11'03" E, 69.02 feet, to a point of intersection with the south line of said Lot 1;

THENCE West, 65.02 feet, along said south line to the **POINT OF BEGINNING**;

Said strip encompasses 1,781.1 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

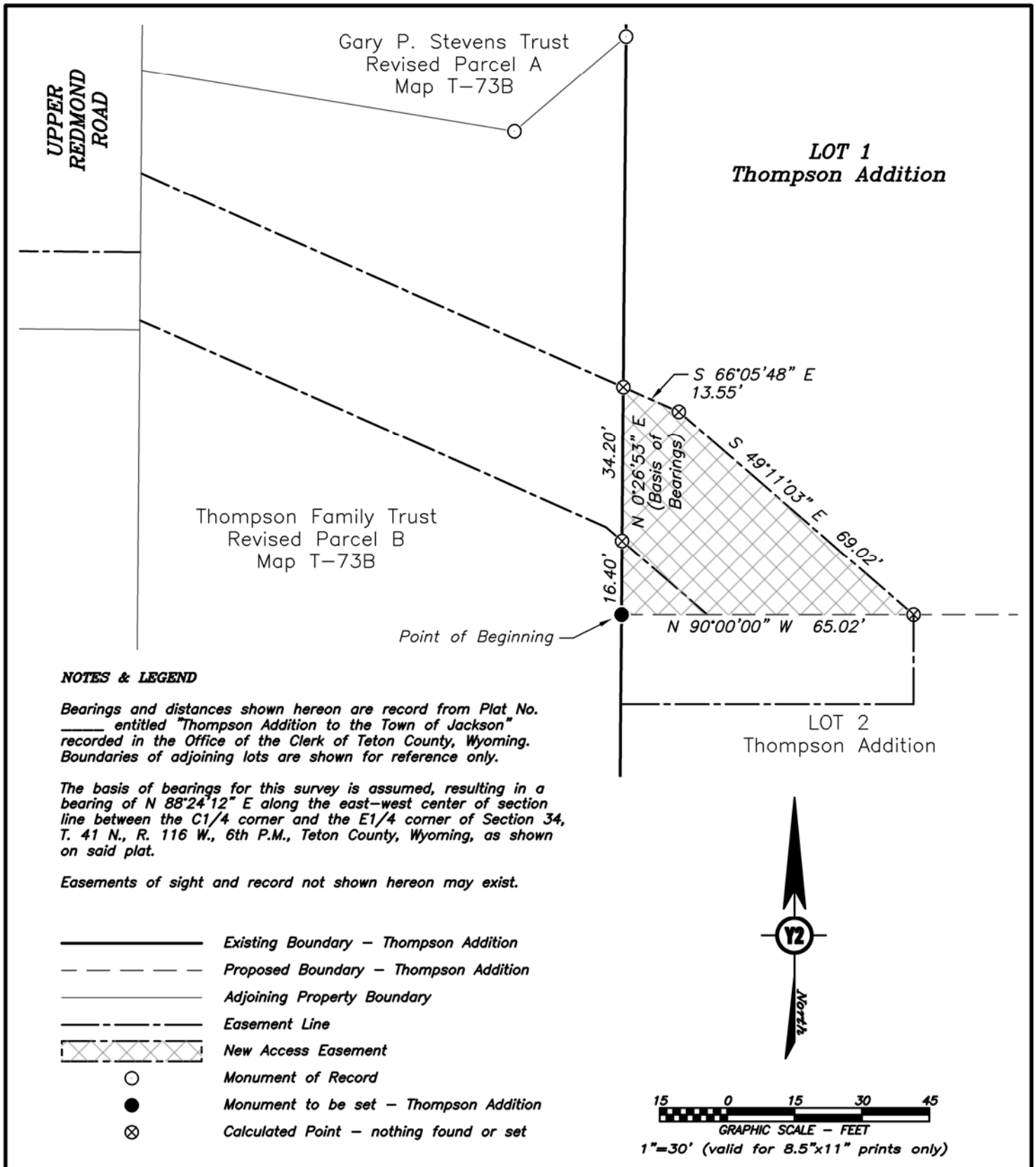
All in accordance with the exhibit entitled "Access Easement Lot 1" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW



Access Easement Lot 1

Project Number ▪ 09107
 Project Path ▪ F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
 Drawn By ▪ MWW
 Reviewed By ▪ MWF
 Drawing Date ▪ July 20, 2020
 Revision Date ▪

Exhibit__

Thompson Family Trust

Lot 1
 "Thompson Addition to the
 Town of Jackson"
 T. 41 N., R. 116 W., 6th P.M.,
 Teton County, Wyoming



Y2 Consultants
 180 South Willow St.
 P.O. Box 2870
 Jackson, WY 83001
 Y2consultants.com

**NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT
(Lot 2)**

This Non-Exclusive Access Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2020 ("**Effective Date**") by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 ("**Grantor**"), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____ ("**Grantor's Property**")

TEMP NO: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

See **Exhibit 1** hereto and incorporated herein by reference ("**Grantee's Property**");

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive access easement over, across, and through a portion of Grantor's Property for the benefit of Grantee's Property for the purpose of accessing portions Grantee's Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement ("**Easement**") over, across, and through that portion of Grantor's

Property identified in **Exhibit 2** hereto and depicted and illustrated in **Exhibit 3** hereto ("**Easement Property**") for the purpose of accessing portions of Grantee's Property from other portions of Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. **Access Driveway Maintenance and Repair.** Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway constructed within the Easement Property for the benefit of Grantee's Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property.

3. **Term.** The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

4. **Improvement and Maintenance; Repair of Surface.** Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

5. **Mechanic's Liens.** Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property

6. **No Public Dedication.** Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

7. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended,

discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

August 12, 2020

Y2 Project #09107
Prepared by MWW

**Legal Description of
Access Easement Lot 2**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE East, 65.02 feet, along the south line of said Lot 1 to a point;

THENCE South, 20.00 feet, departing said south line to a point;

THENCE West, 65.17 feet, to a point of intersection with the west line of Lot 2 as shown on said plat;

THENCE N 0°26'53" E, 20.00 feet, along said west line to the **POINT OF BEGINNING**;

Said strip encompasses 1,301.9 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

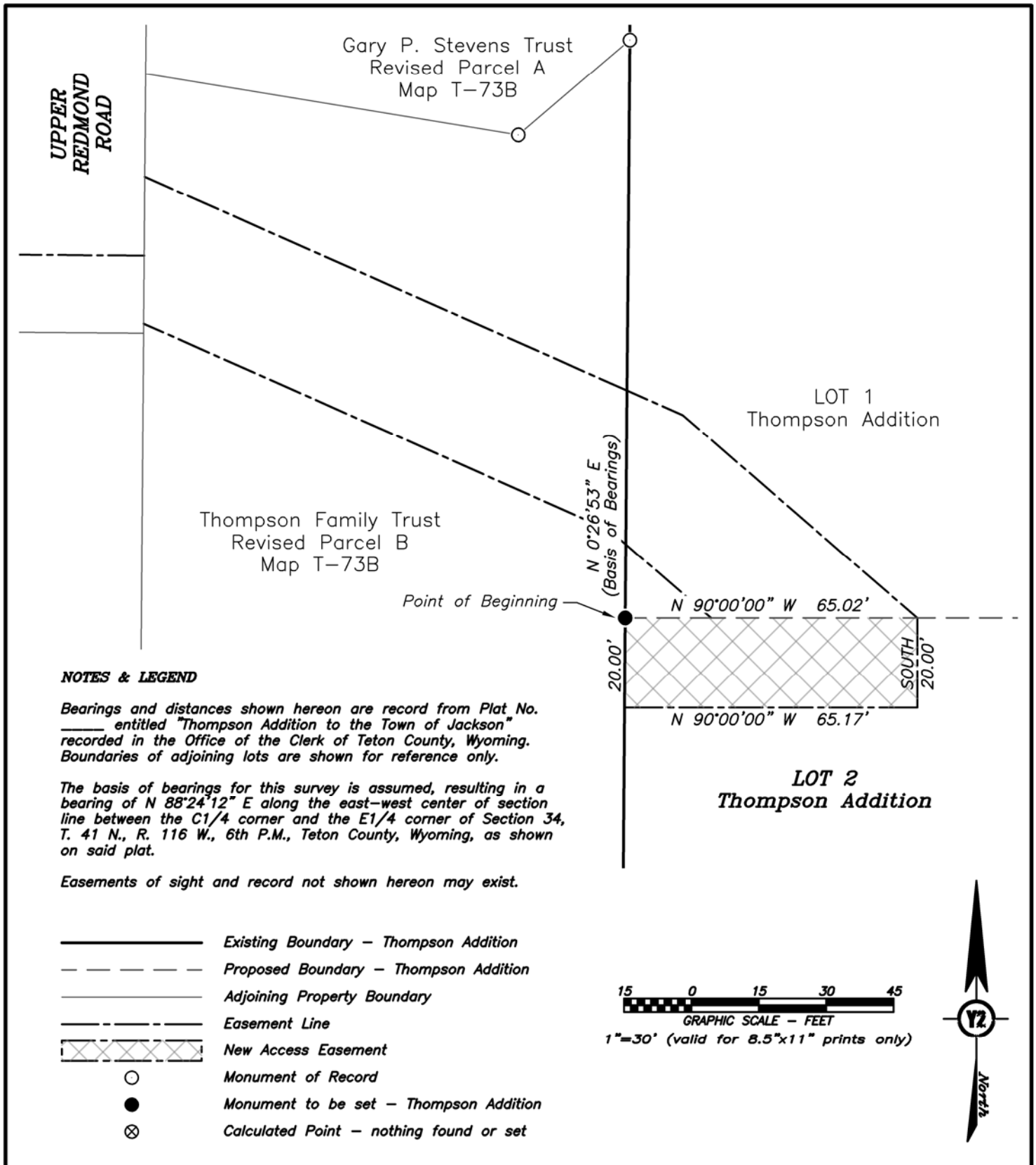
All in accordance with the exhibit entitled "Access & Utility Easement Lot 1" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW



Access Easement Lot 2

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Exhibit__

Thompson Family Trust

Lot 2

"Thompson Addition to the
Town of Jackson"
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

NON-EXCLUSIVE ACCESS AND UNDERGROUND UTILITY EASEMENT AGREEMENT

This Non-Exclusive Access and Underground Utility Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2020 ("**Effective Date**") by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 ("**Grantor**"), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____ ("**Grantor's Property**")

TEMP NO: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____ ("**Grantee's Property**")

TEMP NO: _____;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under a portion of Grantor's Property for the benefit of Grantee's Property for the purpose of accessing Grantee's Property and for the installation, use, maintenance, replacement, and repair of underground utilities servicing Grantee's Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement ("***Easement***") in, on, over, across, and under that portion of Grantor's Property identified in **Exhibit 1** hereto and depicted and illustrated in **Exhibit 2** hereto ("**Easement Property**") for the purpose of accessing Grantee's Property and for the purpose of using, installing, maintaining, replacing, and repairing the underground utilities that service and benefit Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. Access Driveway Maintenance and Repair. Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway constructed within the Easement Property for the benefit of Grantee's Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property.

3. Underground Utilities. All utilities constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee's Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within

30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

9. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

10. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 10 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 10.

11. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

12. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

13. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Access & Utility Easement Lot 1**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

COMMENCING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled
“Thompson Addition to the Town of Jackson” recorded in the Office of the Clerk of
Teton County, Wyoming;

THENCE N 0°26’53” E, 16.40 feet, along the west line of said Lot 1 to the **POINT OF
BEGINNING**;

THENCE N 0°26’53” E, 34.20 feet, continuing along said west line to a point;

THENCE S 66°05’48” E, 13.55 feet, departing said west line to a point;

THENCE S 49°11’03” E, 69.02 feet, to a point of intersection with the south line of said Lot 1;

THENCE West, 45.90 feet, along said south line to a point;

THENCE N 49°11’03” W, 25.09 feet, departing said south line to the **POINT OF
BEGINNING**;

Said strip encompasses 1,624.3 square feet, more or less.

The basis of bearings for this description is N 88°24’12” E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled “Thompson Addition to the Town of Jackson” to be recorded in the Office of the Clerk of Teton County, Wyoming.

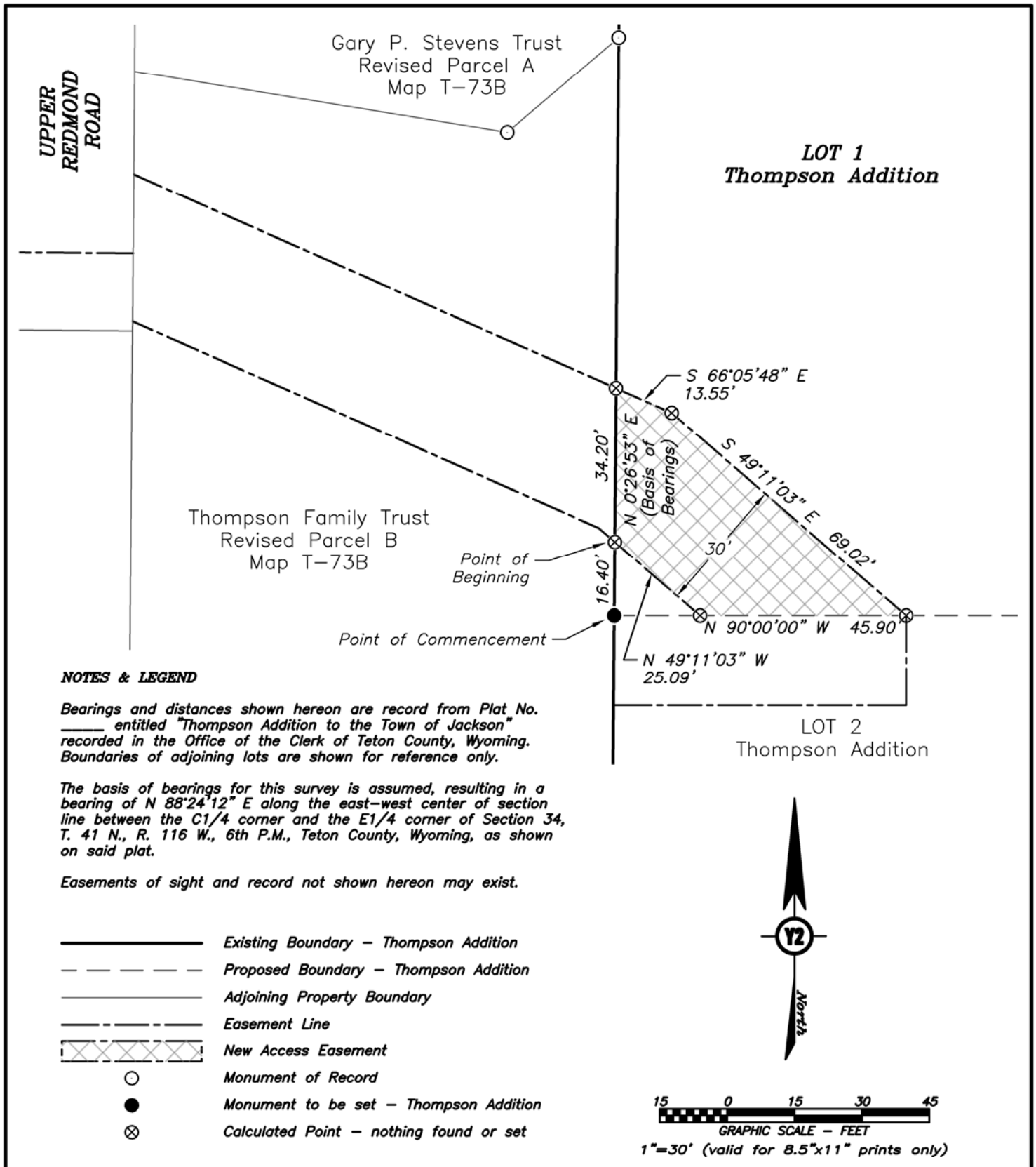
All in accordance with the exhibit entitled “Access & Utility Easement Lot 1” recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW



Access & Utility Easement Lot 1

Project Number ▪ 09107
Project Path ▪ F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By ▪ MWW
Reviewed By ▪ MWF
Drawing Date ▪ July 20, 2020
Revision Date ▪

Exhibit__

Thompson Family Trust

Lot 1
"Thompson Addition to the
Town of Jackson"
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

NON-EXCLUSIVE ACCESS AND UNDERGROUND UTILITY EASEMENT AGREEMENT

This Non-Exclusive Access and Underground Utility Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2020 ("**Effective Date**") by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 ("**Grantor**"), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

See **Exhibit 1** hereto and incorporated herein by reference ("**Grantor's Property**");

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____ ("**Grantee's Property**")

TEMP NO: _____;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under a portion of Grantor's Property for the benefit of Grantee's Property for the purpose of accessing Grantee's Property and for the installation, use, maintenance, replacement, and repair of underground utilities servicing Grantee's Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access and underground utility easement ("**Easement**") in, on, over, across, and under that portion of Grantor's Property identified in **Exhibit 2** hereto and depicted and illustrated in **Exhibit 3** hereto ("**Easement Property**") for the purpose of accessing Grantee's Property and for the purpose of using, installing, maintaining, replacing, and repairing the underground utilities that service and benefit Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. Access Driveway Maintenance and Repair. Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing any driveway constructed within the Easement Property for the benefit of Grantee's Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property. Grantor and Grantee agree and recognize that the driveway to be constructed and used pursuant to this Agreement for the benefit of Grantee's Property will be shared in part with a driveway used for the benefit of Grantor's Property. Plowing and routine maintenance costs related to the shared driveway shall be split equally between Grantor and Grantee. Any party causing damage to the shared driveway shall be solely responsible, at that party's sole cost, for repairing said damage.

3. Underground Utilities. All utilities constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee's Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

9. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

10. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 10 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 10.

11. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

12. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

13. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or

establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

August 12, 2020

Y2 Project #09107
Prepared by MWW

**Legal Description of
Access & Utility Easement Parcel B**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

COMMENCING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled
“Thompson Addition to the Town of Jackson” recorded in the Office of the Clerk of
Teton County, Wyoming;

THENCE N 0°26’53” E, 16.40 feet, along the west line of said Lot 1 to the **POINT OF
BEGINNING**;

THENCE N 49°11’03” W, 4.73 feet, departing said west line to a point;

THENCE N 66°05’48” W, 113.49 feet, to a point of intersection with the west line of Revised
Parcel B as shown on Map T-73B recorded in said Office;

THENCE N 0°27’19” E, 32.70 feet, along said west line to a point;

THENCE S 66°05’48” E, 117.42 feet, departing said west line to a point of intersection with the
west line of said Lot 1;

THENCE S 0°26’53” W, 34.20 feet, along said west line to the **POINT OF BEGINNING**;

Said strip encompasses 3,525.6 square feet, more or less.

The basis of bearings for this description is N 88°24’12” E along the east-west center of section
line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming, as shown on said plat entitled “Thompson Addition to the Town of
Jackson” to be recorded in the Office of the Clerk of Teton County, Wyoming.

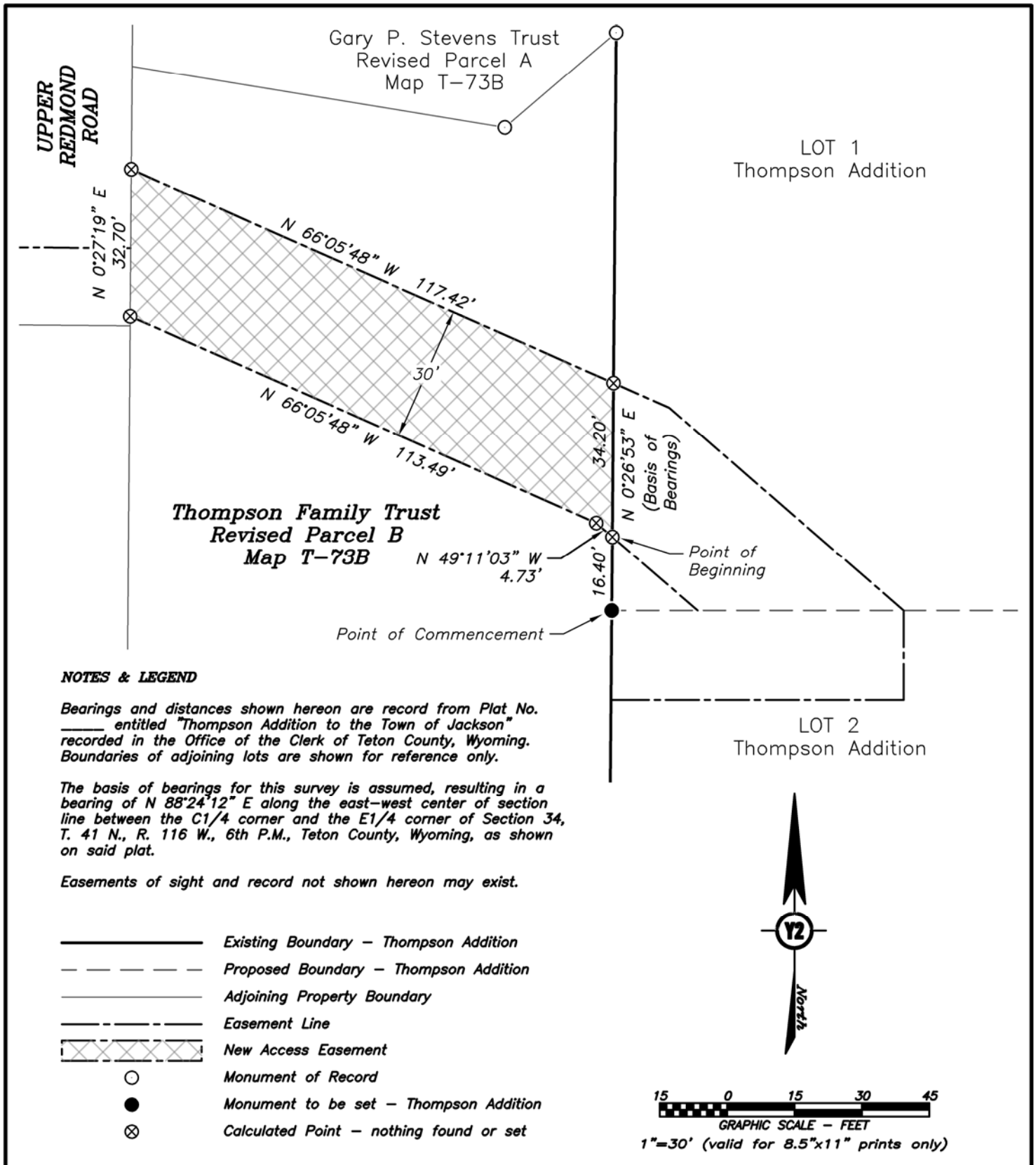
All in accordance with the exhibit entitled “Access & Utility Easement Revised Parcel B”
recorded contemporaneously with this legal description in the Office of the Clerk of Teton
County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW



Access & Utility Easement Parcel B

Project Number ▪ 09107
Project Path ▪ F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By ▪ MWW
Reviewed By ▪ MWF
Drawing Date ▪ July 20, 2020
Revision Date ▪

Exhibit__

Thompson Family Trust

Revised Parcel B, Map T-73B
Document No. 918455
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

NON-EXCLUSIVE UNDERGROUND WATER AND SEWER UTILITY EASEMENT AGREEMENT

This Non-Exclusive Underground Water and Sewer Utility Easement Agreement (“**Agreement**”) is made and entered into on this ____ day of _____, 2020 (“**Effective Date**”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“**Grantor**”), and the TOWN OF JACKSON, a Wyoming municipal corporation of P.O. Box 1687, Jackson, Wyoming, 83001 (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____ (“**Grantor’s Property**”)

TEMP NOS.: _____;

WHEREAS, Grantee currently owns and operates underground water and sewer utilities (“**Town Utilities**”) located on that portion of the Grantor’s Property described on **Exhibit 1** hereto and depicted on **Exhibit 2** hereto (“**Easement Property**”);

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under the Easement Property for the purpose of accessing, using, maintaining, and repairing the Town’s Utilities, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Non-Exclusive Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive underground utility easement (“**Easement**”) in, on, over, across, and under the Easement Property for the purposes of accessing, using, maintaining, and repairing the Town Utilities. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee’s easement rights set forth in this Agreement.

2. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner and consistent with Town of Jackson construction standards. The Grantor shall be required to review and, if reasonably acceptable to Grantor, accept all repairs and/or replacements of any items removed, damaged or destroyed due to the Grantee's activities pursuant to the Easement.

3. Underground Utilities. All utilities constructed, maintained, replaced, or repaired within the Easement Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the Easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

TOWN OF JACKSON, a Wyoming
municipal corporation

By:
Its:

ATTEST:

By:
Its:

STATE OF _____)
COUNTY OF _____) ss
_____)

On this day of _____, 2020, before me personally appeared _____ as the _____ of the **TOWN OF JACKSON**, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by its signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

**Legal Description of
Utility Easement Lot 1**

A strip of land situated in the NE1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE West, 20.00 feet, along the south line of said Lot 1 to a point;

THENCE N 0°05'40" E, 131.15 feet, departing said south line to a point of intersection with the east line of said Lot 1;

THENCE S 62°48'19" E, 22.47 feet, along said east line to an angle point being coincident with the northwest corner of Lot 2A as shown on Map D-45I recorded in said Office;

THENCE S 0°05'40" W, 120.88 feet, continuing along said east line the **POINT OF BEGINNING**;

Said strip encompasses 2,520.3 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled "Utility Easement Lot 1" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

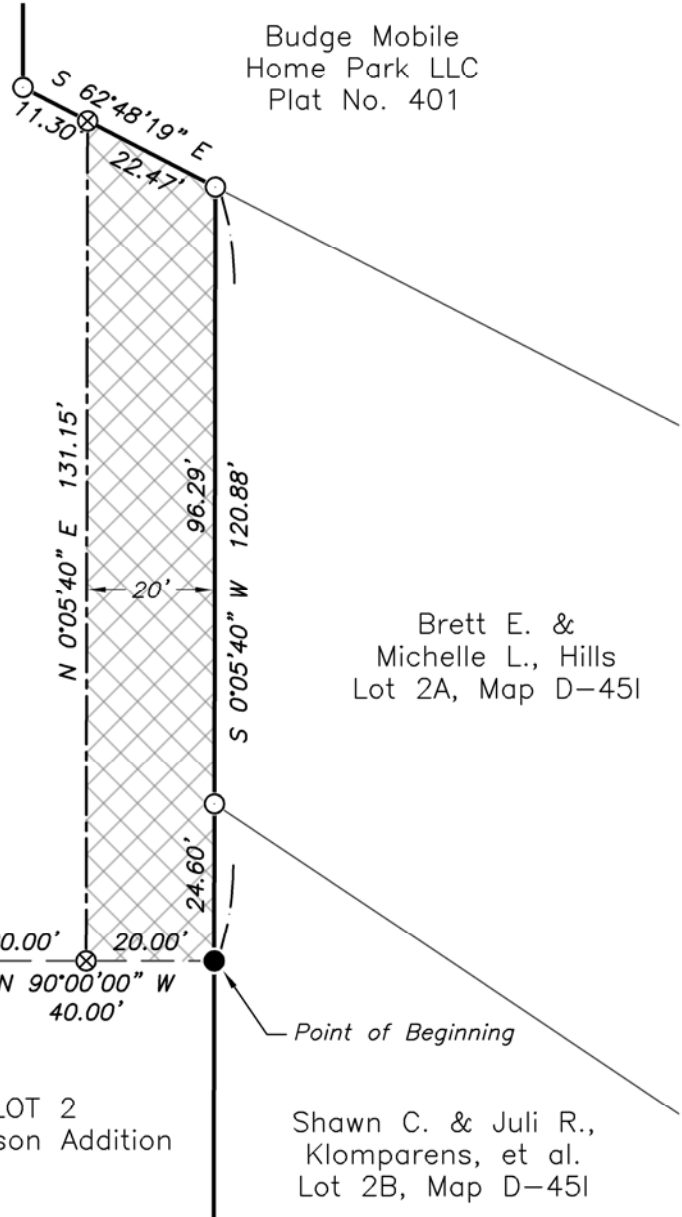
July 20, 2020

Y2 Project #09107
Prepared by MWW

LOT 1
Thompson Addition



1"=30' (valid for 8.5"x11" prints only)



NOTES & LEGEND

Bearings and distances shown hereon are record from Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining lots are shown for reference only.

The basis of bearings for this survey is assumed, resulting in a bearing of N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat.

Easements of sight and record not shown hereon may exist.

	Existing Boundary - Thompson Addition
	Proposed Boundary - Thompson Addition
	Adjoining Property Boundary
	New Underground Utility Easement
	Monument of Record
	Monument to be set - Thompson Addition
	Calculated Point - nothing found or set

Utility Easement Lot 1

Project Number ▪ 09107
Project Path ▪ F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By ▪ MWW
Reviewed By ▪ MWF
Drawing Date ▪ July 20, 2020
Revision Date ▪

Exhibit__

Thompson Family Trust

Lot 1
"Thompson Addition to the
Town of Jackson"
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

NON-EXCLUSIVE UNDERGROUND UTILITY EASEMENT AGREEMENT

This Non-Exclusive Underground Utility Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2020 ("**Effective Date**") by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 ("**Grantor**"), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (collectively "**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____ ("**Grantor's Property**")

TEMP NOS.: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

See **Exhibit 1** hereto and incorporated herein by reference ("**Grantee's Property**");

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under that portion of Grantor's Property described on **Exhibit 2** hereto and depicted on **Exhibit 3** hereto ("**Easement Property**") for the purpose of installing, accessing, using, maintaining, and repairing underground utilities for the benefit of Grantee's Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Non-Exclusive Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive underground utility easement ("**Easement**") in, on, over, across, and under the

Easement Property for the purposes of installing, accessing, using, maintaining, and repairing underground utilities (including, but not limited to, water, sewer, telephone, gas and fiber optics) that now or in the future service and benefit Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

3. Underground Utilities. All utilities constructed, maintained, replaced, or repaired within the Easement Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee's Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property.

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the Easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided,

however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

August 12, 2020

Y2 Project #09107
Prepared by MWW

**Legal Description of
Utility Easement Lot 2**

A strip of land situated in the N1/2SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the northwest corner of Lot 2 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE East, 120.00 feet, along the north line of said Lot 2 to an angle point;

THENCE S 83°11'06" E, 78.04 feet, departing said north line to a point of intersection with the east line of said Lot 2;

THENCE S 0°05'40" W, 20.14 feet, along said east line to a point;

THENCE N 83°11'06" W, 79.20 feet, departing said east line to a point;

THENCE West, 118.97 feet, to a point of intersection with the west line of said Lot 2;

THENCE N 0°26'53" E, 20.00 feet, along said east line to the **POINT OF BEGINNING**;

Said strip encompasses 3,962.1 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

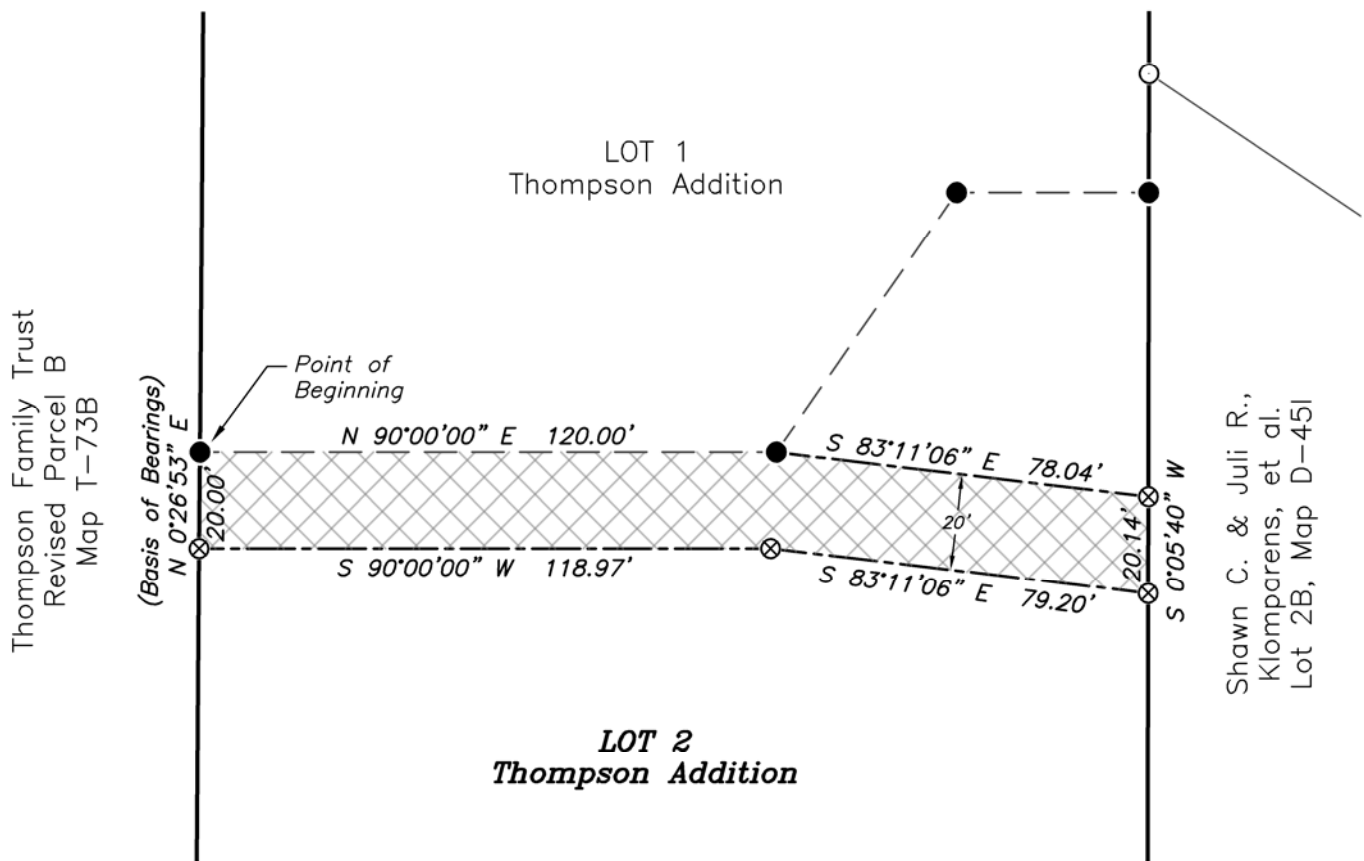
All in accordance with the exhibit entitled "Utility Easement Lot 2" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW



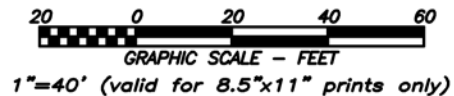
NOTES & LEGEND

Bearings and distances shown hereon are record from Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining lots are shown for reference only.

The basis of bearings for this survey is assumed, resulting in a bearing of N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat.

Easements of sight and record not shown hereon may exist.

- Existing Boundary — Thompson Addition
- - - - - Proposed Boundary — Thompson Addition
- Adjoining Property Boundary
- XXXXXX New Underground Utility Easement
- Monument of Record
- Monument to be set — Thompson Addition
- ⊗ Calculated Point — nothing found or set



Utility Easement Lot 2

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Exhibit__

Thompson Family Trust

Lot 2

"Thompson Addition to the
Town of Jackson"
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

Issued To:

Thompson, Palmer & Associates
275 E. Broadway
Jackson, WY 83001
(307) 733-5160

Report No.: W-20554
Effective Date: July 24, 2020
Current Date: August 12, 2020
Cost: \$750.00 + \$100.00 (V2)

Property Address: 808 Upper Redmond Road, Jackson, WY 83001
809 Upper Redmond Road, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

George Leslie Thompson and Jett Theurer Thompson, as Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as amended from time to time hereafter, and their successors in trust

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A :

A parcel of land in the NW1/4 SE1/4 and the NE1/4 SE1/4 Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, being Tract C-1 and part of Tract C-2 as described in that Warranty Deed recorded in Book 101 of Photo, Pages 40-46 in the Office of the Clerk of Teton County, Wyoming, AND the parcel described in that Quitclaim Deed recorded in said Office in Book 113 of Photo, Pages 422-424, AND the parcel described in that Warranty Deed recorded in said office in Book 127 of Photo, Pages 634-637, further described as follows:

BEGINNING at a steel rebar with cap inscribed "PE&LS 578", said point being on the north line of said tracts C-1 and C-2, from which the CE1/16 corner of Section 34 lies N 01°46'00" W, 40.17 feet;

thence S 89°53'14" E, 28.74 feet along said north line to the northeast corner of said parcel and the northwest corner of said parcel described in the Quitclaim Deed recorded in Book 113 of Photo, being marked by a 2" diameter brass cap;

thence S 00°01'56" W, 65.63 feet along the east line of said parcel described in Book 113 of Photo, to an intersection with the north line of said parcel described in Book 127 of Photo, being marked by a 5/8" diameter rebar with cap inscribed "PE&LS 578";

thence S 62°50'58" E, 33.92 feet along said north line to the northeast corner of said record parcel;

thence S 00°03'17" W, 380.91 feet to the southeast corner of said record parcel marked by a 5/8" diameter rebar with cap inscribed "PE&LS 578";

thence N 89°56'11" W, 30.35 feet to the southwest corner of said record parcel marked by a 5/8" diameter rebar with cap inscribed "PE&LS 578";

thence continuing N 89°56'11" W, 24.51 feet along the south line of said parcel recorded in Book 113 of Photo, to a 2" diameter brass cap inscribed "RLS 164";

thence continuing N 89°56'11" W, 17.89 feet along the south line of said parcel recorded in Book 101 of Photo, to a 2" diameter brass cap inscribed "RLS 164";

thence N 89°59'30" W, 125.88 feet along the south line of part of Tract C-2, to a 5/8" diameter rebar with cap inscribed "PLS 3831";

thence N 00°24'00" E, 462.25 feet to the northwest corner being marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

thence S 89°53'18" E, 136.88 feet along the north line of said record tract to the POINT OF BEGINNING.

PARCEL B:

A parcel of land in the NW1/4 SE1/4 Section 34, T41N, R116W, 6TH p.m., Teton County, Wyoming, described as follows:

COMMENCING at the CE 1/16 corner of said Section 34, thence S 01°46'00" E, 40.17 feet to a 5/8" rebar with cap inscribed "PE&LS 578",

Thence N 89°53'18" W, 136.88 feet to a 5/8" rebar with cap inscribed "PLS 3831",

Thence S 00°24'00" W, 152.67 feet to the POINT OF BEGINNING being marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence continuing S 00°24'00" W, 309.58 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence N 89° 59' 30" W, 107.72 feet to a 2 1/2" diameter brass cap inscribed "RLS 164";

Thence N 00° 24' 00" E, 327.05 feet to a steel T-stake with chrome cap inscribed "PLS 3889";

Thence S 80° 46' 00" E, 109.01 feet to the POINT OF BEGINNING.

PIDN: 22-41-16-34-4-00-006 (Parcel A), 22-41-16-34-4-00-011 (Parcel B)

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. General taxes for the year 2020 and subsequent years, a lien in the process of assessment, not yet due or payable.
4. Terms and conditions of those easements and access as set out in that Affidavit, recorded January 30, 1980, as (instrument) 207491 (book) 96 (page) 446, Official Records.
[B96P446](#)
5. Terms and conditions of that easement for ingress and egress as contained in that Warranty Deed, recorded July 8, 1980, as (instrument) 213039 (book) 101 (page) 40, Official Records.
[B101P40](#)

NOTE: Includes road maintenance fees.

And that Termination and Release of Right of First Refusal and Deed Covenant, recorded January 17, 2017, as (instrument) 0920514 (book) 939 (page) 15 Official Records.
[B939P15](#)

6. Restrictions as contained in that Warranty Deed, recorded July 8, 1980, as (instrument) 213039 (book) 101 (page) 40, Official Records.
[B101P40](#)
7. All matters as delineated on the Official Map of Survey showing Access Easement, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-65A.
[Map T-65A](#)
8. All matters as delineated on the Official Map of Carol G. Hughes, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-65B.
[Map T-65B](#)
9. All matters as delineated on the Official Map of Roylance & Thompson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-69C.
[Map T-69C](#)

10. Affidavit of Parcel Combination, recorded June 10, 1993, as (instrument) 353279 (book) 271 (page) 692, Official Records.
[B271P692](#)
11. Matters as disclosed in that Warranty Deed, recorded June 14, 1993, as (book) 271 (page) 838, Official Records.
[B271P838](#)
12. All matters as delineated on the Official Map for Roylance Family Revocable Living Trust and J.T. Thompson Company Partnership, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-73B.
[Map T-73B](#)

Affidavit Regarding Boundary Adjustment, recorded November 6, 1998, as (instrument) 0477179 (book) 364 (page) 707 Official Records.
[B364P707](#)
13. Easements as contained in that Conveyance, recorded December 8, 2016, as (instrument) 0918455 (book) 936 (page) 311, Official Records.
[B936P311](#)

AS TO PARCEL A ONLY:
14. An easement over said land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, recorded September 15, 1960, as (instrument) 68686 (book) 10 of Mixed Records (page) 283, Official Records.
[B10MR283](#)
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 10, 1980, as (instrument) 218259 (book) 105 (page) 303, Official Records.
[B105P303](#)
16. Terms and conditions of that right of ingress and egress across roadway as contained in that Warranty Deed, recorded June 15, 1981, as (instrument) 224307 (book) 112 (page) 549, Official Records.
[B112P549](#)
17. Easement as contained in that Warranty Deed, recorded July 27, 1982, as (instrument) 236245 (book) 127 (page) 634, Official Records.
[B127P634](#)
18. Underground Utilities Easement (Upper Redmond Street), recorded June 29, 2016, as (instrument) 0908133 (book) 923 (page) 601, Official Records.
[B923P601](#)

AS TO PARCEL B ONLY:

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-20554

19. Easement as contained in that Warranty Deed, recorded June 15, 1981, as (instrument) 224307 (book) 112 (page) 549, Official Records.
[B112P549](#)
20. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded January 17, 2003, as (instrument) 0587211 (book) 487 (page) 1076, Official Records.
[B487P1076](#)

***** End of Exceptions *****

TAX NOTE:

Taxes, special and general, assessment districts and service areas for the year 2019.

Parcel A:

Tax ID No.:	OJ-002962
1st Installment:	\$4,103.41 PAID
2nd Installment:	\$4,103.41 PAID

Parcel B:

Tax ID No.:	OJ-003609
1st Installment:	\$2,899.89 PAID
2nd Installment:	\$2,899.88 PAID



*Map provided for reference purposes, only.

STAFF REPORT



MEETING DATE & TITLE: February 1, 2021, Regular Town Council Meeting

SUBMITTING DEPARTMENT: Planning

PRESENTER: Tyler Valentine

SUBJECT: ITEM P20-185: Sketch Plan for a two-phase development of the property located at 1675 Berger Lane

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATIONS:

A Sketch Plan is required in the Business Park (BP) zone by the Land Development Regulations (LDRs) when the above-ground habitable square footage of a project exceeds 15,000 square feet. In this case the applicant is proposing a total of 24,753 sf which requires a Sketch Plan.

REQUESTED ACTION:

The applicant is requesting approval of a Sketch Plan for a two-phase, light industrial development of the property located at 1675 Berger Lane. Phase I includes an 11,993 sf single-story building (with mezzanines) intended to serve light industrial businesses. Phase I also includes a 2,668 sf housing building consisting of 3 deed restricted affordable housing units. Phase II includes a 12,760 sf single-story building (without mezzanines) intended to serve light industrial businesses.

RECOMMENDATION:

The Planning Director recommends **approval** of a Sketch Plan (P20-185) for a two-phase development of the property located at 1675 Berger Lane, subject to the department reviews and the following conditions:

- At the time of Building Permit submittal the applicant shall provide a bond for 125% of the cost of landscaping.
- The applicant shall submit a building permit for Phase I within 3 years of Development Plan approval. Upon completion (i.e. Certificate of Occupancy/Completion) of Phase 1, a building permit for Phase II shall be submitted within 3 years.
- As part of the Development Plan submittal the applicant shall provide the livability checklist for the proposed deed restricted units.

BACKGROUND:

The subject site is 1.39 acres in size (60,374 sf) and located in the Business Park (BP) zoning district. All surrounding properties are also zoned BP. The site sits on the northeast corner of Berger Lane and Gregory Lane and consists of an existing 12,096 sf light industrial building built in 1977.

General Description of Project

The applicant is proposing to construct two detached buildings in two phases for a total of 24,753 sf of nonresidential floor area. In the BP zone, the LDRs require Sketch Plan review for nonresidential development larger than 15,000 sf. Although no use permits have been applied for, the applicant's intent is to utilize the site primarily for light industrial uses.

As shown on the site plan, Phase I construction would commence in the spring of 2023 and include a new 11,993 sf single-story building adjacent to Gregory Lane. The building will have 6 tenant spaces each with a mezzanine and a large garage bay door. The existing 12,096 sf building will remain during Phase 1. In addition, Phase I will include a 2,668 sf housing

consisting of 3 affordable deed-restricted rental units which will mitigate for the commercial in Phase I and Phase II. Thus, the applicant will be building all required deed-restricted housing for both phases in Phase I. Two of the workforce units will be 2-bedrooms (964 sf each) and restricted at 80%-120% Area Median Income (AMI). The third workforce unit will be a 1-bedroom unit (740 sf) restricted at less than 50% AMI.

Phase II construction would commence in the spring of 2025, include the removal of the existing 12,096 sf building, and the construction of a new 12,760 sf single-story building. This building would have 8 tenant spaces, each with a large garage bay door but no mezzanine. Vehicular access is proposed off of both adjacent streets with a two-way access from Berger Lane and a one-way exit onto Gregory Lane. Once completed, the site will have 35 surface parking spaces along with parking within each of the 14 tenant spaces.

	Allowed/Required	Proposal	Complies?
Lot Size	60,374 sf	60,374 sf	Yes
FAR	0.41 or 24,753 sf	Phase I – 11,993 sf Phase II – 12,760 sf Total = 24,753 sf On-site deed restricted housing (2,668 sf total). Required mitigation units are exempt per Sec. 7.8.3.C.1. The 25% incentive is for voluntary deed-restricted units	Yes
LSR	0.15 or 9,056 sf	12,889 SF	Yes
Plant Units	1 per 12 parking spaces + 1 per 1,000 sf of required LSR = 12 plant units required	12 plant units	Yes
Maximum Lot Coverage	n/a		Yes
Height	35'	25' – commercial 25'-6" – residential	Yes
Stories	Commercial - 2 Residential - 2	Commercial - 1 Residential - 2	Yes (mezzanines count as FAR, but not as a story)
Parking	1 per 1,000 + 1 per company vehicle <u>Phase I</u> 12,096 sf (existing) + 11,993 sf (new) = 24,089 sf @ 1 per 1k sf = 24 spaces req. 1 existing tenant + 6 new tenant spaces = 7 spaces req. 3 on-site affordable units are 100% shared requiring 0 spaces. <u>Total Req. = 31 spaces</u> <u>Phase II</u> 11,993 sf (Phase I) + 12,760 sf (new) = 24,753 sf @ 1 per 1k sf = 25 spaces	<u>Phase I</u> 32 surface spaces + 6 new internal tenant spaces + 1 existing internal tenant space = <u>39 spaces provided.</u> <u>Phase II</u> 35 surface spaces + 6 existing internal tenant spaces + 8 new internal tenant spaces = <u>49 spaces provided.</u> *This parking plan assumes that each tenant has 1 company vehicle. Please see the <u>Parking</u> section below.	Yes

	6 existing tenant spaces + 8 new tenant spaces = 14 space req. <u>Total Req. = 39 spaces</u>		
Street Setback (Berger Lane)	20'	20'	Yes
Street Setback (Gregory Lane)	20'	20'	Yes
Side Yard Setback (east)	10'	10'	Yes
Rear Yard Setback (north)	20'	20'	Yes
Affordable Housing	3.11 units required	3 on-site units + fee-in-lieu for the remaining 0.11 requirement.	Yes (Please see Affordable Housing section below)

STAFF ANALYSIS:

Sketch Plan Review

The Sketch Plan is a written and graphic representation of a development concept. The purpose of the Sketch Plan is to represent a proposed development at a preliminary, conceptual level of detail in order to determine general compliance with the Jackson-Teton County Comprehensive Plan and these Land Development Regulations (LDRs). Furthermore, it is the purpose of the Sketch Plan, through its preparation by the applicant and subsequent review by the Town, to identify planning and growth and development-related issues which must be addressed in greater detail prior to or concurrently with the Development Plan.

Conformance with the Comprehensive Plan

This site is located in Character District #5 West Jackson, specifically Sub-area 5.2 Gregory Lane Area. This is a Transitional area intended for light industrial uses while continuing to accommodate existing and new residential. In addition, the area is intended to have larger structures. Staff finds that the proposal for approximately 25,000 sf of light industrial space and on-site deed restricted housing to be in substantial conformance with the goals for this area of Town.

Current LDRs

As shown in the dimensional limitation table above, the project meets all applicable regulations related to physical development (i.e. setbacks, height, FAR, parking, etc.). It should be noted that the applicant has utilized all allowed FAR for the site and so no future expansion (i.e. mezzanines in the Phase II building) will be permitted unless the future zoning allows for it. Staff has encountered issues with other properties within the BP zone that are built to the maximum FAR and are surprised to find out that mezzanines cannot be added within the tenant spaces because they count as square footage.

In terms of design and materials, the exterior corrugated gray metal is practical for light industrial uses and intended to reduce maintenance. Projects within the BP zoning district only require review of exterior materials according to section 2.3.10.B.3. The DRC reviewed this project on December 9, 2020 and had no concerns with the materials and unanimously approved the design.

Phasing

Staff is supportive of the two-phased development. The applicant has stated they intend to commence construction on Phase I in the spring of 2023 and commence construction on Phase II in the spring of 2025. Generally with phased developments, the applicant has 3 years to submit a building permit between phases or the remaining unbuilt phases will expire. Staff has added the following condition of approval with regard to phasing:

- The applicant shall submit a building permit for Phase I within 3 years of Development Plan approval. Upon completion (i.e. Certificate of Occupancy/Completion) of Phase 1, a building permit for Phase II shall be submitted within 3 years.

Vehicular Access / Circulation

The proposed vehicular access will be an improvement compared to the existing vehicular access which is currently 150' of continuous curb cut off of Berger Lane. As proposed, the main vehicular access point for Phase I and II will be taken from Berger Lane via a two-way entry/exit. Two secondary driveways off Berger lane are proposed to access storage bays. In addition, a one-way exit onto Gregory Lane is proposed. While the three curb cuts on Berger Lane total over 80' in width, this meets the LDRs because this is within the allowed 40% curb cut rule which allows up to 88.5' of curb cut on Berger Lane. The main reason for the proposed amount of curb cut on Berger Lane is that large vehicles, including semi-trailers, will be accessing the site requiring ample space to maneuver and make deliveries.

Town Engineering has reviewed the site for compliance on travel widths, parking dimensions, etc., and has provided some feedback on certain aspects of the site that do not fully comply with the LDRs. For example, the length of the parallel parking spaces need to be 22' long and the one-way drive aisle needs to be 15' wide. There appears to be enough room to provide additional space so these comments can be addressed as part of the Development Plan submittal and do not pose any 'red flags' in the overall conceptual design.

Staff finds that, as conditioned, the proposed access and circulation plan meets the LDRs for Sketch Plan. In addition, the proposed circulation and access plan is appropriate for the larger industrial type vehicles that will frequent the site, especially as the circulation plan allows thru-traffic reducing the need to exit through the main entrance.

Parking

With regard to parking, staff finds that each phase provides sufficient parking to support the future parking demands of the site. Although a use permit for each tenant space has not been submitted, the applicant has designed the site/parking specific to light industrial uses. Light industrial uses require 1 space per 1,000 sq. ft. of floor area plus 1 per company vehicle. Uses that require additional parking will not be allowed unless the applicant can provide alternative solutions to meet the required parking.

For Phase I, assuming each of the 6 new tenant spaces and 1 existing tenant space has one company vehicle, the parking requirement would be 31 spaces. Currently the applicant is proposing 32 surface spaces which satisfies the requirement. In addition, each tenant bay may be used for company vehicle parking which adds 7 additional spaces bringing the total provided parking to 41 spaces. With regard to the 3 deed restricted housing units, they have no parking requirement because they are 100% shared with commercial uses per the LDRs. The applicant is however planning to designate 3 parking spaces directly to the south of the units to ensure guaranteed residential parking for at least 3 spaces.

For Phase II, assuming each of the 6 existing and 8 new tenant spaces has one company vehicle, the parking requirement would be 39 spaces. Currently the applicant is proposing 35 surface spaces. If you also include the spaces within each of the 14 tenant bays, the total provided parking comes to 49 spaces. Regarding the 3 deed restricted units, again these have no parking requirements because they are 100% shared with the commercial. In Phase II, the applicant plans to designate a 4th space for the residential to ensure guaranteed residential parking for 4 spaces.

Staff finds that the proposed parking plan meets the LDRs and is sufficient to meet the demands of the site. With that said, each tenant space will have its own use or business requiring individual review for parking and other requirements through the Basic Use Permit process. As the vacant tenant spaces become utilized, the owner will be responsible to balance the remaining parking in consideration of future uses. It is important to note that parking is provided assuming the uses will be light industrial, which is calculated at 1 space per 1,000 sq. ft. of floor area and 1 space per company vehicle. The amount of parking provided may limit future uses that are more intense in nature, such as heavy service/retail

which is an allowed use in the BP zone and requires 2 spaces per 1,000 sq. ft. of floor area + 3 spaces per repair bay + 1 space per wash bay.

Sidewalks

Although the LDRs currently do not require sidewalks in the BP zone, the applicant is proposing a detached sidewalk and attached landscape strip along Berger Lane. In addition, the applicant is proposing internal sidewalks that run adjacent to both commercial buildings and the residential units to encourage safe pedestrian circulation within the site. At this time sidewalks are not proposed on Gregory Lane. This is because sidewalks along Gregory Lane have already been approved through the 2019 SPET initiative allocating \$8,500,000.00 for improvements to Gregory Lane related to streets, storm-water and sewer infrastructure, and safe routes to school which includes sidewalks. At this time there are no designs for sidewalks nor is it known if sidewalks will be on both sides of the street or only on one side. Public Works has confirmed that their Capital Improvements Plan (CIP) has designs slated to start in Fiscal Year 2022. Due to the changing width of the Gregory Lane ROW, which is mostly substandard at 40' wide, it is likely that sidewalks will only be on one side of the street.

Affordable/Employee Housing

As part of Phase I, the applicant will be providing all of their required on-site housing to mitigate both phases. When this Sketch Plan application was submitted, the housing mitigation rates for commercial uses required that 3.111 units be provided on-site based on the existing 12,096 sf building (2.976 unit credit) minus the new two-phased development of 24,753 sf (6.084 unit requirement). In this application the applicant is proposing to build 3 on-site units: two 2-bedroom units restricted at 80-120% AMI and one studio/1-bedroom unit restricted at less than 50% AMI. The remaining 0.111 unit can be satisfied through a fee-in-lieu in the amount of \$39,485.40.

Effective on December 31, 2020, the Town Council approved Ordinance 1270 which reduced commercial housing requirements in half. The applicant was aware of this coming change and will likely revise their housing mitigation plan as part of the Development Plan submittal. The result is that the current 3.111 unit requirement will be reduced to 1.555 units and the applicant will only be required to build one on-site deed restricted unit and pay a fee for the 0.555 fraction. Because this Sketch Plan is conceptual in nature, the applicant does have the ability to modify their housing mitigation as part of the Development Plan submittal.

Planning Commission

The Planning Commission reviewed this item on December 2, 2020 and unanimously recommended approval as presented and conditioned. The Planning Commission asked some general questions about sidewalks and housing changes but had no objections or concerns over the project.

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

Staff Findings

Sketch Plan - Pursuant to Section 8.3.1 Sketch Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

- **Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.**

The proposed application is located in Character District #5 West Jackson, specifically Sub-area 5.2 Gregory Lane Area of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 5 as follows:

Common Value 1: Ecosystem Stewardship

Not Applicable.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Complies. Although this project is 100% commercial, the applicant will be required to provide three on-site deed restricted units and a fee in-lieu to mitigate for the commercial.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Complies. Staff finds that this development is important to the light industrial sector of Jackson's economy which furthers the intent of this policy.

Policy 4.2.c: Create vibrant walkable mixed-use subareas

Complies. Although no sidewalks are proposed with this project, the 2019 SPET initiative will fund several street improvements on Gregory Lane which include sidewalks and safe routes to schools.

Policy 4.3.a: Preserve and enhance stable subareas

Not Applicable

Policy 4.3.b: Create and develop transitional subareas

Complies. Staff finds that this development meets the above policy. This redevelopment will significantly improve site conditions such as storm-water, access and aesthetics. In addition, this project will provide new tenant spaces for industrial uses which are important to Jackson's economy.

Policy 4.4.b Enhance Jackson gateways

Not Applicable

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Not Applicable

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Not Applicable.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Complies. This development will provide several new tenant spaces that will serve local businesses, specifically those in the construction and industrial sector.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

Not applicable

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Not Applicable.

Staff finds that the project is consistent with all the applicable policies listed above from District 5 of the 2012 Comprehensive Plan.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 5.2 Gregory Lane Area which states as follows as the desired vision for the subarea:

This TRANSITIONAL Subarea will support the community goal of maintaining and promoting light industry uses to support the local economy while continuing to accommodate a significant amount of residential use. Light industrial development and redevelopment will be promoted, and bulk, scale and use allowances will first and foremost accommodate light industry uses. The current development pattern will be intensified to accommodate larger structures in more creative land use patterns, including live-work development. In the future, complete street improvements are desired but will need to be balanced with the need to accommodate large vehicle traffic. Livability enhancements through improved site and building design will be a goal but secondary to promoting light industry uses. Providing improved pedestrian/bike amenities to connect the existing and future resident populations with the surrounding Complete Neighborhood amenities will be a focus of improved livability. A third priority will be future improvements to Flat Creek, including the establishment of an appropriate setback to support the health of this natural feature for wildlife and residents.

Staff finds that the project is consistent with the described vision for subarea 5.2. The proposed project promotes light industrial uses, redevelopment, and larger scaled buildings which are consistent with the above description taken from the Comprehensive Plan.

- **Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.**

Not Applicable.

- **Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.**

Complies. Staff finds that the proposed use will have minimal impacts on public facilities such as transportation, potable water and wastewater facilities.

- **Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan.**

Complies. Staff finds the proposed development will comply with all other standards of the Land Development Regulations. In addition, the project is in compliance with all other Town Ordinances.

- **Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.**

Not applicable.

FISCAL IMPACT:

None.

STAFF IMPACT:

Staff impact was typical of a project this size which included research on the site, meeting with the applicant, review the proposal and writing this report. The total estimated time was 10-12 hours.

ATTACHMENTS OR LINKS:

- Department Reviews
- Applicant Submittal

SUGGESTED MOTION:

Based upon the findings as presented in the staff report and made by the applicant for a **Sketch Plan** (Item P20-185), I move to make findings 1-5 in Section 8.3.1.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with relevant LDRs & Town Ordinances; 5) Conformance with past permits & approvals, and to **approve** a Sketch Plan for a two-phased development for the property located at 1675 Berger Lane, subject to the departmental reviews and the following conditions:

- 1) At the time of Building Permit submittal the applicant shall provide a bond for 125% of the cost of landscaping.
- 2) The applicant shall submit a building permit for Phase I within 3 years of Development Plan approval. Upon completion (i.e. Certificate of Occupancy/Completion) of Phase 1, a building permit for Phase II shall be submitted within 3 years.
- 3) As part of the Development Plan submittal the applicant shall provide the livability checklist for the proposed deed restricted units.

PLANNING

Project Number	P20-185	Applied	10/6/2020	STOL
Project Name	Sketch Plan - 1675 Berger Lane	Approved		
Type	SKETCH PLAN	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	Berlin Architects	Owner	HOKE & CO., LLC & HOKE, ELIZAB	
Site Address		City	State	Zip
1675 BERGER LANE		JACKSON	WY	83001
Subdivision		Parcel No	General Plan	
M - B SUBDIVISION		22401606102003		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Building Kelly Sluder (10/12/2020 3:58 PM KS) All new structures must meet the current Building Codes adopted at the time of permit applications.	APPROVED W/CONDITI	10/7/2020	10/28/2020	10/12/2020	
Fire Kathy Clay (10/20/2020 10:37 AM CLAY) Phase I will bring occupants into a structure and will most likely trigger the addition of the associated life safety systems - all IBC construction with residential occupancy requires fire sprinkling; fire sprinklers, fire alarm, etc. Phase II building will require fire sprinkling due to size. As noted on page one, "both non-residential buildings will be fully fire sprinklered". I support the additional second egress.	APPROVED W/CONDITI	10/7/2020	10/28/2020	10/20/2020	
Joint Housing Dept Stacy Stoker (10/28/2020 1:40 PM SAS) All restricted units are required to comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations.	APPROVED W/CONDITI	10/7/2020	10/28/2020	10/28/2020	

The following shall occur prior to submittal for Building Permit:

1. The Livability Standards Questionnaire shall be completed and submitted to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram.
2. A letter from the Housing Department will be issued to the applicant stating whether the unit(s) are approved or whether there are required changes.
3. A Livability Standards Approval Letter is required to be submitted to the Planning Department along with submittal for Building Permit.

The following shall occur prior to issuance of Certificate of Occupancy:

1. The applicant or applicant's agent(s) shall attend a Compliance Conference with the Housing Department.
2. The Housing Department shall inspect the unit.
3. A restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the units/property. The applicant will be responsible for payment of recording fees.

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Legal Lea Colasuonno	NO COMMENT	10/7/2020	10/28/2020	10/28/2020	
Parks and Rec Steve Ashworth (10/28/2020 12:44 PM STOL)	NO COMMENT	10/7/2020	10/28/2020	10/28/2020	
No comments from P&R on P20-185-187. Thanks.					
Pathways Brian Schilling		10/7/2020	10/28/2020		
Planning Tyler Valentine (11/25/2020 9:58 AM TV)	APPROVED W/CONDITI	10/7/2020	10/28/2020	11/25/2020	
Please see staff report.					
Police Michelle Weber (10/14/2020 12:05 PM STOL)	NO COMMENT	10/7/2020	10/28/2020	10/12/2020	
No concerns from the police department, thank you! Michelle					
Public Works Brian Lenz	APPROVED W/CONDITI	10/7/2020	10/28/2020	10/29/2020	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(10/29/2020 5:38 PM BTL)					
SKETCH PLAN Comments – APPROVED with Conditions					
P20-185					
ADDRESS: 1675 Berger Lane					
OWNER: Hoke & Co, LLC					
APPLICANT: Berlin Architects, Scott Zabriskie					
10/29/2020					
Jeff Silliman and Brian Lenz, 733-3079					
DATE OF SUBMITTAL: 10/7/2020					
DATE OF MATERIALS: 10/2/2020 (Civil Plans)					
REVISION NO.:					

The engineering division has reviewed your application for a SKETCH PLAN submitted on and with application materials as dated above.

*The following comments are being provided for use in preparation of future applications and are required for sufficiency .

PROJECT SPECIFIC COMMENTS

1. LDR 6.2.5.D.1.b.iv: Parallel Parking Space. All parallel parking spaces shall have a minimum length of 22 feet. Parallel parking spaces are shown to be 20 ft in length. Please revise to be 22 ft.
2. LDR 6.2.C.4: Van accessible: One in every eight 8 disability spaces shall have an access aisle which is a minimum of 8 feet wide (rather than 5 feet) and shall be signed “Van Accessible.”
3. LDR 6.2.3.C: Parking Areas Shall Not Encroach: All parking spaces, aisles, and turning areas shall not encroach on any road or other public right-of-way. No parked vehicle shall encroach into any road or public right-of-way. The parking space at the south end of Phase I encroaches. Revise Plan.
4. LDR 6.2.5.B.6: Nonresidential Use Access Drive Width: Access drives to nonresidential uses shall have a minimum width of 15 feet for drives posted as one-way. The access to Gregory Lane is one way and needs to be revised to 15 feet. The adjacent parking isle shall be revised to not have direct access to Gregory Lane.
5. The Community Streets Plan recommends sidewalks on every street in this district. The recommended section for a 5 feet wide sidewalk is a 6 feet wide buffer zone. Revise plans to reflect this plan.
6. Provide a striping and signage plan, including the PROW with parking enforcement, red curb, etc.
7. Note that the statement in the Engineer’s report regarding the storm inlets on Berger Lane is inaccurate. These inlets connect to a storm line that drains south to Flat Creek.

TOJ CODE

1. A construction-staging narrative shall be submitted for review and approval with the Development Plan application.
2. Plans provided shall show all work to be completed within the Town’s right-of-way.
3. A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.

5.7 GRADING, EROSION CONTROL, AND STORMWATER

5.7.1 Grading Permit Required: Provide information on how the application will comply with this section, including the Geotechnical Report.

5.7.2 Grading Standards: Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks. Provide easements for grading proposed on adjacent properties.

5.7.3 Erosion Control Standards: Provide an erosion control plan that shows compliance with this section.

5.7.4 Stormwater Management Standards: Provide an erosion control plan that shows compliance with this section.

6.2 PARKING AND LOADING STANDARDS

6.2.2 Required Parking and Loading: Provide a plan that shows the proposed parking in compliance with this section. Include location and dimension of parking spaces, accessible spaces, including van accessible spaces, and bicycle parking. For uses that require deliveries, show the proposed loading facilities.



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: 1675 Berger Road
Physical Address: 1675 Berger Road
Lot, Subdivision: Lot 4, M-B Subdivision PIDN: 22-40-16-06-1-02-003

PROPERTY OWNER.

Name: Hoke & Co., LLC & Hoke, Elizabeth S. 201 Trust Phone: _____
Mailing Address: PO Box 130, Wilson, WY ZIP: 83014-0130
E-mail: bland.hoke@jhsir.com

APPLICANT/AGENT.

Name: Scott Zabriskie, Berlin Architects Phone: 307.733.5697
Mailing Address: PO Box 4119, Jackson, WY ZIP: 83001
E-mail: scott@berlinarchitects.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

☒ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

☒ Sketch Plan
_____ Development Plan
☒ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: P19-214 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: 3/5/20

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Property Owner or Authorized Applicant/Agent

Scott Zabriskie, Berlin Architects

Name Printed



10/1/2020

Date

Architect, Project Manager

Title

LETTER OF AUTHORIZATION

Horne = C. A. HALL "Owner" whose address is: Box 130
Winst, WY. 83014
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Horne = C. A., as the owner of property
more specifically legally described as: LOT 4 A-B Subdiv
PER P&A 375 - AKA 1625 ELEGANT Lk

(If too lengthy, attach description)

HEREBY AUTHORIZES BERLIN ARCHITECTS

as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MANAGING PARTNER

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)
COUNTY OF Teton)SS.

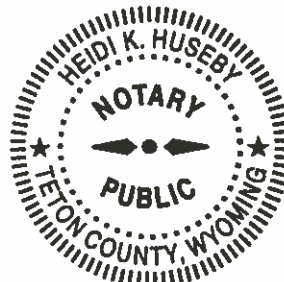
The foregoing instrument was acknowledged before me by Bland Horne this 22 day of August, 2019.

WITNESS my hand and official seal.

Heidi K. Huseby
(Notary Public)

My commission expires: 7/1/21

(Seal)





1675 Berger - Sketch Plan Development Program

PROJECT INFORMATION

Lot 4 of M-B Subdivision,
Town of Jackson, 1675 Berger Road
PIDN: 22-40-16-06-1-02-003
Lot Size: 1.386 Acres (60,374 sf)
Zoning: Business Park
Existing Building: 1 story, 12,096 sf
Existing Use: Light Industrial

General Note:

Commercial Buildings to have fire sprinkler protection per NFPA requirements

TOWN OF JACKSON APPLICABLE LDR's

REQUIREMENT

PROPOSED

$$\text{LSR (min)} .15 \times (60,374\text{sf}) = 9,082.3\text{sf}$$

Phase 1 (13,485sf) Phase 2 (12,889sf)

Setbacks = Street 20', Side 10', Rear 20'

Street 20', Side 10', Rear 20'

Height Limit (max) 35'

25' commercial, 25'-6" housing

Stories (max) 2

Phase 1 Housing (2 story)
Phase 1 Non-res (1 story + mezzanine)
Phase 2 Non-res (1 story)

FAR (max) .41 x (60,374sf) = 24,753sf

Phase 1 (.40) Phase 2 (.41)

Individual Bldg (gross flr area max) = 15,000sf

Phase 1 (11,993sf) Phase 2 (12,760sf)

Allowed Uses: Includes Light Industrial

Light Industrial + Affordable Housing

Use Permit Required: Basic Use Permit

Basic Use Permit

Affordable Housing: 000246 Units x SF

$$[(24,753\text{sf} - 12,096\text{sf existing bldg}) \times .000246 \text{ units/sf} = 3.111 \text{ units}]$$

Design Review Required exterior materials only

See Elevation Renderings

Site Development Setbacks (min)

0' (40% of lineal frontage curb cut allowed)

Complies - See Site Plan

Front setback parking allowed per LDR 2.3.10.E.2.b

Landscaping Plant Units Required

nonresidential: 1/1000sf of LSR area = 9.08

parking lot: $1/12$ spaces = 2.667 (phase 1)

$$= 2.916 \text{ (phase 2)}$$

Phase 1 (11.7 plant units) Phase 2 (12 plant units)

Fencing Height (max) –
Street yard 4',
Side or Rear yard 6'

Need planning department interpretation on height
in west setback. Will comply with requirements.

Exterior Lighting Standards

Will comply – request to defer until final
development plan submittal.

Steep Slope Standards

Not applicable

Signs

Defer until building permit submittal

Parking Requirement:
1 per 1000sf + 1 per company vehicle
1 disability spaces / 25
Shared parking with Housing – 100%

Phase 1 (32 spaces) Phase 2 (35 spaces)
2 disability spaces
100% shared parking between uses

1675 Berger Road – Sketch Plan Project Narrative

Description and Phasing

The 1.386 acre Business Park zoned site currently is occupied by an existing 12,096 sf single story lease building (light industrial use) dating from circa 1975.

The new development program is for a 2 phased implementation of additional light industrial use lease space, along with required affordable housing. Pre-application meeting (10/10/2019) and Neighborhood meeting (5/3/2020) were previously completed. This Sketch Plan review will be concurrent with DRC review and followed by Development Plan review, Grading Permit pre-application, and finally Building and Grading Permit applications.

An FAR of .41 allows for 24,753 sf of area on site (excluding affordable housing). Upon completing Phase 1, the FAR will be approximately .40. Phase 2 will achieve the full build-out of .41 allowed.

Phase 1 will include the addition of one new lease building (light industrial use) of 11,993 sf, and one new affordable housing building of 2,668 sf. The new lease building is currently planned to be able to accommodate 6 independent tenant spaces of approximately 1999 sf each. While the shell of the building will remain substantially unchanged, it is possible that minor adjustments to reduce door opening, etc. may be necessary. Depending on timing for identifying tenants, any necessary changes will be implemented along the way as is appropriate and manageable within the approval process. The existing lease building will be preserved and operated as-is until phase 2 occurs. At completion of phase 1, the combined area of existing and new light industrial use space will be 24,089 sf.

Phase 2 will involve demolition of the existing 12,096 lease building (light industrial use), to be replaced with a slightly larger new lease building (light industrial use) of 12,760 sf. At completion of phase 2, the total area of light industrial use space will be 24,753 sf.

The phasing time-line is anticipated as follows:

Achieve Final Development Plan Approval by Spring of 2022.

Obtain building permit and commence phase 1 construction by early Spring of 2023.

Phase 1 Construction Complete in Summer of 2024.

Anticipate Phase 2 building permit and Construction to commence in Spring of 2025.

Fire Protection

Both non-residential buildings will be fully fire sprinklered as required. The decision on fire sprinklering the residential building will be determined for final development plan, based on further analysis of cost and constructability.

Access

Primary vehicular access from Berger Road is proposed. A 62' semi-trailer truck loading location is shown on site adjacent to Berger Road. Curb cuts are designed within the allowed 40% curb cut allowance.

An existing but gated vehicle access does exist onto Gregory lane in the location where the site plan now proposes a vehicular single-lane exit-only access. This will facilitate good traffic flow on site for any oversized vehicles and is also preferred by the fire marshal to facilitate fire truck access and movement on site. The secondary exit improves safety. The exit lane will be signed "exit-only". Access from Gregory Lane is in compliance with the LDR's. Section 7.6.2.C.2 states that "Non-residential uses shall be permitted direct primary access to arterial or collector roads (except as provided in 7.6.2.D)." 7.6.2.D states that, "At least 300 feet shall separate access points on collector and arterial roads with posted speeds 35 miles per hour (mph) or more." As the entirety of Gregory Lane is a collector road posted below 35mph, the LDR's do permit this non-residential use access onto Gregory Lane. Furthermore, there is broad precedence with virtually every property that bounds Gregory Lane taking access from it. Town Planning previously noted no problem with such access.

Parking

Phase 1 will provide 32 parking spaces, meeting the requirement of 1 space per 1000sf + 1 space per company vehicle (25 + 7), including 2 disability spaces in compliance with LDR standards. Parking for the affordable housing is allowed as 100% shared per the LDR's. Phase 2 will provide a site total of 35 parking spaces (25 + 10), including a total of 2 disability spaces. Note that current proposed parking figures allow for more company vehicle spaces than are ultimately anticipated will be necessary. It is likely that tenants will lease more than one available space, resulting in fewer company vehicle spaces required. Currently the plan accommodates maximum possible need for phase 1 and 70% of maximum possible need for both phases. Limiting the number of total independent tenants to 10 would insure that all company vehicle parking needs are met.

Findings for Approval

The proposed 1675 Berger Road project:

1. "Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan"

The project supports the community goal of maintaining and promoting light industry uses to support the local economy and intensifies the current development pattern by offering larger structures that infill appropriately with intelligent site design, provide flexible use, contextual connectivity, scaled residential development, and that reinforces the Gregory Lane Transitional Subarea neighborhood desired use pattern over what has previously existed on site.

2. **Is not subject to the finding to** "Achieve the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable".

The property is not within either of these zoning overlays.

3. "Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities"

The project fits appropriately within the surrounding fabric of the neighborhood where existing public services and facilities infrastructure will predictably and readily support the expected use without undue expansion, and where anticipated higher tax revenue generated will beneficially and proportionally support those needs.

4. "Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan"

The proposed project complies with or exceeds LDR standards and Town Ordinances, and requests no variance.

5. "Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals"

The project is currently and will remain responsive to conditions and requirements of the town departments. The submittal documents include responses to comments from the town's Pre-application review. There are no matters of contention with the proposed project design.

Response to Town of Jackson Planning Department

(comments dated 10/16/2019 from PAP conference)

1. The LDR compliance checklist is included.
2. A complete housing mitigation plan is included with livability standards checklist, housing calculator and method for providing housing.
3. The first ADA parking space will be van accessible with 8' adjacent aisle. See site plan.
4. It is noted that no sidewalks along Gregory Lane is required at this time.
5. Internal sidewalks are indicated on the site plan for potential future connection to Gregory Lane sidewalk.
6. A vehicular movement plan for a 62' trailer truck is shown on the site plan. Required signage will be addressed at Development Plan submittal.
7. Compliant setbacks per discussions with planning are indicated on the site plan.
8. Trash enclosure, snow storage and bike parking are indicated on the site plans.
9. A signage plan will be forthcoming at a later stage (development plan or building permit application. Any signage indicated on these Sketch Plan documents are for conceptual consideration only, not for approval.
10. In accordance with the LDR's all parking is allowed to be 100% shared between uses. If the final parking demand, based on the number of independent tenants identified later, allows for a reduction of spaces needed for the commercial space, then parking spaces could possibly be designated (signed) for the housing units adjacent to their units. It may be possible to restrict the use of the designated spaces to "residents only" between the hours of 5pm-8am M-F or some other appropriate time interval.

Neighborhood Meeting Summary (meeting held 5/3/2020)

Six adjacent neighbors attended along with Padgett Hoke (owner representative) and myself (Scott Zabriskie, Berlin Architects). There were no noteworthy objections. There was a warning from a couple neighbors about suspected old abandoned water lines possibly connected to adjacent property owner wells that have apparently been leaking for a very long time, resulting in some surface water and poor drainage at various periods of the year in the northeastern section of the lot. We noted that some remediation of the existing buried lines may be necessary during phase 1 construction.

The owner of Bison Lumber to the north of the property warned about noise from early morning lumber yard operations, and cautioned us that they will not be receptive to complaints in the future from housing tenants located along that boundary. We have since re-evaluated and concluded that, despite noise concerns, there are no better alternatives for locating the affordable housing. We wonder if planning staff could address for us, whether there are any standard restrictions on the hours of noise generating operations in the neighborhood. If not we will take whatever measures within our means through design to help mitigate the inherent problem of mixing industrial and residential use within the neighborhood.

1675 BERGER LANE PROJECT SKETCH PLAN SUBMITTAL ENGINEERING REPORT

Prepared by:



**Project: 19-300-02
OCTOBER 2020**

ENGINEERING REPORT

1. Introduction

This engineering report provides the basis for design and addresses the engineering related issues for the proposed multi-use development at 1675 Berger Ln. The existing site contains a single 12,000 sqft structure that is the current location of Century Link telecommunications. The remainder of the lot is mostly asphalt with a landscape area on the west side of the lot. The power & communication utilities within the lot are buried services. Water & sewer facilities are provided to the property through Town of Jackson (TOJ) systems.

2. Water System

The site is bordered on two sides by TOJ Water System Facilities. The TOJ has an 8-inch water main in Gregory Lane, and an 8-inch main in Berger Lane.

To verify the existing water facilities are sized adequately, proposed water flow for both domestic and fire supply, were estimated for the development. Due to the schematic nature of the development programming, conservative estimates were utilized. Assumptions on use based on the proposed programming of the development are included in the Appendix along with flow projection calculations. Automatic fire sprinkler systems are planned for all three structures. The largest known sprinkler zones are in the Phase I Light Industrial Building, so this zone area was utilized for Phase I and Phase II fire flow rates. Fire flow requirements were calculated using NFPA 13, along with predicted programming of the facility. Based on the stated assumptions and estimations, the estimated water flows are listed in the table below.

	Peak Domestic Flow (GPM)	Required Fire Flow (GPM)
Phase I (Flows in Addition to Existing Structure)	96	610
Phase II (Total Development Flows)	108	610

The Phase II fire flow, which estimates for the total development's flow requirement, was simulated in the TOJ Water Model. Our model run assumed the use of 500 gpm from the two neighboring hydrants on Gregory and Berger Lane as well as the required property fire flow for the building sprinklers. Results of the modeling are included in the Appendix, which indicate that residual pressure within the water system at adjacent fire hydrants never dropped below 20 psi during a fire flow scenario, meeting Wyoming Department of Environmental Quality (WYDEQ) requirements.

Using the projected fire flow demands to the structures, the water service supplying the development will need to be a 6-inch pipe. To comply with the TOJ's conventional practice that a single development be supplied through one location, it is assumed that from the single connection point, a private water main will be constructed within the property to serve the 3 separate buildings. Due to space limitations and DEQ separation of water & sewer issues

created by the existing building during Phase I use, a new service tap will be placed on the water main at Gregory Lane. This tap will serve the Work Force Housing building and the Phase I Light Industrial Building in Phase I. During Phase II construction, the 6" service will be continued to the Phase II Light Industrial Building. Each building will be metered separately. All proposed water system modifications are indicated on the Phase I & Phase II proposed utility plans located in the Appendix.

3. Sewer System

As can be noted from the existing site drawing located in the Appendix, there is an existing TOJ sewer main which runs east/west in Berger Lane. The existing service does not appear to enter the sewer main at a manhole based on the surveyed utility information and the lower wastewater generation of the existing building. It is anticipated that the existing service connection will be abandoned and a new manhole and service connection will be installed.

To size the proposed sewer piping, the same assumed development programming was utilized as with the water system. Because there is little irrigation demand on the property, it can be assumed that the peak water and peak sewer demands will be close to equal. Based on calculations, included in the Appendix for the water demands, the peak hourly sanitary sewer flow for the total development was estimated to be 108 gpm. Using this flow and assuming minimum pipe slopes, a 8-inch gravity pipe will be adequate to serve the development. If an increased slope will meet required pipe bury depth, a 6-inch gravity pipe may be utilized. Phase II connections will be tapped into the installed main at the time of Phase II facility construction. The proposed utility plan located in the Appendix indicates the changes to the sanitary sewer system.

4. Wire Utilities and Gas

Power and communication facilities are readily available throughout the area and to this specific location. There are existing power and communication facilities which have points of connection at the southwest corner of the lot. Service routes will require re-routing according to the changes indicated on the utility plans in the appendix.

An existing gas line does not currently service the property. A new gas line will be connected to the existing gas main in Gregory lane. The proposed utility plan in the appendix indicates the point of connection for the gas line.

5. Drainage and Stormwater

Proposed development of the site is much like the existing conditions in terms of impervious area on the site. Stormwater calculations indicated that the expected release of the proposed development is equal to the calculated release of the existing development. Based on TOJ regulations, the proposed development is required to retain any additional runoff above and beyond the existing conditions, so no stormwater detention is required by regulation. There is no existing storm sewer infrastructure adjacent to the property, so it is assumed that the current stormwater inlets in Berger Lane function as dry wells and percolate stormwater.

Even though detention is not required per regulations, as indicated in the calculations included in the appendix, a stormwater storage facility is proposed on site as a pipe & rock trench drain. Quantities of stormwater storage are indicated on the plans and in the calculations. Stormwater detention may be provided to limit runoff release to pre-existing site conditions.

Stormwater infrastructure installed in Phase I will be sized to accommodate all future development. Phase II will not require modifications to the stormwater conveyance or storage systems.

6. Streets and Access

The main entrance to the development will be off of Berger Lane. An additional one-way drive, for exit only, will exit onto Gregory Lane. The fire department has indicated that a second egress is preferable for Fire Department use. Kathy Clay indicated that for a one-way drive, a 10-foot wide drive with appropriate turn radii would be acceptable for fire department use. Fire Department access lanes and turnarounds are indicated on the Phase I and Phase II parking plan exhibits, which are included in the Appendix. Fire department connections will be placed on the street side of each structure. Additionally, knock boxes will be provided for each structure.

Parking spaces and aisle widths meet TOJ regulations. Space dimensions and aisle widths are indicated on the parking plans, which are included in the Appendix.

An area for truck loading & unloading is also currently proposed. A WB-62 truck was determined to be the largest design vehicle suited for regular access to the site. Turn movements for a WB-62 design vehicle are included on the parking plans included in the Appendix.

7. Soils

A geotechnical investigation was performed by Nelson Engineering in May 2020. This report noted that swampy deposits were prevalent near the top of the soil profile in all test pits. At depths below 3' to 4.5', coarse-grained and well-graded flood plain deposits consisting of silty gravel with sand and cobbles were observed to the bottom of the test pits.

No groundwater was observed during the site investigation, but signs of historical high groundwater were present as high as 3' below ground surface. Monitoring wells were installed to allow for future groundwater observation and monitoring.

8. Snow Storage

Snow removal will be required within the driveway areas of the site. These paved and concrete areas on site total approximately 22,750 sqft. Using the TOJ snow storage requirement that states storage area equal to 2.5% of the parking area needs to be provided, 570 sqft of snow storage will be required. This area is easily accommodated on site as indicated by the snow storage locations identified on the parking plans, which can be found in the Appendix.

9. Additional Comments

Some additional comments were included in department reviews. The following bullets address select comments that were not previously discussed:

- A construction staging/phasing plan & narrative will be included in later submittals.
- Backflow devices and meter locations for the water service will be indicated in later submittals.
- An irrigation system design will be included in later design submittals.
- Complete grading & erosion control plans will be included with the GEC application.
- Work to be completed in the Town's right-of-way will be specifically addressed in later design submittals.

APPENDIX

WATER AND SEWER DEMANDS

Domestic Water Flows

Wastewater flows assumed to match domestic water demand due to minimal landscape areas

Description of Improvements:

See attached sheet for anticipated fixture counts

Estimating Domestic Max. Demand

*Calculations are based on methods outlined in the AWWA, "Sizing Water Service Lines and Meters" manual.

Domestic Water Demand for Facility Given Specified Fixtures

Assume Average Residential Fixture Value (AWWA M2)

Fixture Type	Fixture Value Based on 35 psi at Meter Outlet	Number of Fixtures	Fixture Value
Bathtub	8	3	24
Combined Sink & Tray	3		0
Drinking Fountain (cooler)	1		0
Drinking Fountain (public)	2		0
Kitchen Sink (1/2" connection)	3	3	9
Kitchen Sink (3/4" connection)	7		0
Lavatory (3/8" connection)	2		0
Lavatory (1/2" connection)	4		0
Laundry Tray (1/2" connection)	3		0
Laundry Tray (3/4" connection)	7		0
Shower Head (shower only)	4		0
Service Sink (1/2" connection)	3		0
Service Sink (3/4" connection)	7		0
Urinal (pedestal flush valve)	35		0
Urinal (wall or stall)	12		0
Urinal (trough, 2-ft unit)	2		0
Wash Sink (each set of faucets)	4	9	36
Water Closet (flush valve)	35		0
Water Closet (tank type)	3	9	27
Dishwasher (1/2" connection)	5	3	15
Dishwasher (3/4" connection)	10		0
Washing Machine (1/2" connection)	5		0
Washing Machine (3/4" connection)	12		0
Washing Machine (1" connection)	25	3	75
Hose Connections 1/2" (wash down)	6		0
Hose Connections 3/4" (wash down)	10		0
Hose 1/2" (50ft length - wash down)	6		0
Hose 5/8" (50ft length - wash down)	9		0
Hose 3/4" (50ft length - wash down)	12		0
Irrigation	3		0
Total Fixture Units			186

Base on Fixture Count of 186 using the upper line in Fig. 4.4 for a public building the estimated Maximum Water Demand is 60 gpm at 35 psi

32

-sizing water service lines and meters

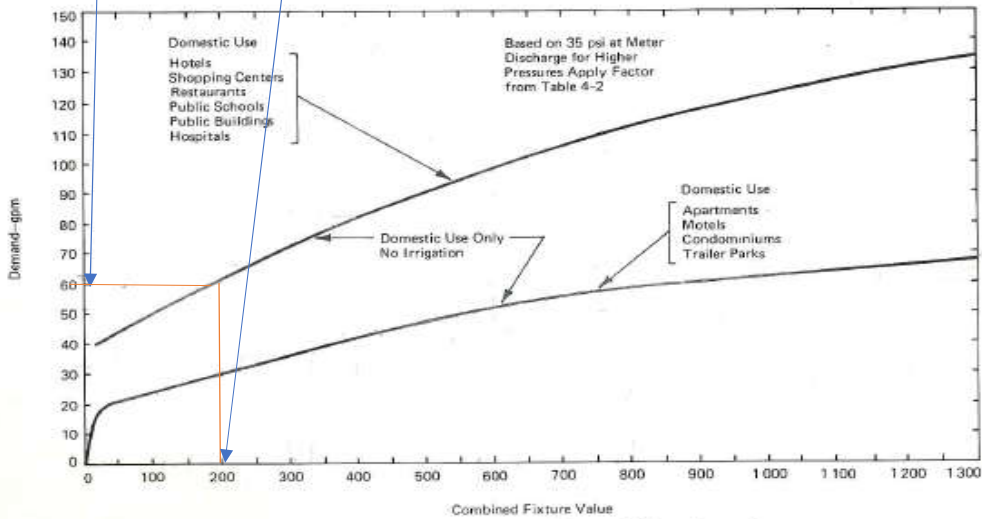


Fig. 4.4. Water-Flow Demand per Fixture Value—Low Range

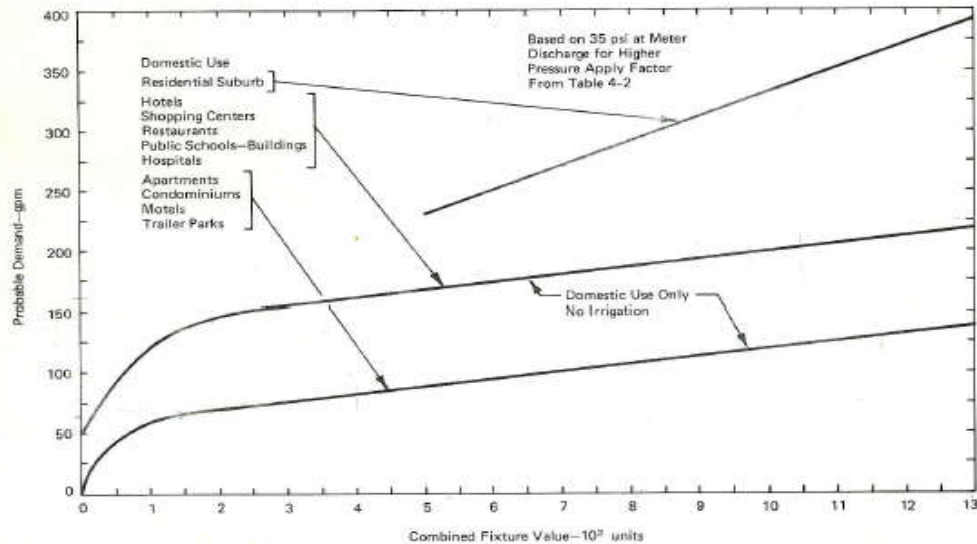


Fig. 4.5. Water-Flow Demand per Fixture Value—High Range

detailed lists of fixtures before estimates can be prepared. If the structure is in the planning stage, the mechanical engineer or architect is the best source of information, and, if construction is underway, the plumbing contractor or the building permits section of the city will have the information. Field trips by the estimator are often necessary to assist the customer as well as to properly assess the project when

Calculate Demands Based on Estimated System Pressure

Est. Max. Demand	60	gpm	
Pressures at Nearest Meter	89	psi	(Estimated)
Elevation at Meter	6115	ft	(Estimated)
Elevation of 2nd Floor	6135	ft	(Estimated)
Static Pressure at 2nd Floor	80	psi	(without minor losses)

Table 4.2 (for pressures other than 35 psi)

Design Pressure	Factor
20	0.74
30	0.92
35	1
40	1.07
50	1.22
60	1.34
70	1.46
80	1.57
90	1.68
100	1.78

For Pressures Deviating from 35 psi

Est. Pressure (psi)

80

psi

Demand @ Est Pressure

95

gpm

Max Demand/flow

Domestic Water Flows

Wastewater flows assumed to match domestic water demand due to minimal landscape areas

Description of Improvements:

See attached sheet for anticipated fixture counts

Estimating Domestic Max. Demand

*Calculations are based on methods outlined in the AWWA, "Sizing Water Service Lines and Meters" manual.

Domestic Water Demand for Facility Given Specified Fixtures

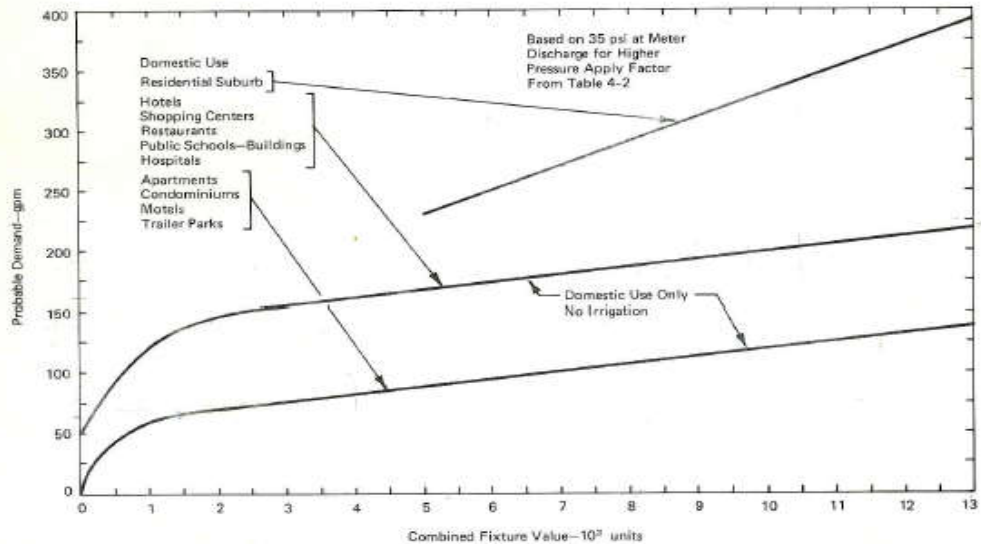
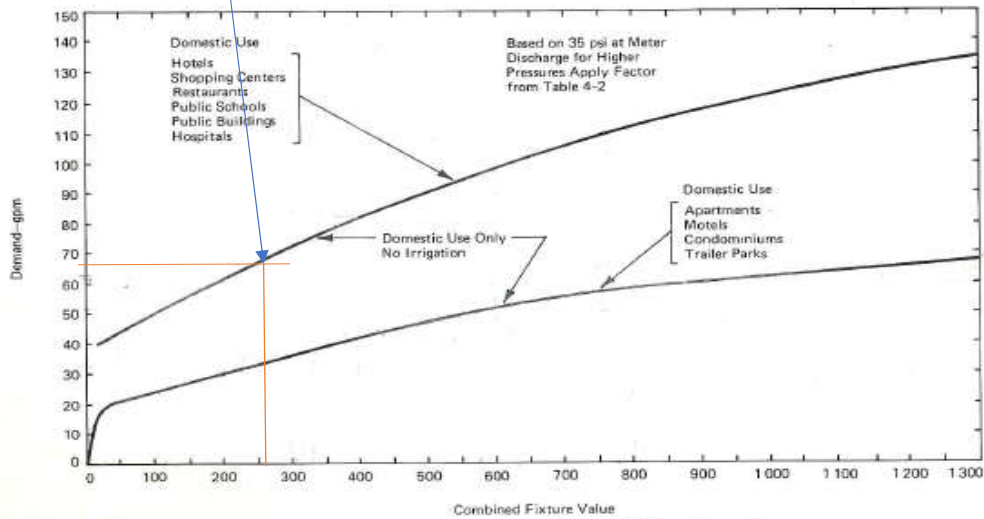
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Fixture Type	Fixture Value Based on 35 psi at Meter Outlet	Number of Fixtures	Fixture Value
Bathtub	8	3	24
Combined Sink & Tray	3		0
Drinking Fountain (cooler)	1		0
Drinking Fountain (public)	2		0
Kitchen Sink (1/2" connection)	3	3	9
Kitchen Sink (3/4" connection)	7		0
Lavatory (3/8" connection)	2		0
Lavatory (1/2" connection)	4		0
Laundry Tray (1/2" connection)	3		0
Laundry Tray (3/4" connection)	7		0
Shower Head (shower only)	4		0
Service Sink (1/2" connection)	3		0
Service Sink (3/4" connection)	7		0
Urinal (pedestal flush valve)	35		0
Urinal (wall or stall)	12		0
Urinal (trough, 2-ft unit)	2		0
Wash Sink (each set of faucets)	4	17	68
Water Closet (flush valve)	35		0
Water Closet (tank type)	3	17	51
Dishwasher (1/2" connection)	5	3	15
Dishwasher (3/4" connection)	10		0
Washing Machine (1/2" connection)	5		0
Washing Machine (3/4" connection)	12		0
Washing Machine (1" connection)	25	3	75
Hose Connections 1/2" (wash down)	6		0
Hose Connections 3/4" (wash down)	10		0
Hose 1/2" (50ft length - wash down)	6		0
Hose 5/8" (50ft length - wash down)	9		0
Hose 3/4" (50ft length - wash down)	12		0
Irrigation	3		0
Total Fixture Units			242

Base on Fixture Count of 242 using the upper line in Fig. 4.4 for a public building the estimated Maximum Water Demand is 68 gpm at 35 psi

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SIZING WATER SERVICE LINES AND METERS



detailed lists of fixtures before estimates can be prepared. If the structure is in the planning stage, the mechanical engineer or architect is the best source of information, and, if construction is underway, the plumbing contractor or the building permits section of the city will have the information. Field trips by the estimator are often necessary to assist the customer as well as to properly assess the project when

Calculate Demands Based on Estimated System Pressure

Est. Max. Demand	68	gpm	
Pressures at Nearest Meter	89	psi	(Estimated)
Elevation at Meter	6115	ft	(Estimated)
Elevation of 2nd Floor	6135	ft	
Pressure at 2nd Floor	80	psi	

Table 4.2 (for pressures other than 35 psi)

Design Pressure	Factor
20	0.74
30	0.92
35	1
40	1.07
50	1.22
60	1.34
70	1.46
80	1.57
90	1.68
100	1.78

For Pressures Deviating from 35 psi

Est. Pressure (psi)

80

psi

Demand @ Est Pressure

108

gpm

Max Demand/flow

FIRE FLOW ANALYSIS

Fire Spinkler Flows

Hazard Classification

Ordinary Hazard (G2) Occupancies

Building Area:

Phase 1 Units 1-6 Total Area	12,000	
Largest Zone Area for Phase 1 Unit	2,000	
Phase 1 Housing Units 1-3 Total Area	2,700	
Largest Zone Area for Phase 1 Housing Unit	1,000	
Phase 2 Units 7-14 Total Area	13,000	
Largest Zone Area for Phase 2 Unit	1,600	

Minimum Flow for Hose Connection 250 gpm per NFPA 13, Table 1'

Utilize Early Suppression Fast-Response Sprinklers (ESFR) per Section 4-4.6

Actual Design Area	2,000 Largest Zone OH-2
Required Density	0.18 gpm/sf per NFPA 13, Figure 4-4.6
Sprinkler Demand	360 gpm
Required Flow (sprinkler and hose)	610 gpm
Static Pressure at Fire Sprinklers	80 psi @ design height (Estimated)

Summary of Hydraulic Model Results				
Berger Ln Development				
WaterCAD V8i - Town of Jackson 2020 model				
Deloney Street Fire Flow				
Location	Static Pressure	Fire Flow Demand	Residual Pressure	Junction Label
	<u>psi</u>	<u>gpm</u>	<u>psi</u>	
Hydrant on Gregory Ln between Berger and Martin	89	500	62.6	J-400
Point of connection. Estimated Fire Sprinkler Elevation	80	610	51.2	J-402
Hydrant on Berger Ln between Gregory and Carol	89	500	62.2	J-254

STORMWATER CALCULATIONS

1675 Berger Lane

19-300-02
10/2/2020
FPD

1675 Berger Lane - Light Industrial Development STORMWATER MANAGEMENT CALCS

CALCULATION SUMMARY					
DRAINAGE AREA	Area(sqft)	UNDISTURBED CONDITION FLOW (CFS)	POST-DEVELOPMENT FLOW (CFS)	RELEASE RATE (CFS)	DETENTION SIZE (cuft)
Existing Conditions	60548	0.35	3.05	n/a	n/a
Phase I	60548	0.35	3.05	0.350	1782
Phase II	60548	0.35	3.05	0.350	1785

**1675 Berger Lane
Stormwater Calculations**

19-300-02
10/2/2020
FPD

PRE-DEVELOPMENT: Undisturbed Condition

PERVIOUS	
PARKING LOT AREA (FT^2)	60548
C-VALUE =	0.2
S (AVG) =	0.28%
L (ft) =	169
tc (min) =	32.3

$t_c = 1.8(1.1 - C)L^{.5}/S^{.3333}$, (Corps of Eng. Eqn.)

Total Time of Conc., Tc = 32 min
Composite Cc = 0.20
Total Area, At = 60548 ft^2

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, Tc (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

$$Q_{Exist} = C_c * I * A_t / (43560)$$

where,
 Composite Cc = 0.20
 Intensity, I = 1.26 in/hr at Td = 7 min (TABLE 4920.B)
 Total Area, At = 60548 ft^2

Existing Flow Rates, Q_{Exist} (cfs) = 0.35 cfs at tc= 7 min

1675 Berger Lane
Stormwater Calculations

19-300-02
10/2/2020
FPD

EXISTING CONDITIONS:

EXISTING STRUCTURE	
ROOF AREA (FT^2)	12034
C-VALUE =	0.9

EXISTING PARKING LOT	
PARKING LOT AREA (FT^2)	40224
C-VALUE =	0.9
S (AVG) =	0.28%
L (ft) =	169
t _c (min) =	7.2

t_c = 1.8(1.1 - C)L^{0.5}/S^{0.3333}, (Corps of Eng. Eqn.)

EXISTING PERVIOUS	
LAWN AREA (FT^2)	8290
C-VALUE =	0.2

Total Time of Conc., T_c = 7 min
Composite C_c = 0.80
Total Area, A_t = 60548 ft²

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, T _c (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

$$Q_{\text{Exist}} = C_c * I * A_t / (43560)$$

where,
 Composite C_c = 0.80
 Intensity, I = 2.73 in/hr at T_d = 7 min (TABLE 4920.B)
 Total Area, A_t = 60548 ft²

Existing Flow Rates, Q_{Exist} (cfs) = 3.05 cfs at t_c = 7 min

**1675 Berger Lane
Stormwater Calculations**

19-300-02
10/2/2020
FPD

PHASE I DEVELOPMENT:

LANDSCAPE AREA CALCULATIONS	
LAWN AREA (FT^2)	14545
C-VALUE =	0.2

BUILDING CALCULATIONS	
EXISTING STRUCTURE AREA (FT^2)	12034
PH1: WORKFORCE HOUSING	1615
PH1: LIGHT INDUSTRIAL BUILDING	9600
C-VALUE =	0.9

PAVEMENT CALCULATIONS	
PH 1 PAVEMENT	22754
C-VALUE =	0.9
S (AVG) =	2.00%
L (ft) =	80
tc (min) =	2.56

tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

Total Time of Conc., Tc = 5.0 min
Composite Cc = 0.73
Total Area, At = 60548 ft^2

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, Tc (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

$Q_f = C_c * I * A_t / (43560)$
 where,

Composite Cc = 0.73
 100 YR Intensity, I = 3.00 in/hr at Td = 5 min (TABLE 4920)
 Total Area, At = 60548 ft^2

Final Flow Rate, Qf (cfs) = 3.05 cfs at tc = 5 min

**1675 Berger Lane
Stormwater Calculations**

19-300-02
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FPD

BASIN SIZING:

Target Detention Release Flow
Q=

0.35 cfs

TABLE 1

DURATION, T _d (min)	100 yr INTENSITY, I (in/hr)	Design Flow, Q _d (ft ³ /s)	Design Storage Volume, V _d (ft ³)
2	3.40	3.461	279
3	3.27	3.324	441
4	3.13	3.188	588
5	3.00	3.052	718
7	2.73	2.779	928
8	2.60	2.643	1009
9	2.46	2.507	1074
10	2.33	2.370	1123
15	1.9	1.933	1339
20	1.65	1.678	1511
25	1.48	1.500	1645
30	1.30	1.322	1673
40	1.08	1.099	1725
50	0.95	0.966	1782
60	0.82	0.634	976
70	0.74	0.553	813
90	0.61	0.421	363

TABLE 1 EQUATIONS:

$$Q_d = C_c \cdot I \cdot A_d / (43560)$$

$$V_d = (Q_d - Q_i) \cdot (((T_d - T_c) + ((Q_d - Q_i) / Q_d) \cdot T_c) \cdot 60)$$

Storage Volume Required:

1782 ft³

**1675 Berger Lane
Stormwater Calculations**

19-300-02
10/2/2020
FPD

PHASE II DEVELOPMENT:

LANDSCAPE AREA CALCULATIONS	
LAWN AREA (FT^2)	14483
C-VALUE =	0.2

BUILDING CALCULATIONS	
PH2: LIGHT INDUSTRIAL BUILDING	12800
PH1: WORKFORCE HOUSING	1615
PH1: LIGHT INDUSTRIAL BUILDING	9600
C-VALUE =	0.9

PAVEMENT CALCULATIONS	
PH 1 PAVEMENT	22050
C-VALUE =	0.9
S (AVG) =	2.00%
L (ft) =	80
t _c (min) =	2.56

t_c = 1.8(1.1 - C)L^{0.5}/S^{0.3333}, (Corps of Eng. Eqn.)

Total Time of Conc., T_c = 5.0 min
Composite C_c = 0.73
Total Area, A_t = 60548 ft²

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, T _c (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

Q_f = C_c*I*A_t/(43560)
 where,

Composite C_c = 0.73
 100 YR Intensity, I = 3.00 in/hr at T_d = 5 min (TABLE 4920)
 Total Area, A_t = 60548 ft²

Final Flow Rate, Q_f (cfs) = 3.05 cfs at t_c = 5 min

**1675 Berger Lane
Stormwater Calculations**

19-300-02
10/2/2020
FPD

BASIN SIZING:

Target Detention ReleaseFlow
Q= 0.35 cfs

TABLE 1

DURATION, T _d (min)	100 yr INTENSITY, I (in/hr)	Design Flow, Q _d (ft ³ /s)	Design Storage Volume, V _d (ft ³)
2	3.40	3.464	279
3	3.27	3.328	442
4	3.13	3.191	588
5	3.00	3.055	718
7	2.73	2.782	930
8	2.60	2.645	1011
9	2.46	2.509	1075
10	2.33	2.373	1124
15	1.9	1.935	1340
20	1.65	1.680	1513
25	1.48	1.502	1647
30	1.30	1.324	1675
40	1.08	1.100	1728
50	0.95	0.967	1785
60	0.82	0.635	979
70	0.74	0.554	816
90	0.61	0.421	366

TABLE 1 EQUATIONS: $Q_d = C_c \cdot I \cdot A_d / (43560)$

$$V_d = (Q_d - Q_i) \cdot (((T_d - T_c) + ((Q_d - Q_i) / Q_d) \cdot T_c) \cdot 60)$$

Storage Volume Required: 1785 ft³

1675 Berger Lane
Phase I & II
Stormwater Subsurface Storage Disposal Sizing

19-300-02
10/2/2020
FPD

Volume Required:

100 yr storm,
Q(release)=0.35 cfs

1800 cu. ft.
13,464 Gal

A) Check Trench Drain Req'd Storage Volume:

West Trench Drain:

	Storage Area (cft/LF)
36" dia Pipe	7.1
Rock (4.0x5.5)	5.0
	12.0 cft/ LF
Min Req'd Pipe / Drain Rock Trench Length	127.0 LF for Storage

North Trench Drain:

	Storage Area (cft/LF)
12" dia Pipe	0.8
Rock (4.0x2)	2.4
	3.2 cft/ LF
Min Req'd Pipe / Drain Rock Trench Length	84.6 LF for Storage

B) Check Trench Drain Req'd Perc Rate for calculated Volume:

West Trench Drain:

Perc Area (4'x5.5' Trench)	13.5	sqft/LF
Perc Rate (20 min/in)	44.88	gpd/sqft
Factor Safety	5.5	F.S.
Adjusted Perc Rate	8.2	gpd/sqft
Perc Volume	13,995	gal/day

North Trench Drain:

Perc Area (4'x2' Trench)	8.0	sqft/LF
Perc Rate (20 min/in)	44.88	gpd/sqft
Factor Safety	5.5	F.S.
Adjusted Perc Rate	8.2	gpd/sqft
Perc Volume	5,525	gal/day

Total Perc Volume: 19,520 gal/day

C) As-Designed System Storage Volume

	Unit Volume (cft/LF)	Qty (LF)	Storage Volume (cft)
Trench Drain Storage (West)	12.0	140.0	1686
Trench Drain Storage (North)	3.2	40.0	128
Site Detention			0.00
Total Storage Volume			1814

1675 Berger Road – Affordable Housing Information

Affordable Housing Requirement

The total build-out area less the existing building area multiplied by the appropriate ratio of required housing units per square foot $[(24,753\text{sf} - 12,096\text{sf existing bldg}) \times .000246 \text{ units/sf}]$ results in 3.111 units required. The required units are broken down as follows per the LDR's:

- One unit would be an affordable rental restricted for a qualifier making less than 50% of Family Median Income. This unit will be a 1 bedroom unit of 694 sf habitable and 46 sf non-habitable for a total of 740 sf.
- Two units will each be an affordable rental restricted for qualifiers making above 80% up to 120% of Family Median Income. These units will each be 2 bedroom units of 918 sf habitable and 46 sf non-habitable for a total of 964 sf.

Method for Providing Required Housing

3.11 Units are required.

3 new units will be constructed on site.

Payment of an in-lieu fee will be made for the .111 fraction of a unit unbuilt.

Affordable Housing Phasing Plan

All of the required housing for both phases will be constructed during Phase 1. This will benefit the community by having roughly twice as much affordable housing as what is required prior to Phase 2 completion.



Jackson/Teton County Affordable Housing Checklist - Housing Mitigation Plan (LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒
If yes, explain and refer to the proper LDR _____

2. Are there credits associated with your development? Yes ☒ No ☐ If yes, explain where the existing credits came from, provide the calculation, and refer to the proper LDR. _____
There is an existing building and use of 12,096sf from circa 1975. No employee generating
development is created in replacing the "Existence" use with the same use. Ref: LDR 6.3.2.A.1

Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (LDR section 6.3.3.B)? Yes ☐ No ☒
If yes, provide the calculation according to 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☐ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

Housing Mitigation Requirements Calculator. If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. The calculator can be found at this link: www.jacksonwy.gov/200/Planning Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

- ☒ I have attached a copy of the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

Type of Affordable Housing Provided – Standard Restrictions. (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms?
Please complete the matrix below:

Bedrooms	0 – 50%	50% - 80%	80% - 120%	Workforce	Ownership or Rental
1-bedroom	1				
2-bedroom			2		
3-bedroom					

Special Restriction. The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link:
www.tetonwyo.org/1856/Deed-Restriction-Templates .



I have attached a draft of the Standard Restrictions for each unit.

Livability Standards (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link:
www.tetonwyo.org/1332/Housing-Rules-and-Regulations .



I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

Method for Providing Required Housing (LDR 6.3.5):

One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).



I have attached a detailed explanation of my proposed method of providing Required Housing.

Phasing Plan (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.



I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: LocationTown of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tennant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Light Industry	0.000246*sf	0	12,096	1	2.973

Existing Workforce Housing Credit2.973

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Light Industry	0.000246*sf	0	24,753	1	6.084

Affordable Workforce Housing Required:3.111 unitsFee-in-Lieu Amount:n/a

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the Unit Type Sheet.



Livability Standards Questionnaire

Housing Mitigation Plan

Development Name 1675 Berger Road

Physical Address 1675 Berger Road

Owner Name Hoke & Co., LLC & Hoke, Elizabeth S. 201 Trust

Owner Phone _____ E-mail bland.hoke@jhsir.com

Applicant/Agent Name Berlin Architects / Scott Zabriskie

Applicant/Agent Phone 307.733.5697 E-mail scott@berlinarchitects.com

Primary Contact: _____ Owner _____ Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type: D1

Number of bedrooms 2 Square Feet 918 Ownership ☐ Rental ☒

Kitchen

Lineal feet of base cabinets 12'-6" Lineal Feet of upper cabinets 9'-0"

Continuous Lineal feet of countertops 12'-6" Countertop Material Laminate

Sink width 30" Range/Oven width 32"min Refrigerator cubic feet 23

Dishwasher width 24" Garbage Disposal? Yes ☒ No ☐

List other appliances provided _____

List Warranties on appliances (years): Range/Oven 1min Refrigerator 1min Dishwasher 1min

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _____ Does at least one bathroom contain the following?

Toilet ☒ Bathtub ☒ Shower ☒ Sink ☒

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided 3' wide by 2' deep vanity cabinet with sink = 6 sqft of storage.

Closets and Storage Areas

Does each bedroom have a closet? Yes ☒ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☒ No ☐

Bedroom closet width: bedroom 1 6'-0" bedroom 2 6'-0" bedroom 3 _____

Bedroom closet height: bedroom 1 8'-0" bedroom 2 8'-0" bedroom 3 _____

Does the entryway have a closet? Yes ☒ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided _____

Linen closet width: Linen closet 1 3' Linen closet 2 NA

Additional storage square feet 40

Describe how additional storage requirement is being met Outdoor unheated enclosed storage room from porch

Closet door type (doors not required on interior storage) Swinging, bifold, and sliding

Are all closets a minimum of 26 inches deep? Yes ☒ No ☐

Floor Coverings

Describe floor covering material:

Living room CARPET Bedroom(s) CARPET

Kitchen VINYL OR LINOLEUM Bathroom(s) VINYL OR LINOLEUM

Warranty for each flooring type TBD. - WILL COMPLY WITH REQUIREMENTS OF LIVABILITY STANDARDS, 10yr

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 7'-4"x11'-10" Dining /Living 14'-0"x18'-11"

Bedroom 1 9'-8"x10'-1" Bedroom 2 11'-0"x11'-1" Bedroom 3 _____

Functional Furniture Placement diagram attached? Yes ☒ No ☐

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☒ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Double stud wall between units at both floors with 2 layers of wall board on interior side of each unit and with cavity insulation, 6" batt or mineral wool in each wall cavity.

What is the Sound Transmission Class (STC) rating on all windows? TBD, will comply with standards, 32 STC min.

Are blinds being provided? Yes ☐ No ☒ If yes, on which windows and what type? _____

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☒ No ☐

Heating and Hot Water electric hot water heater

Warranty on furnace, boiler, or hot water heater (5 year minimum) will comply with standards

Size of hot water heater 50gal.

Other Design Features

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

Describe any built in storage such as drawers under beds, stairs, etc. _____

Describe creative shelving _____

Describe laundry area _____

Describe extra storage for recreational equipment _____

Describe extra cabinetry _____

Describe extra closets _____

Please attach additional pages if needed.



Livability Standards Questionnaire

Housing Mitigation Plan

Development Name 1675 Berger Road

Physical Address 1675 Berger Road

Owner Name Hoke & Co., LLC & Hoke, Elizabeth S. 201 Trust

Owner Phone _____ E-mail bland.hoke@jhsir.com

Applicant/Agent Name Berlin Architects / Scott Zabriskie

Applicant/Agent Phone 307.733.5697 E-mail scott@berlinarchitects.com

Primary Contact: _____ Owner _____ Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type: D2

Number of bedrooms 2 Square Feet 918 Ownership ☐ Rental ☒

Kitchen

Lineal feet of base cabinets 12'-6" Lineal Feet of upper cabinets 9'-0"

Continuous Lineal feet of countertops 12'-6" Countertop Material Laminate

Sink width 30" Range/Oven width 32"min Refrigerator cubic feet 23

Dishwasher width 24" Garbage Disposal? Yes ☒ No ☐

List other appliances provided _____

List Warranties on appliances (years): Range/Oven 1min Refrigerator 1min Dishwasher 1min

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _____ Does at least one bathroom contain the following?

Toilet ☒ Bathtub ☒ Shower ☒ Sink ☒

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided 3' wide by 2' deep vanity cabinet with sink = 6 sqft of storage.

Closets and Storage Areas

Does each bedroom have a closet? Yes ☒ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☒ No ☐

Bedroom closet width: bedroom 1 6'-0" bedroom 2 6'-0" bedroom 3 _____

Bedroom closet height: bedroom 1 8'-0" bedroom 2 8'-0" bedroom 3 _____

Does the entryway have a closet? Yes ☒ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided _____

Linen closet width: Linen closet 1 3' Linen closet 2 NA

Additional storage square feet 40

Describe how additional storage requirement is being met Outdoor unheated enclosed storage room from porch

Closet door type (doors not required on interior storage) Swinging, bifold, and sliding

Are all closets a minimum of 26 inches deep? Yes ☒ No ☐

Floor Coverings

Describe floor covering material:

Living room CARPET Bedroom(s) CARPET

Kitchen VINYL OR LINOLEUM Bathroom(s) VINYL OR LINOLEUM

Warranty for each flooring type TBD. - WILL COMPLY WITH REQUIREMENTS OF LIVABILITY STANDARDS, 10yr

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 7'-4"x11'-10" Dining / Living 13'-10" x 10'-0"

Bedroom 1 9'-8"x10'-1" Bedroom 2 11'-0"x11'-1" Bedroom 3 _____

Functional Furniture Placement diagram attached? Yes ☒ No ☐

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☒ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Double stud wall between units at both floors with 2 layers of wall board on interior side of each unit and with cavity insulation, 6" batt or mineral wool in each wall cavity.

What is the Sound Transmission Class (STC) rating on all windows? TBD, will comply with standards, 32 STC min.

Are blinds being provided? Yes ☐ No ☒ If yes, on which windows and what type? _____

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☒ No ☐

Heating and Hot Water electric hot water heater

Warranty on furnace, boiler, or hot water heater (5 year minimum) will comply with standards

Size of hot water heater 50gal.

Other Design Features

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

Describe any built in storage such as drawers under beds, stairs, etc. _____

Describe creative shelving _____

Describe laundry area _____

Describe extra storage for recreational equipment _____

Describe extra cabinetry _____

Describe extra closets _____

Please attach additional pages if needed.



Livability Standards Questionnaire

Housing Mitigation Plan

Development Name 1675 Berger Road

Physical Address 1675 Berger Road

Owner Name Hoke & Co., LLC & Hoke, Elizabeth S. 201 Trust

Owner Phone _____ E-mail bland.hoke@jhsir.com

Applicant/Agent Name Berlin Architects / Scott Zabriskie

Applicant/Agent Phone 307.733.5697 E-mail scott@berlinarchitects.com

Primary Contact: _____ Owner _____ Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type: D3

Number of bedrooms 2 Square Feet 918 Ownership ☐ Rental ☒

Kitchen

Lineal feet of base cabinets 12'-6" Lineal Feet of upper cabinets 9'-0"

Continuous Lineal feet of countertops 12'-6" Countertop Material Laminate

Sink width 30" Range/Oven width 32"min Refrigerator cubic feet 23

Dishwasher width 24" Garbage Disposal? Yes ☒ No ☐

List other appliances provided _____

List Warranties on appliances (years): Range/Oven 1min Refrigerator 1min Dishwasher 1min

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _____ Does at least one bathroom contain the following?

Toilet ☒ Bathtub ☒ Shower ☒ Sink ☒

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided 3' wide by 2' deep vanity cabinet with sink = 6 sqft of storage.

Closets and Storage Areas

Does each bedroom have a closet? Yes ☒ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☒ No ☐

Bedroom closet width: bedroom 1 6'-0" bedroom 2 6'-0" bedroom 3

Bedroom closet height: bedroom 1 8'-0 bedroom 2 8'-0 bedroom 3

Does the entryway have a closet? Yes ☒ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided

Linen closet width: Linen closet 1 3' Linen closet 2 NA

Additional storage square feet 40

Describe how additional storage requirement is being met Outdoor unheated enclosed storage room from porch

Closet door type (doors not required on interior storage) Swinging, bifold, and sliding

Are all closets a minimum of 26 inches deep? Yes ☒ No ☐

Floor Coverings

Describe floor covering material:

Living room CARPET Bedroom(s) CARPET

Kitchen VINYL OR LINOLEUM Bathroom(s) VINYL OR LINOLEUM

Warranty for each flooring type TBD. - WILL COMPLY WITH REQUIREMENTS OF LIVABILITY STANDARDS, 10yr

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 7'-4"x11'-10 Dining /Living 14'-0"x18'-11"

Bedroom 1 9'-8"x10'-1" Bedroom 2 11'-0"x11'-10 Bedroom 3

Functional Furniture Placement diagram attached? Yes ☒ No ☐

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☒ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Double stud wall between units at both floors with 2 layers of wall board on interior side of each unit and with cavity insulation, 6" batt or mineral wool in each wall cavity.

What is the Sound Transmission Class (STC) rating on all windows? TBD, will comply with standards, 32 STC min.

Are blinds being provided? Yes ☐ No ☒ If yes, on which windows and what type? _____

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☒ No ☐

Heating and Hot Water electric hot water heater

Warranty on furnace, boiler, or hot water heater (5 year minimum) will comply with standards

Size of hot water heater 50gal.

Other Design Features

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

Describe any built in storage such as drawers under beds, stairs, etc. _____

Describe creative shelving _____

Describe laundry area _____

Describe extra storage for recreational equipment _____

Describe extra cabinetry _____

Describe extra closets _____

Please attach additional pages if needed.

DRAFT

Special Restrictions For Workforce Ownership Housing Located at

Insert property address insert Town of Jackson or Teton County,
Wyoming

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

RECITALS:

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

Insert legal description of property 1675 Berger Rd., Jackson, WY 83001

PIDN: [insert PIDN number ("Land")] 22-40-16-06-1-02-003

WHEREAS, as a condition of its approval for _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

24,753 New - 12,096 Existing = 12,654

Owner developed property addressed 1675 Berger Rd, Jackson, Wyoming 83001 for a _____ square foot residential development with 3.11 restricted units. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

- Unit D1, with 2 number of bedrooms.
- Unit D2, with 1 number of bedrooms.
- Unit D3, with 2 number of bedrooms. (hereinafter "Residential Unit" or "Residential Units").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the

Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

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

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

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

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special

Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

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

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. “Initial Sale” is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an ‘owner’. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by 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 shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

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

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

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

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

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

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, 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 resale of the Residential Unit shall be facilitated by the Housing Department

and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the resale 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, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

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

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

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the

timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

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

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.

G. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

H. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

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

- 1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
- 2 Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 3 runs in favor of a "Qualified Mortgagee," defined as:

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
- v. the provider of a loan as described in Section 10(A)(1).

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 Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

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

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

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

- A. Termination by 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 affordable housing.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
 - 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
 - 2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
 - 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
 - 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
 - 5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner,

such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

Insert declarant's organization (corporation):

Bland Hoke

Insert name of signor, insert title of signor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

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

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

[Click here to enter name of Mayor or Chair](#), insert Mayor or Chair

ATTEST

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

SKETCH PLAN APPLICATION
FOR
1675 BERGER LANE

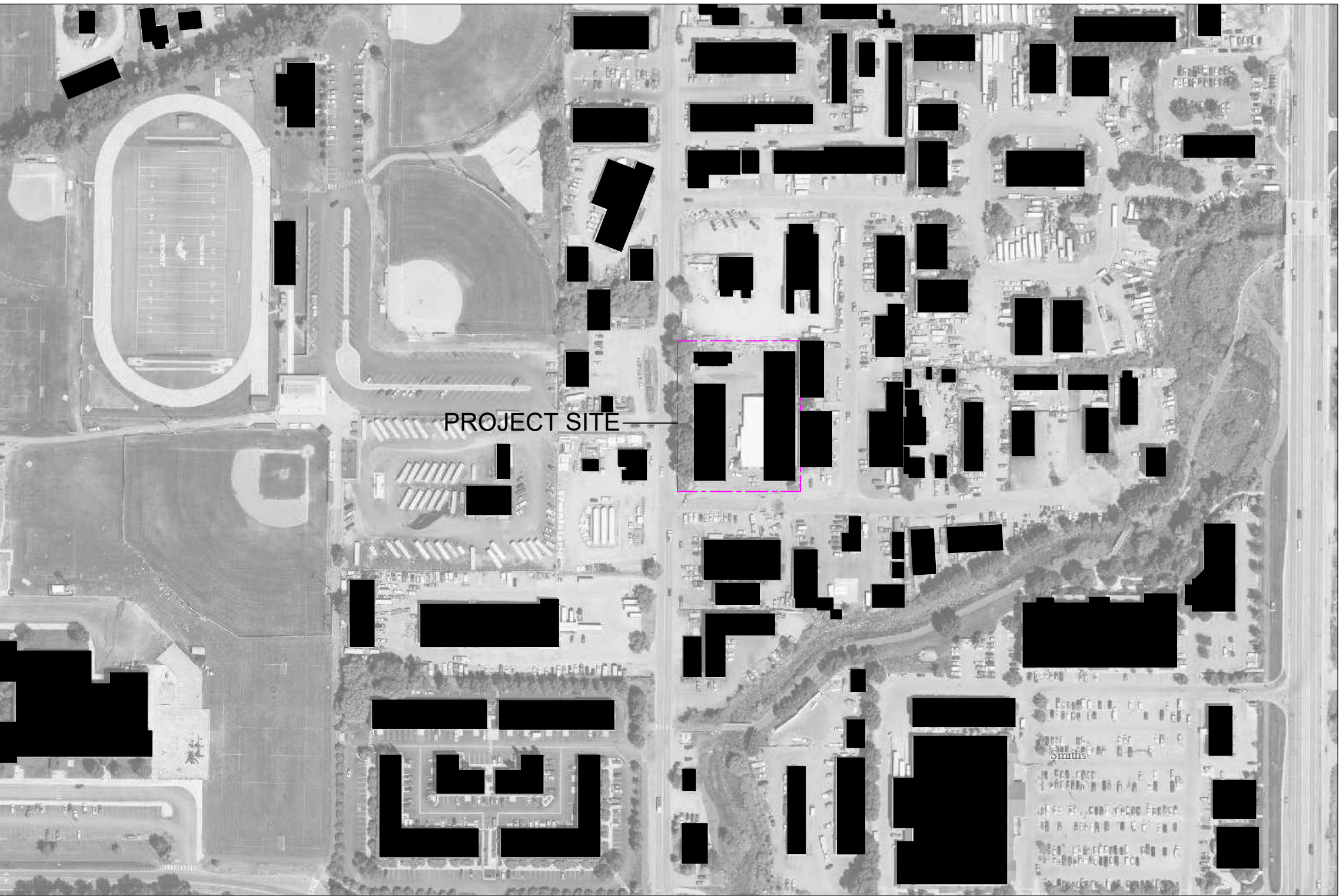
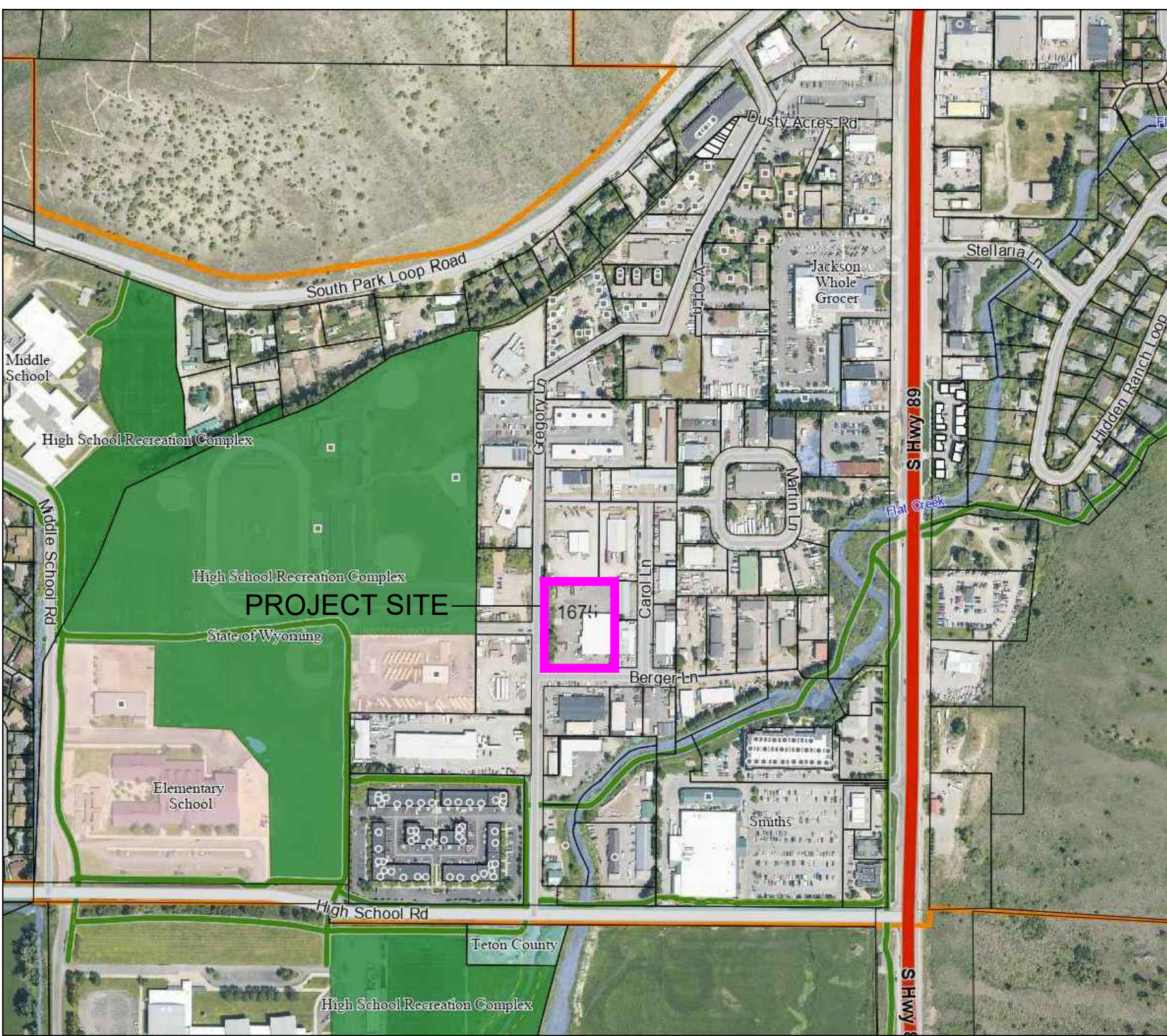


FIGURE GROUND STUDY



VICINITY MAP

DRAWING INDEX

A0.1

COVER SHEET

CIVIL SITE DRAWINGS

C1.0

EXISTING SITE PLAN

C2.0

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C2.1

PHASE 2 PARKING PLAN

C3.0

PHASE 1 UTILITY CONCEPT

C3.1

PHASE 2 UTILITY CONCEPT

C3.2

PHASE 1 STORMWATER MANAGEMENT PLAN

C3.3

PHASE 2 STORMWATER MANAGEMENT PLAN

LANDSCAPE DRAWINGS

LP1.0

EXISTING TREES

LP1.1

LANDSCAPE PLAN PHASE 1

LP1.2

LANDSCAPE PLAN PHASE 2

LP5.0

LANDSCAPE DETAILS AND NOTES

LP5.1

LANDSCAPE PLANT UNITS

ARCHITECTURAL PLANS AND ELEVATIONS

A2.0

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A2.1

PHASE 1 HOUSING PLANS

A2.2

PHASE 2 EAST LEASE SPACE PLANS

A3.1

PHASE 1 LEASE BLDG ELEVATIONS

A3.2

PHASE 1 LEASE BLDG ELEVATIONS

A3.3

PHASE 1 HOUSING UNITS ELEVATIONS

A3.4

PHASE 2 LEASE BLDG ELEVATIONS

A3.5

PHASE 2 LEASE BLDG ELEVATIONS

SKETCH PLAN DEVELOPMENT PROGRAM

PROJECT INFORMATION

Lot 4 of M-B Subdivision,
Town of Jackson, 1675 Berger Road
PIDN: 22-40-16-06-1-02-003
Lot Size: 1.386 Acres (60,374 sf)
Zoning: Business Park
Existing Building: 1 story, 12,096 sf
Existing Use: Light Industrial

GENERAL NOTE:
COMMERCIAL BUILDINGS TO HAVE FIRE SPRINKLER
PROTECTION PER NFPA REQUIREMENTS

TOWN OF JACKSON APPLICABLE LDR's

REQUIREMENT	PROPOSED
LSR (min) .15 x (60,374sf) = 9,082.3sf	Phase 1 (13,485sf) Phase 2 (12,889sf)
Setbacks = Street 20', Side 10', Rear 20'	Street 20', Side 10', Rear 20'
Height Limit (max) 35'	25' commercial, 25'-6" housing
Stories (max) 2 Phase 1 Non-res (1 story + mezzanine) Phase 2 Non-res (1 story)	Phase 1 Housing (2 story)
FAR (max) .41 x (60,374sf) = 24,753sf	Phase 1 (.40) Phase 2 (.41)
Individual Bldg (gross flr area max) = 15,000sf	Phase 1 (11,993sf) Phase 2 (12,760sf)
Allowed Uses: Includes Light Industrial	Light Industrial + Affordable Housing
Use Permit Required: Basic Use Permit	Basic Use Permit
Affordable Housing: 000246 Units x SF	[(24,753sf – 12,096sf existing bldg) x .000246 units/sf = 3.111 units
Design Review Required exterior materials only	See Elevation Renderings
Site Development Setbacks (min) 0' (40% of lineal frontage curb cut allowed) Front setback parking allowed per LDR 2.3.10.E.2.b	Complies - See Site Plan
Landscaping Plant Units Required nonresidential: 1/1000sf of LSR area = 9.08 parking lot: 1/12 spaces = 2.667 (phase 1) = 2.916 (phase 2)	Phase 1 (11.7 plant units) Phase 2 (12 plant units)
Fencing Height (max) – Street yard 4', Side or Rear yard 6'	Need planning department interpretation on height in west setback. Will comply with requirements.
Exterior Lighting Standards	Will comply – request to defer until final development plan submittal.
Steep Slope Standards	Not applicable
Signs	Defer until building permit submittal
Parking Requirement: 1 per 1000sf + 1 per company vehicle 1 disability spaces / 25 Shared parking with Housing – 100%	Phase 1 (32 spaces) Phase 2 (35 spaces) 2 disability spaces 100% shared parking between uses

BERLIN
ARCHITECTS

BOX 4119
JACKSON, WY 83001

307-733-5697
FAX 307-733-5761

1675 BERGER ROAD
JACKSON HOLE, WYOMING

SCALE : 1/8" = 1'-0"

Date:
10.01.2020
Revisions:

A0.1
COVER SHEET

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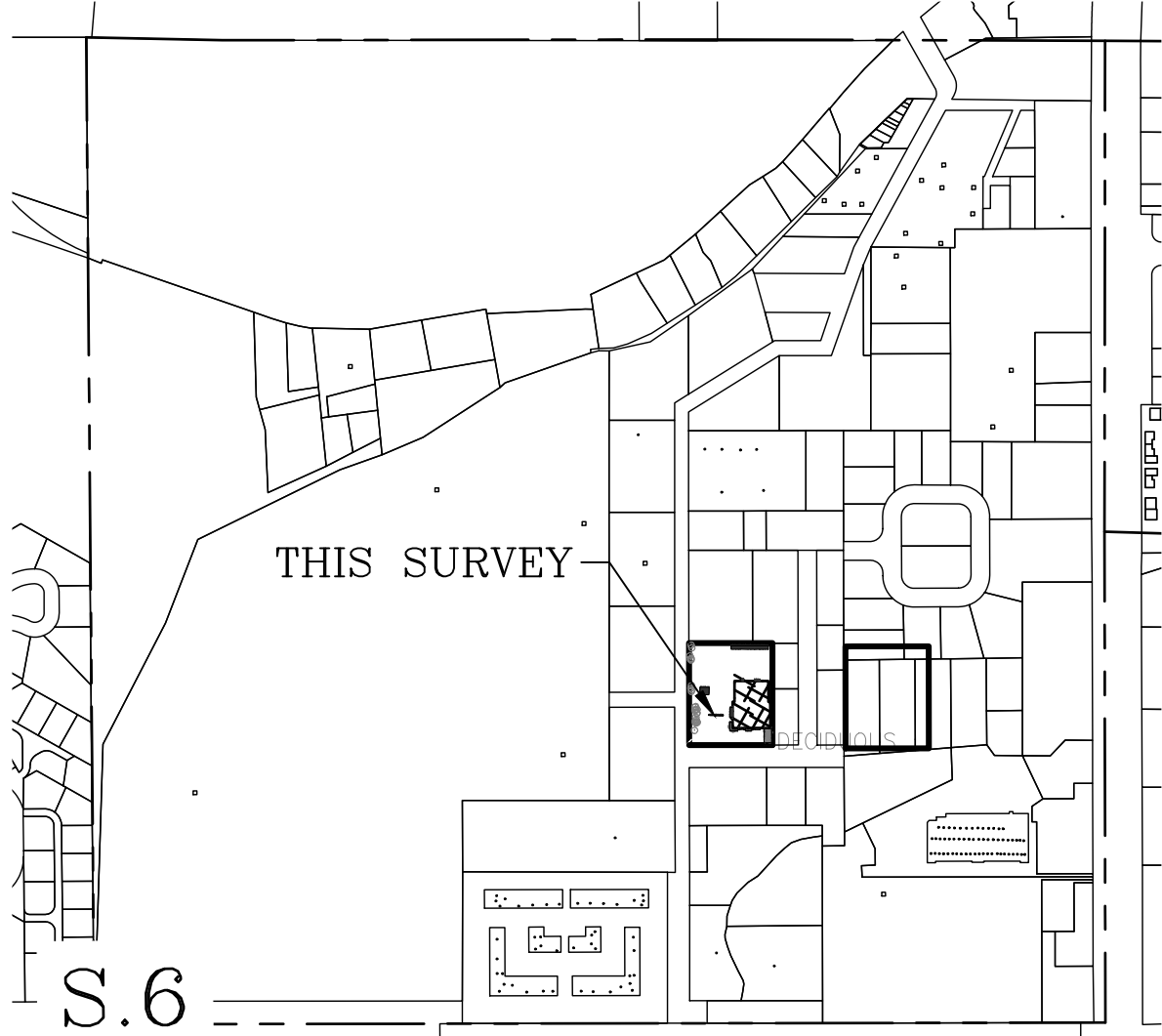
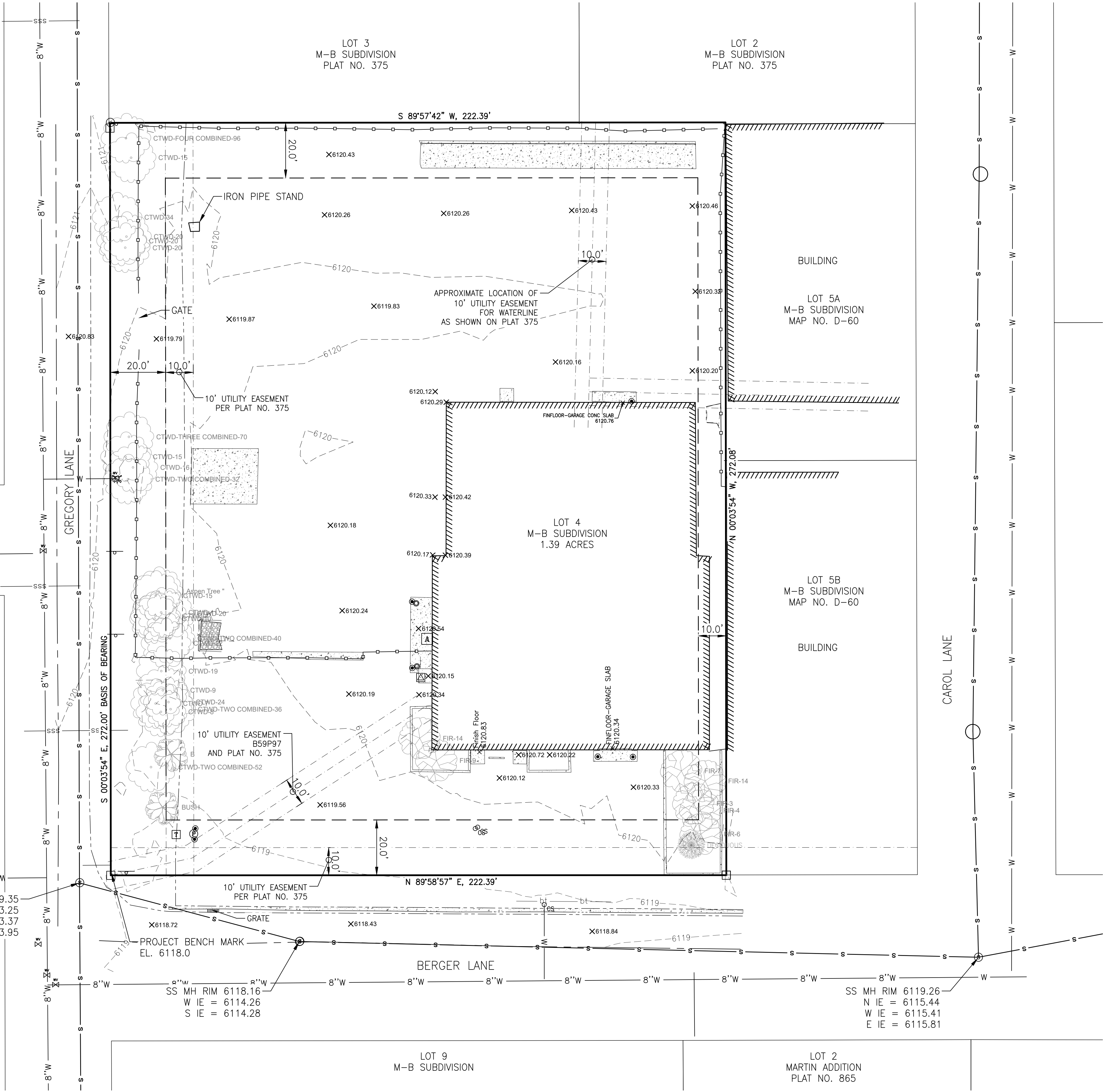
JACK & PATRICIA
WEBER
1305 GREGORY
LANE

SUBURBAN
PROPANE
1355 GREGORY
LANE

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E EI = 6113.95

SS MH RIM 6118.16
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S IE = 6114.28

SS MH RIM 6119.26
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VICINITY MAP
SW1/4NE1/4
SECTION 6
T40N, R116W
TOWN OF JACKSON
TETON COUNTY, WY

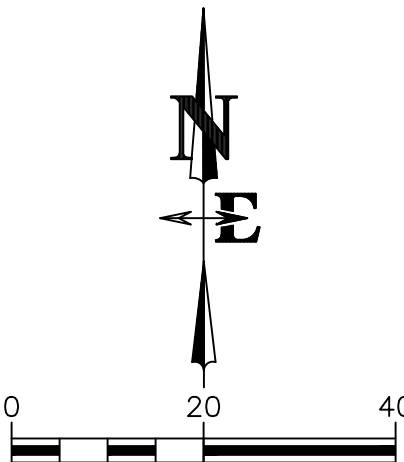
0 500 1000

LEGEND

- = PROPERTY LINE
- - - = EASEMENT LINE
- = SETBACK LINE
- = CURB LINE
- - - = FLOWLINE
- - - = EDGE OF PAVEMENT
- ||||| = BUILDING
- o — o — = WIRE FENCE LINE
- x — x — = WOOD ENCLOSURE
- w — = WATER LINE PER TOJ GIS
- s — = SANITARY SEWER LINE PER TOJ GIS
- [Pattern] = GRAVEL AREA
- [Pattern] = PAVEMENT AREA
- [Pattern] = CONCRETE
- [Symbol A] = AIR CONDITIONER UNIT
- [Symbol B] = BOLLARD
- [Symbol C] = BUILDING COLUMN
- [Symbol D] = CURB STOP
- [Symbol E] = ELECTRIC MANHOLE
- [Symbol F] = ELECTRIC TRANSFORMER
- [Symbol G] = FIRE HYDRANT
- [Symbol H] = SANITARY SEWER MANHOLE
- [Symbol I] = SIGNS
- [Symbol J] = TELEPHONE PEDESTAL
- [Symbol K] = WATER VALVE
- [Symbol L] = BRASS CAP
- [Symbol M] = REBAR
- [Symbol N] = COTTONWOOD TREE WITH TRUNK DIA.
- [Symbol O] = BUSH
- [Symbol P] = DECIDUOUS TREE
- [Symbol Q] = FIR TREE WITH TRUNK DIA.

NOTE:
THE MAP WAS PREPARED
WITHOUT BENEFIT OF TITLE
REPORT AND IS SUBJECT TO
ANY OTHER EASEMENTS,
RESTRICTIONS, RESERVATIONS,
RIGHTS-OF-WAY, AND
CONDITIONS OF SIGHT AND/OR
OF RECORD INCLUDING, BUT
NOT LIMITED, TO THOSE SHOWN
HEREON;

SETBACKS PER TOJ BP ZONE
20' STREET
10' SIDE
20' REAR



Vertical datum based on NAVD88 (geoid12b),
derived from network gps observations.

DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
7/2/2020	DK	SK	LR	LR	

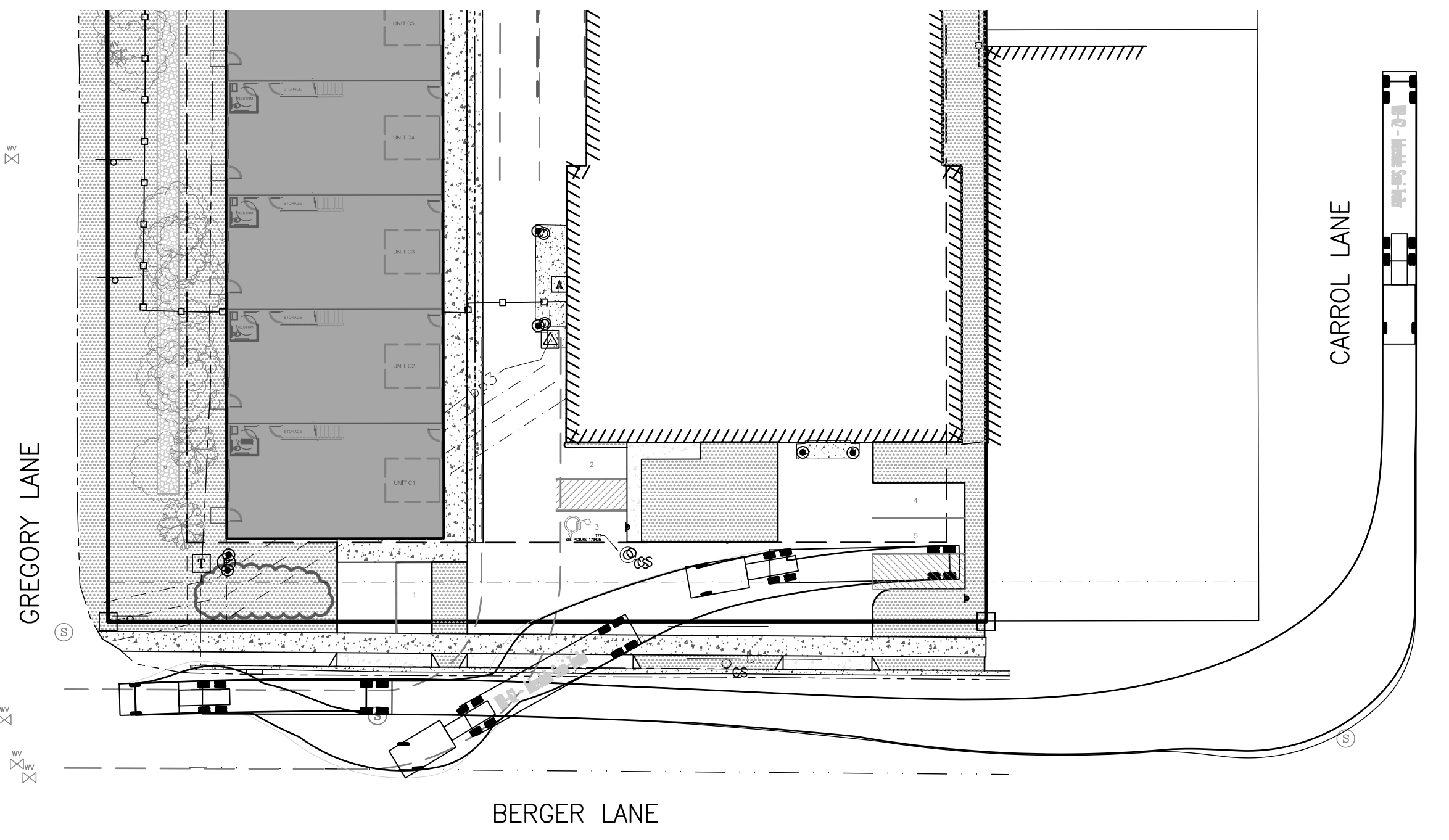
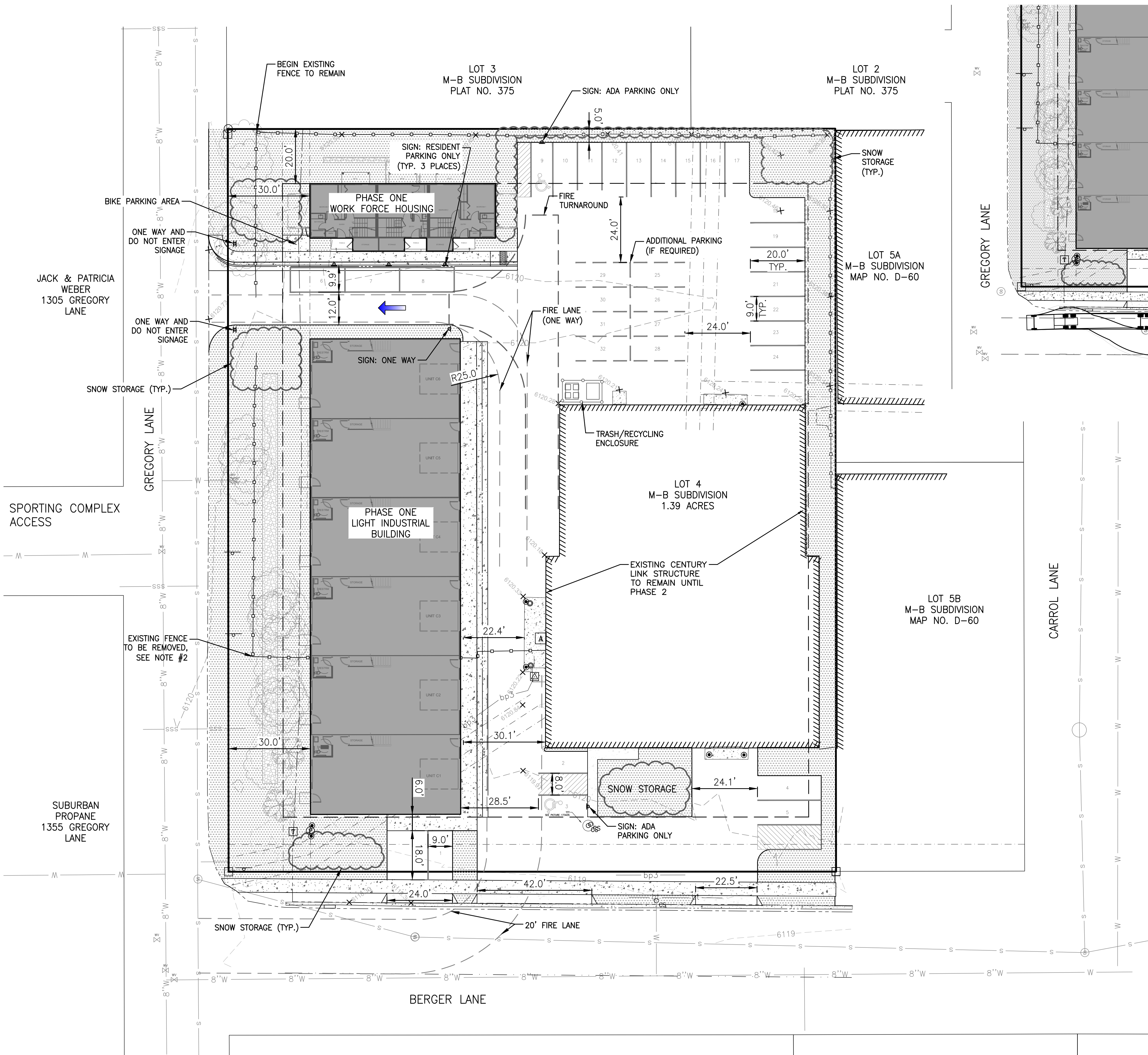
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
EXISTING SITE PLAN

JOB TITLE
BLAND HOKE
1675 BERGER LANE
LOT 4, M-B SUBDIVISION

DRAWING NO
CL.0
JOB NO
19-300-01

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WB-62 TRUCK TURN MOVEMENT

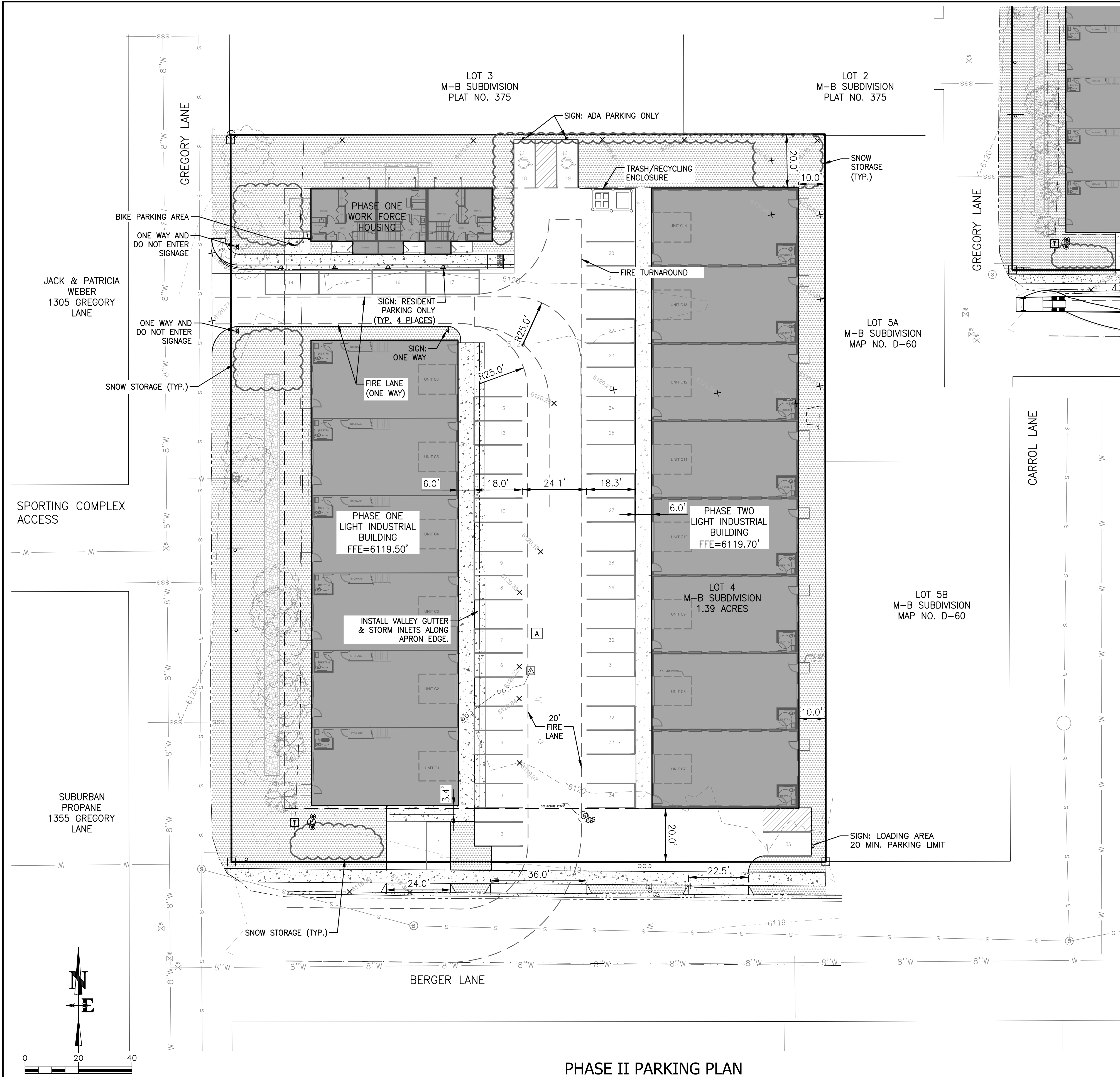
PHASE I PARKING PLAN

NOTES:
1. ALL EXISTING SITE FENCING TO BE REMOVED.

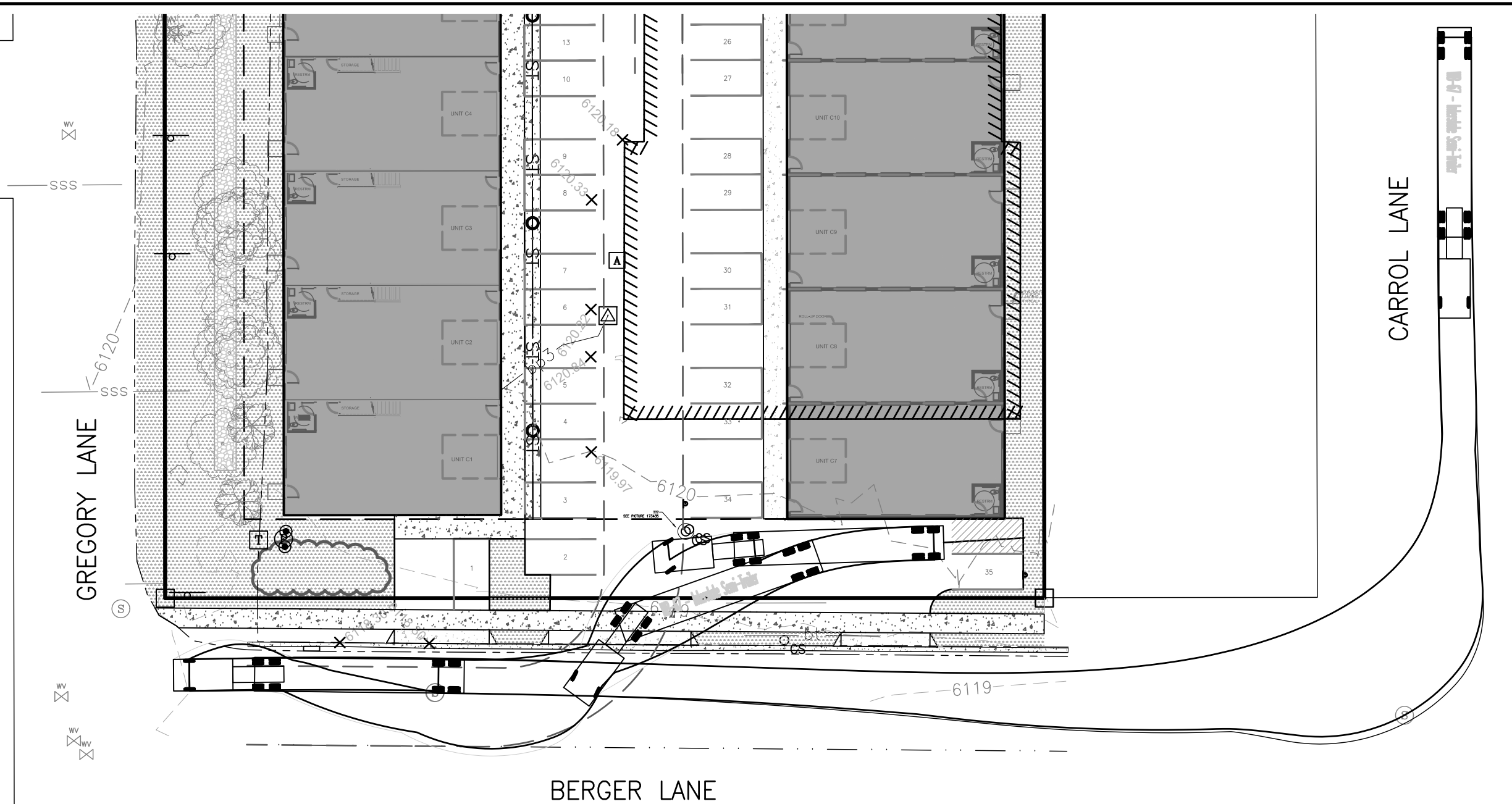
SKETCH PLAN SUBMITTAL

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE				
			10/2/2020	REV.	DATE	BY	APP
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			DRAWN	DD	CHECKED	DD	
			APPROVED	DD			

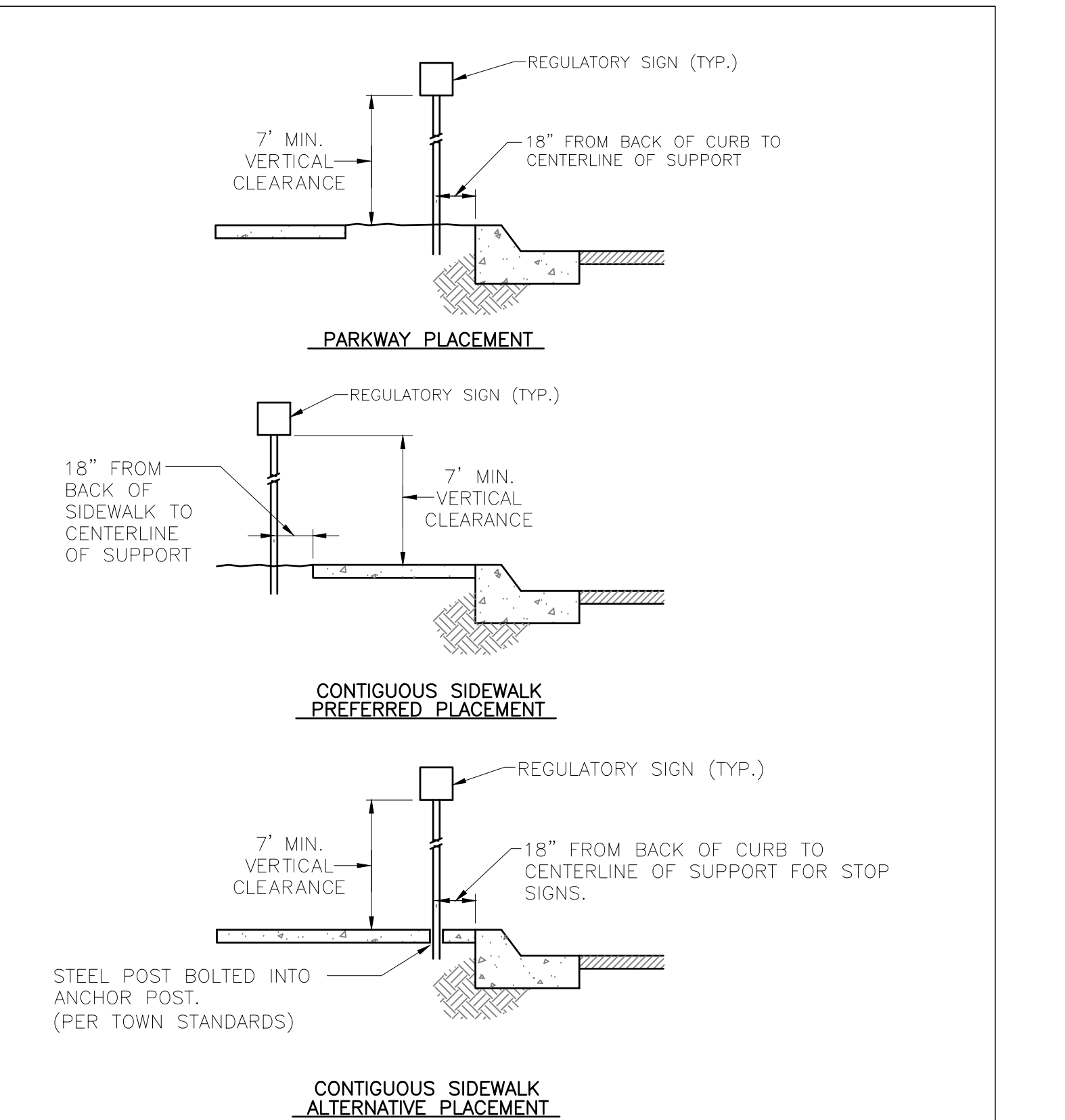
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PHASE II PARKING PLAN



WB-62 TRUCK TURN MOVEMENT



NOTES:

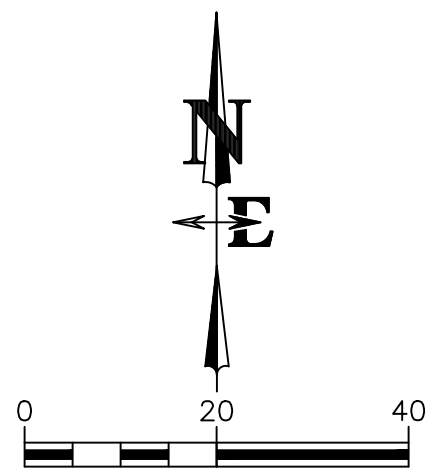
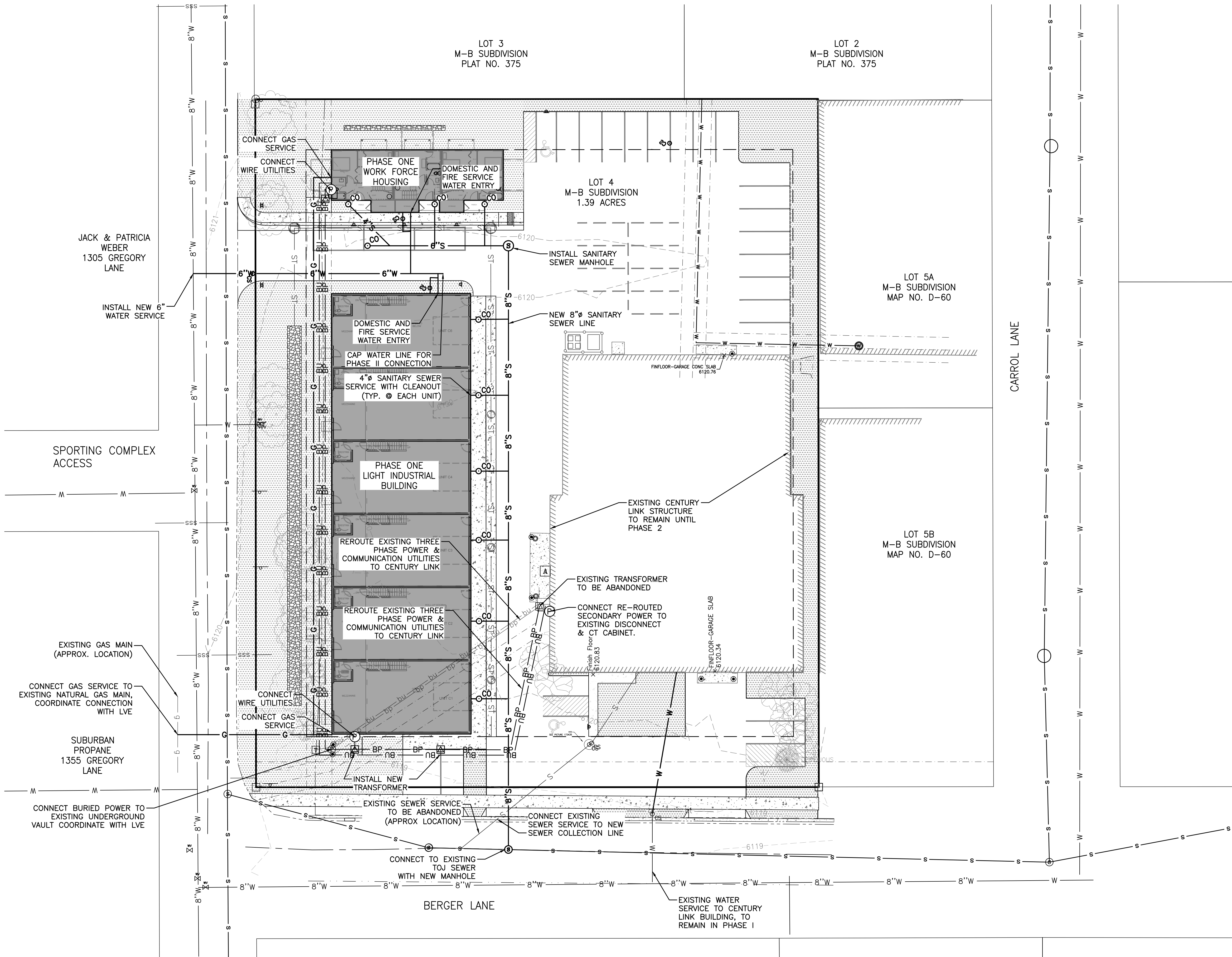
- HORIZONTAL CLEARANCES AROUND SIGNAGE SHALL CONFORM TO TOWN STANDARDS.
- SIGNS SHALL BE INSTALLED SUCH THAT THE FACE IS PERPENDICULAR TO THE DRIVE LANE.

	ST-105 C2.1	SIGNAGE PLACEMENT	ST-105	DATE:
			SCALE:	

SKETCH PLAN SUBMITTAL

DRAWING NO	JOB TITLE	DRAWING TITLE	NELSON ENGINEERING					DATE	10/2/2020	REV.
C2.1	HOKE & CO.	PHASE II PARKING PLAN	P. O. BOX 1599, JACKSON WYOMING (307) 733-2087	SURVEYED	NE					
	ENGINEERED			DD						
	DRAWN			NB						
	CHECKED			DD						
JOB NO	JACKSON, WY			APPROVED	DD					
19-300-02										

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SKETCH PLAN SUBMITTAL

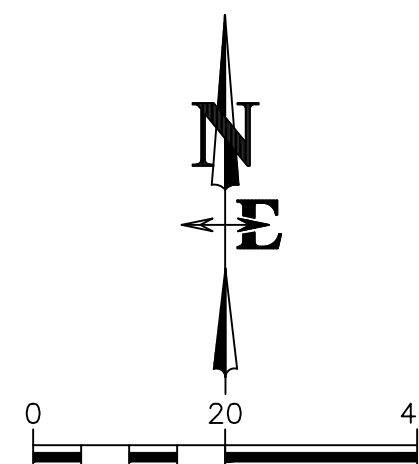
DRAWING NO
C3.0
JOB NO
19-300-02

JOB TITLE
HOKE & CO.
1675 BERGER LANE
JACKSON, WY

DRAWING TITLE
PHASE I UTILITY CONCEPT

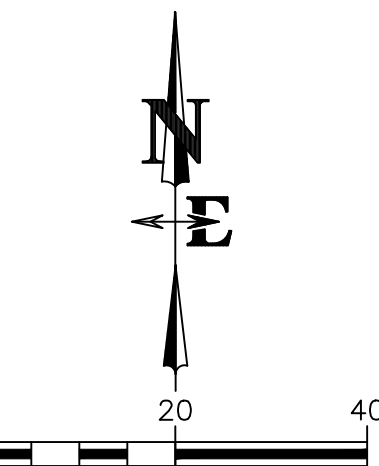
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	10/2/2020	REV.
SURVEYED	NE	
ENGINEERED	DD	
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	



SAPro (2019) 300-02 (1675 Berger Long - Civil Consultation)\4 Drawings\Civil\19-300 UTILITY DSGN.dwg - Dwg Format: 230
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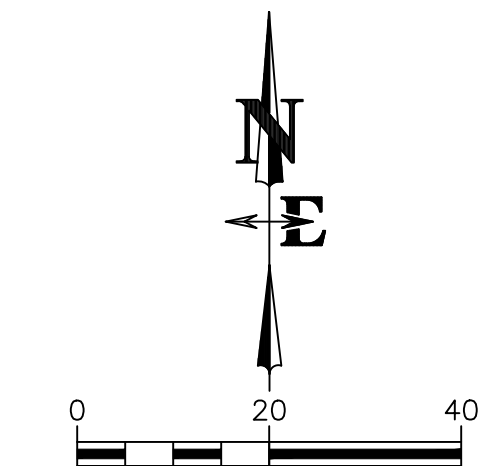
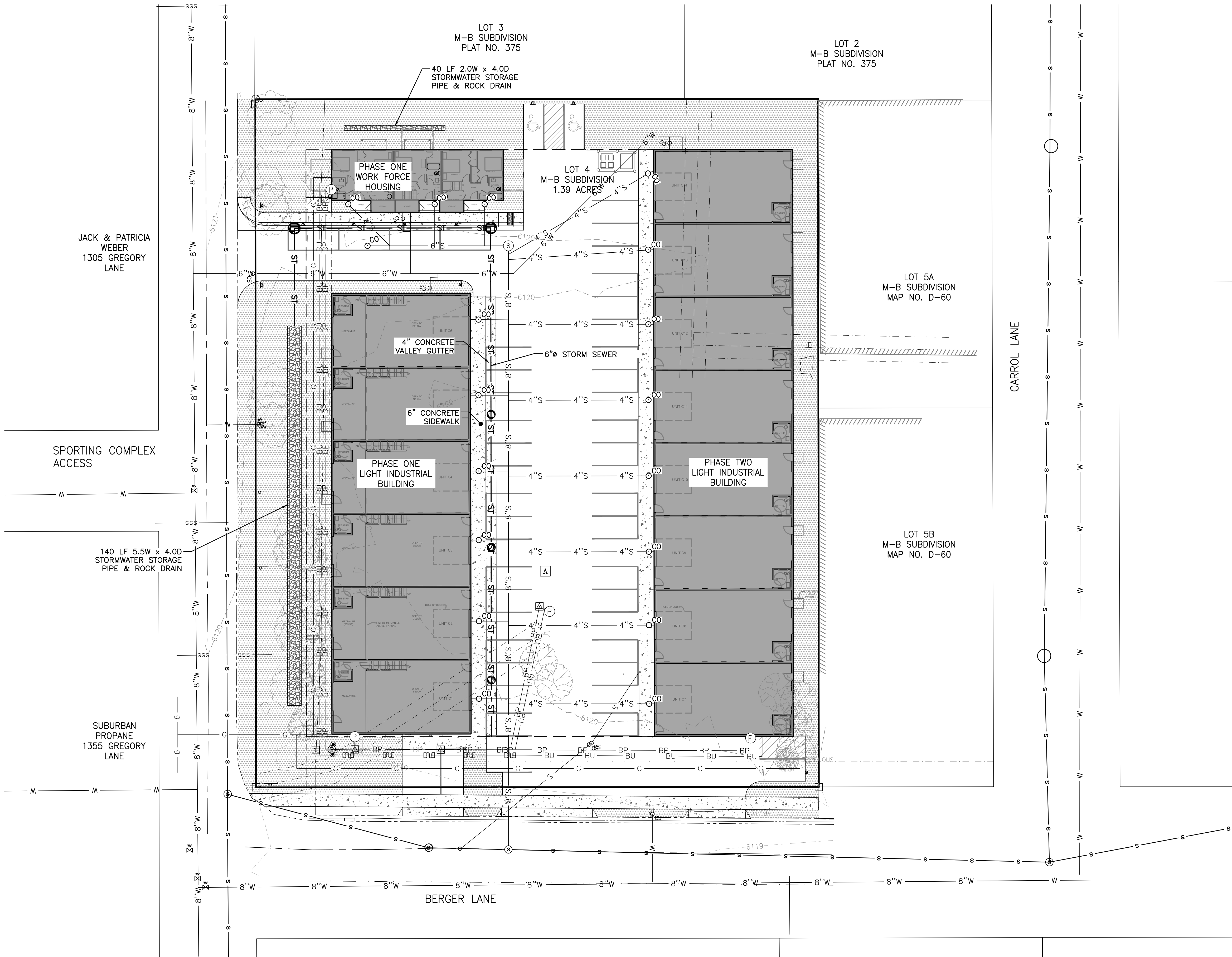
DRAWING NO	JOB TITLE	DRAWING TITLE	DATE	10/2/2020	REV.
C3.1	HOKE & CO.				
JOB NO	1875 BERGER LANE JACKSON, WY	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	ENGINEERED	DD	
19-300-02			DRAWN	NB	
			CHECKED	DD	
			APPROVED	DD	



SKETCH PLAN SUBMITTAL

19-300-02

S:\Proj\2019\300-02\1675 Berger Lane - Civil Consultation\4 Drawings\Civil\19-300 UTILITY\303.dwg (C3.3 PHASE II STORMWATER MANAGEMENT PLAN) - Dct 12 2020 02:59:10 pm PLOTTED BY: dexter INVC FIRMAT 230



STORMWATER MANAGEMENT NOTE:
NO MODIFICATIONS TO PHASE 1
STORM SEWER INFRASTRUCTURE
IS REQUIRED IN PHASE II

SKETCH PLAN SUBMITTAL

DRAWING NO
C3.3

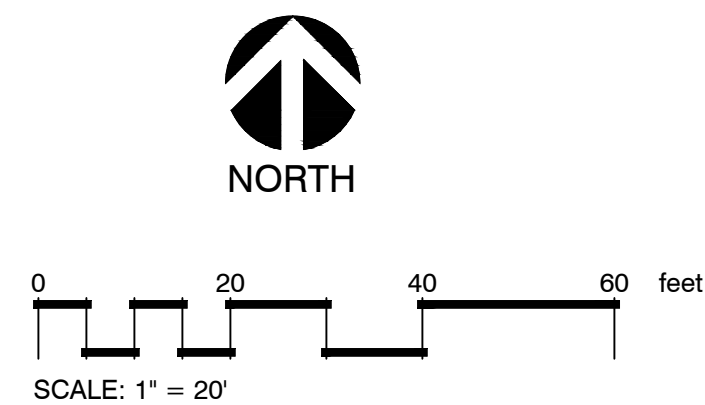
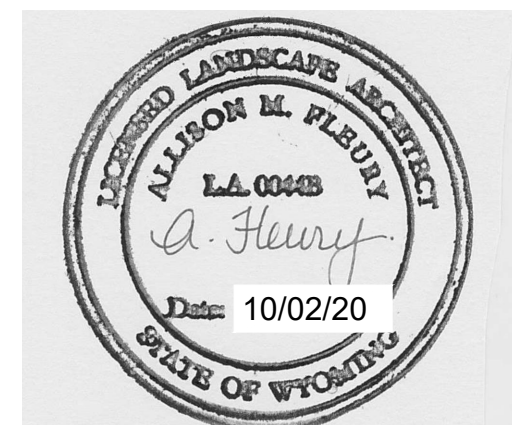
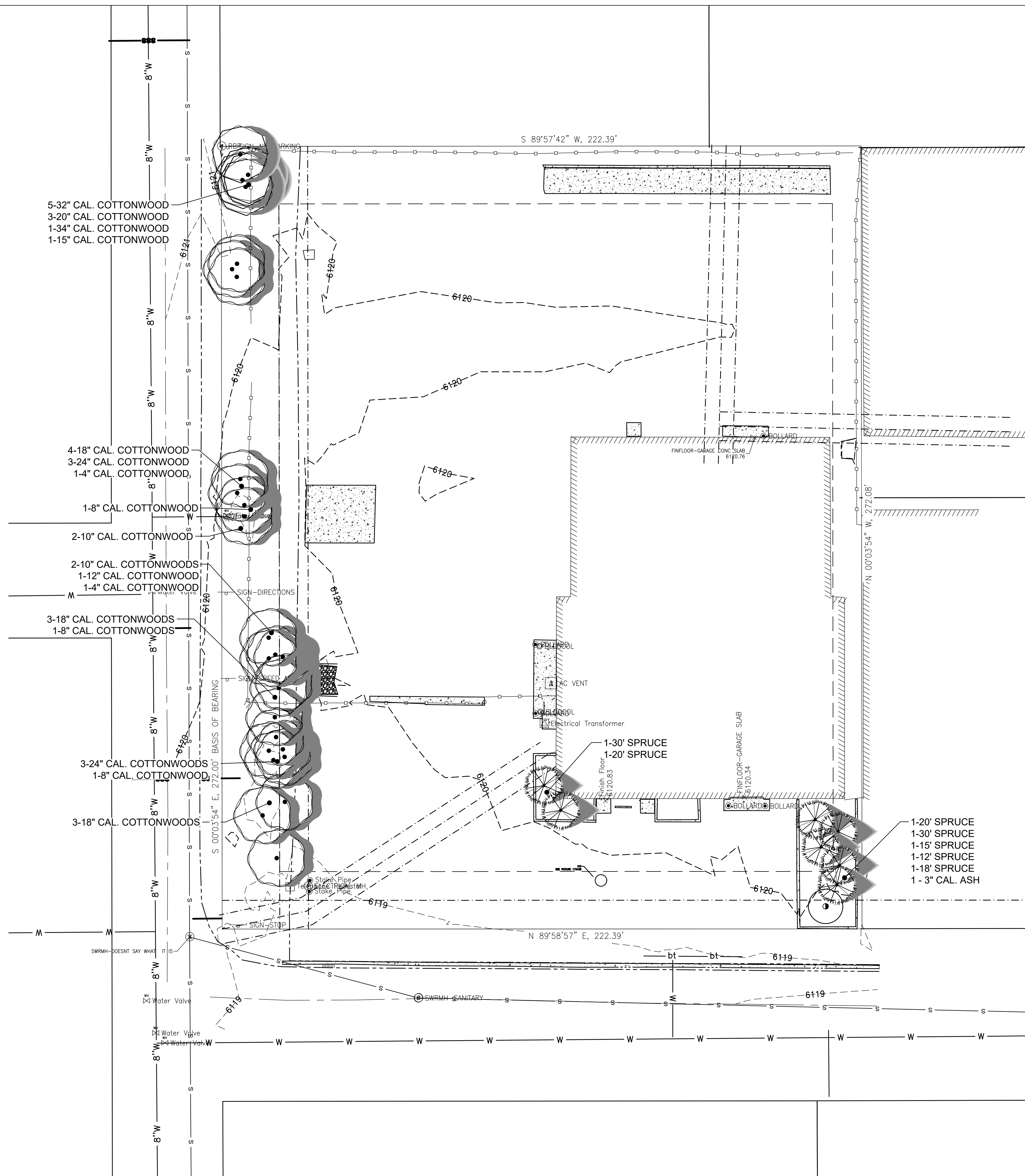
JOB NO
19-300-02

JOB TITLE
HOKE & CO.
1675 BERGER LANE
JACKSON, WY

DRAWING TITLE
PHASE II STORMWATER MANAGEMENT PLAN

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	10/2/2020	REV.
SURVEYED	NE	
ENGINEERED	DD	
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	



PROJECT TITLE:
1675 BERGER LANE
JACKSON WY

DRAWING TITLE:
EXISTING TREES

DRAWING NO: LP 1.0
Project Number: 2020-20
Prepared By: AMF Date: 10/02/20 Rev. Date:



European Columnar Aspen



Bailey Red Twig Dogwood



Blue Swire Russian Sage

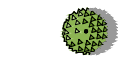


Compact Burning Bush



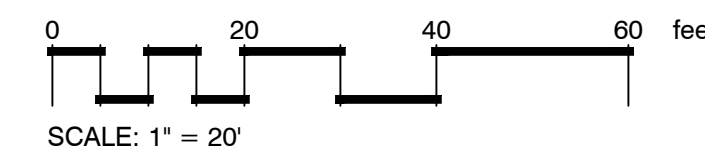
Blue Oat Grass

PLANT SCHEDULE PHASE 1

TREES	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Populus angustifolia	Narrowleaf Poplar	Existing - to remain		6	
	Populus tremula 'Erecta'	European Columnar Aspen	B & B	25' Cal	21	
	Populus tremuloides	Quaking Aspen	B & B	3" Cal	4	
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Cornus sericea 'Baileyi'	Red Twig Dogwood	B & B	4' min.	28	
	Evonymus alatus 'Compactus'	Compact Burning Bush	5 gal		27	
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Helictotrichon sempervirens	Blue Oat Grass	1 gal		21	
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Perovskia atriplicifolia 'Blue Spires'	Blue Spires Russian Sage	1 gal		76	



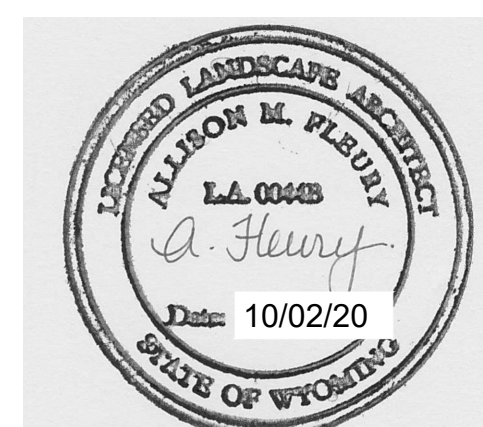
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PROJECT TITLE:
1675 BERGER LANE
JACKSON WY

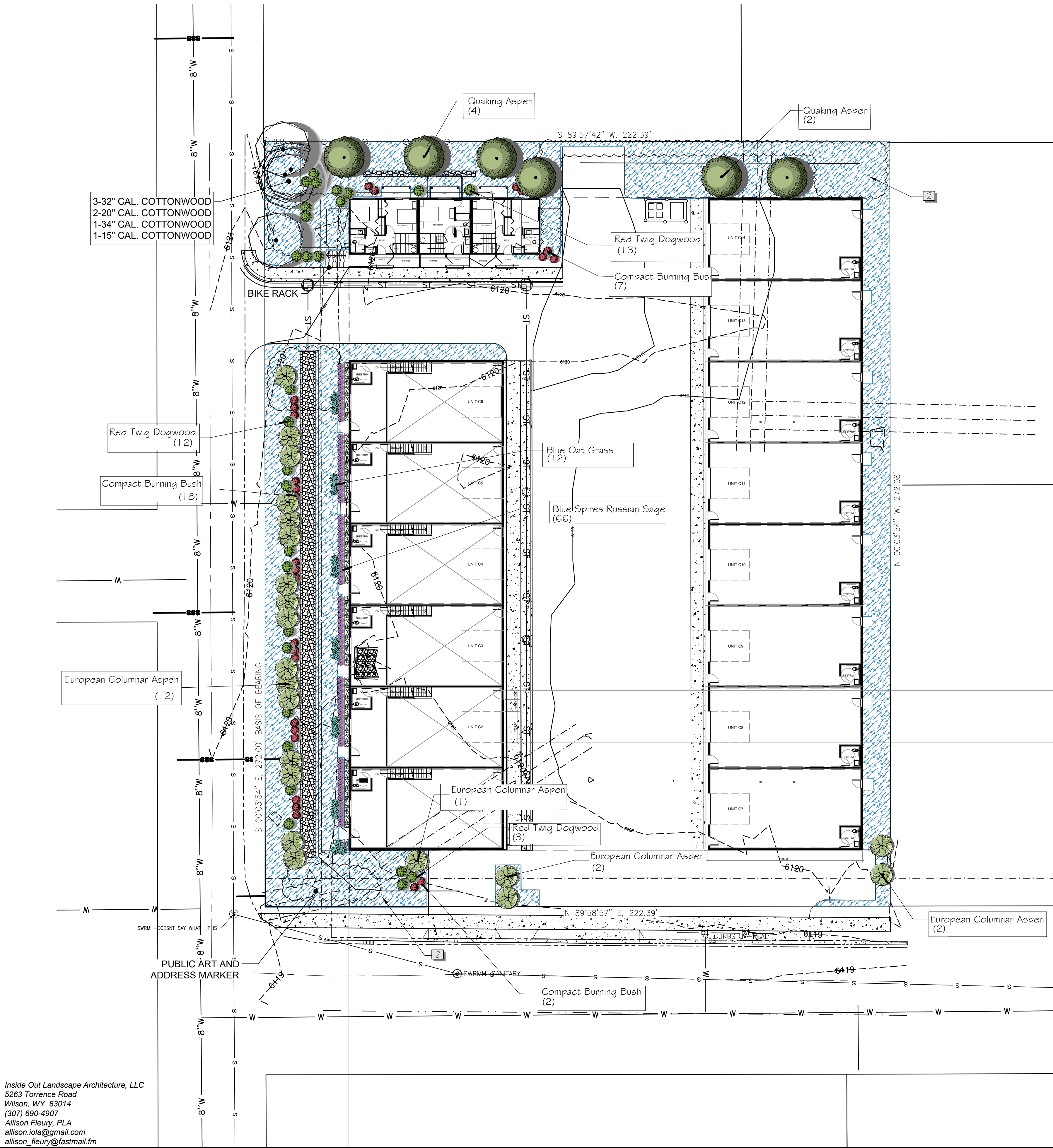
DRAWING TITLE:
LANDSCAPE PLAN
PHASE 1

DRAWING NO: *LP 1.1*
Project Number: 2020-20
Prepared By: AMF Date: 10/02/20 Rev. Date



Inside Out Landscape Architecture, LLC
5263 Torrence Road
Wilson, WY 83014
(307) 690-4907
Allison Fleury, PLA
allison.iola@gmail.com
allison_fleury@fastmail.fm

Inside Out Landscape Architecture, LLC
5263 Torrence Rd., Wilson WY 83014
www.insideoutlandscapearchitecture.com

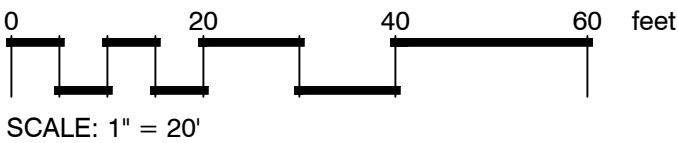
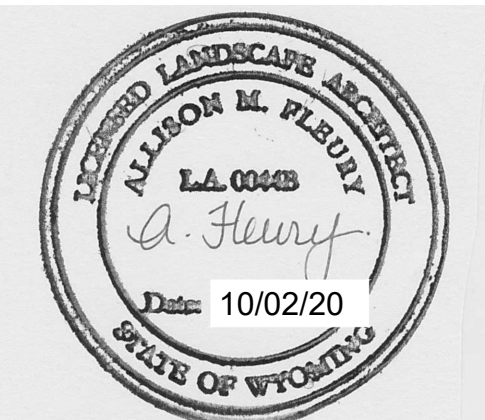


REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	PHASE 1 LSR	13,469 sf	
	PHASE 2 LSR	12,089 sf	
	GRAVEL DRIP EDGE	222 sf	

PLANT SCHEDULE PHASE 2

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY	REMARKS
	Populus angustifolia	Narrowleaf Poplar	Existing - to remain		6	
	Populus tremula 'Erecta'	European Columnar Aspen	B & B	2.5" Cal	21	
	Populus tremuloides	Quaking Aspen	B & B	3" Cal	6	
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Cornus sericea 'Bailey'	Red Twig Dogwood	B & B	4' min.	28	
	Evonymus alatus 'Compactus'	Compact Burning Bush	5 gal		27	
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Helictotrichon sempervirens	Blue Oat Grass	1 gal		21	
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Perovskia atriplicifolia 'Blue Spires'	Blue Spires Russian Sage	1 gal		76	



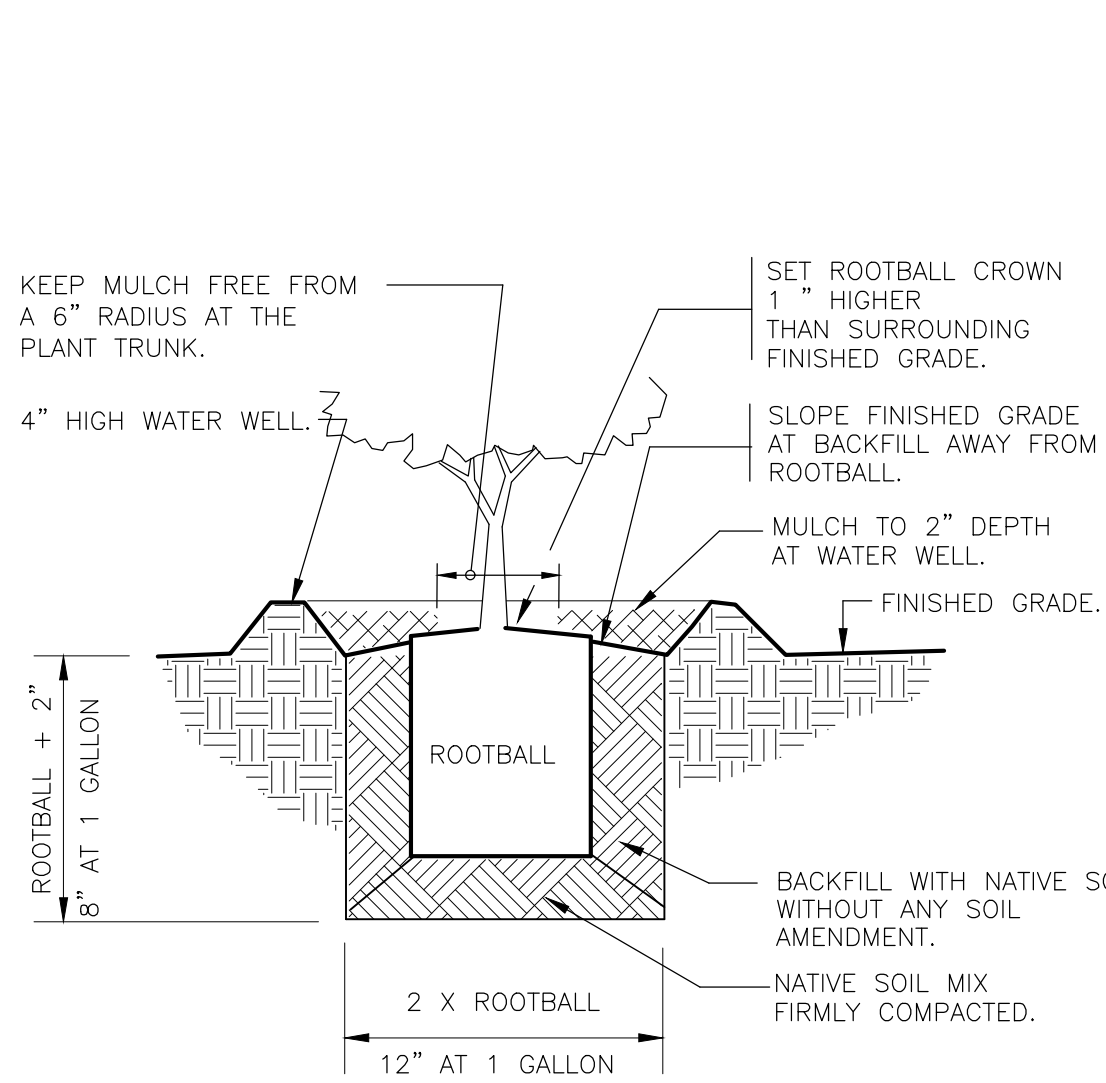
PROJECT TITLE:
1675 BERGER LANE
JACKSON WY

DRAWING TITLE:
LANDSCAPE PLAN
PHASE 2

DRAWING NO: LP 1.2
Project Number: 2020-20
Prepared By: AMF Date: 10/02/20 Rev. Date:

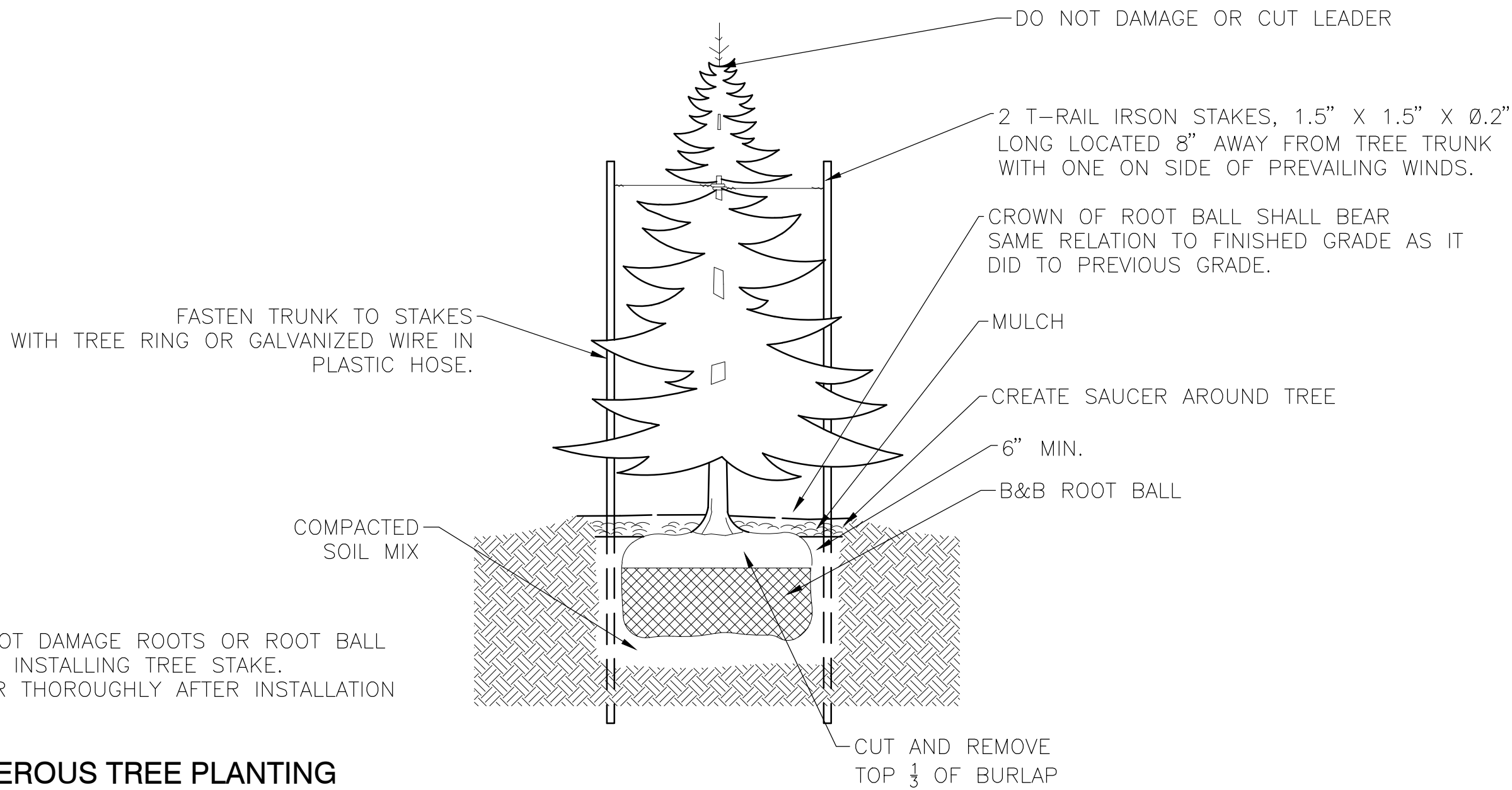
Inside Out Landscape Architecture, LLC
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Allison Fleury, PLA
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allison_fleury@fastmail.fm

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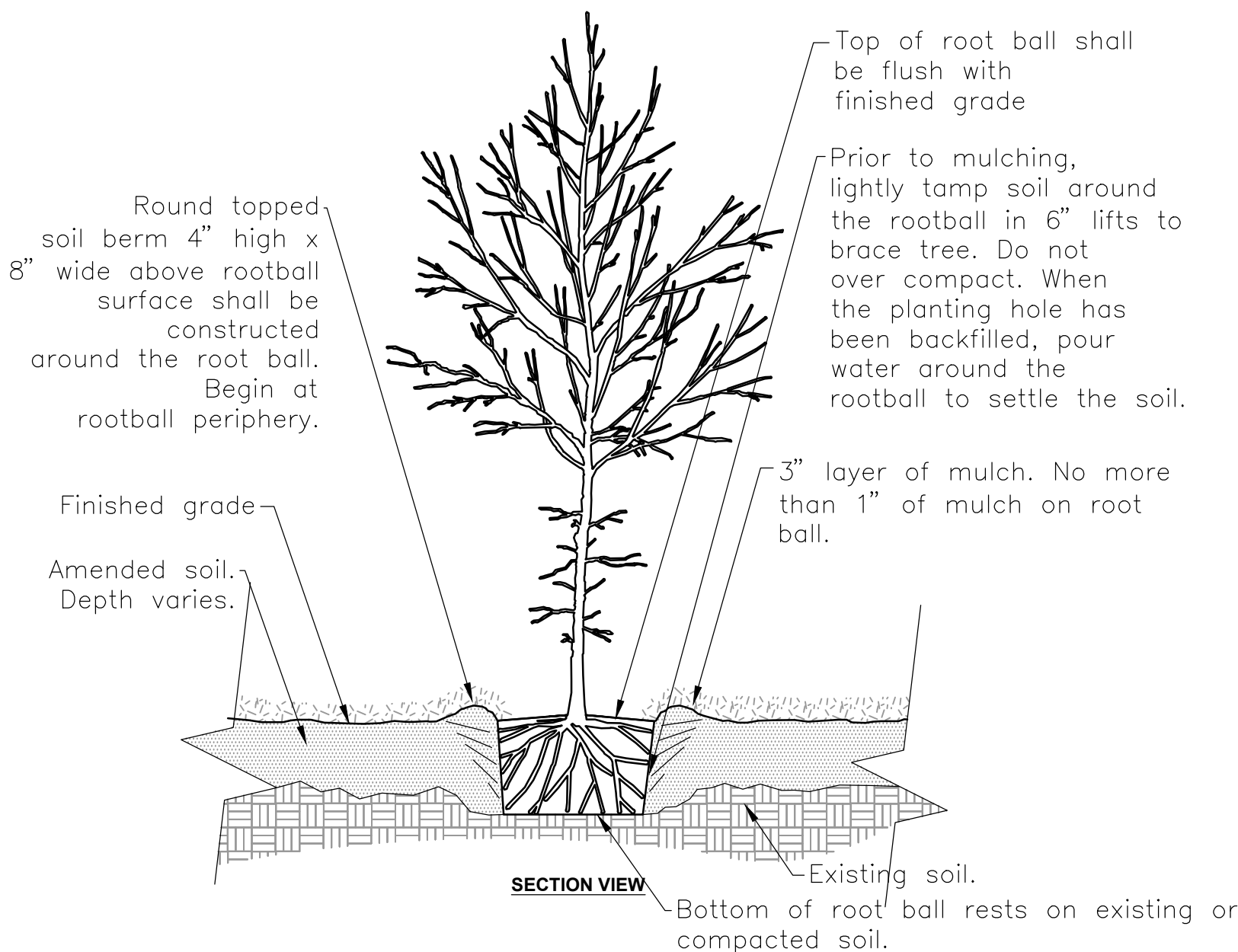
1 NATIVE SHRUB PLANTING
1" = 1'-0"

329333.13-03

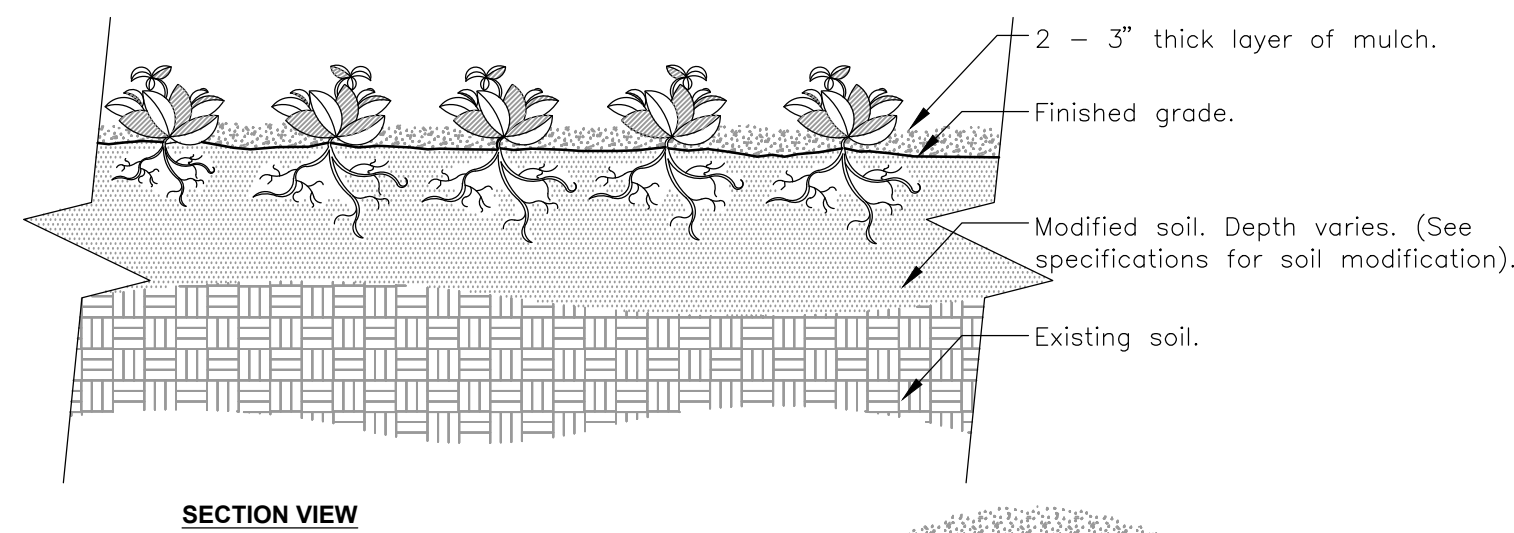


2 CONIFEROUS TREE PLANTING
1/4" = 1'-0"

329343-01



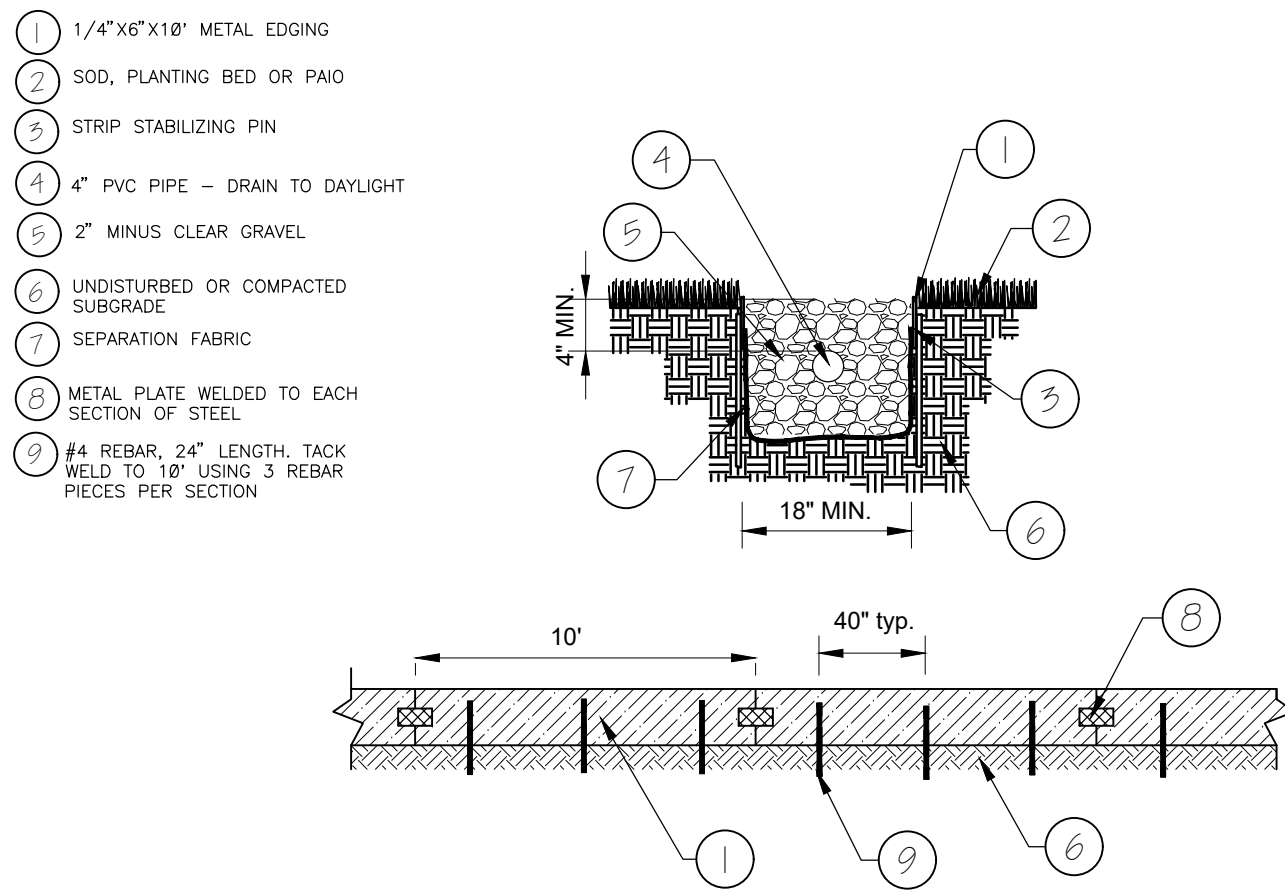
3 DECIDUOUS TREE PLANTING
1/2" = 1'-0"



Notes:
1- See planting legend for groundcover species, size, and spacing dimension.
2- Small roots (1/4" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periphery can be removed at the time of planting. (See root ball shaving container detail).
3- Settle soil around root ball of each groundcover prior to mulching.

4 GROUNDCOVER
3/4" = 1'-0"

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
FX-PL-FX-GROU-01



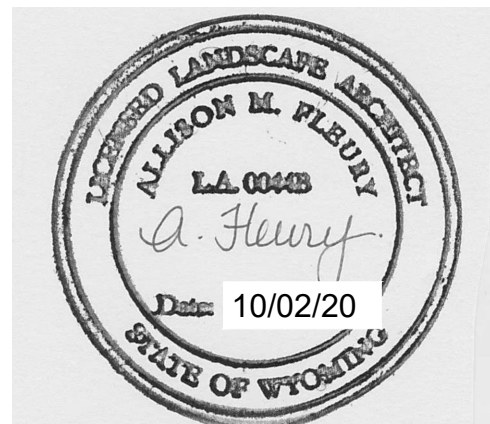
5 DRIVEWAY
3/8" = 1'-0"

P-RE-DRI-01

PLANTING & IRRIGATION NOTES

1. Refer to Civil Engineer's utility and grading plans. If site conditions vary from what is shown, contact the Landscape Architect and Civil Engineer for direction before proceeding.
2. Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect for direction before proceeding.
3. Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.
4. Obtain approval of finish grading from Landscape Architect prior to installing any plant material. The finish grades of planting areas and lawns shall be 1/2" below adjacent edging or paving. Confirm mulch depth and whether lawns are to be seed or sod.
5. Confirm all plant counts and square footages. Quantities shown are provided as Owner information only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.
6. Contractor to verify suitability of native or imported topsoil. Suitable topsoil shall be free of roots, plants, sod, stones greater than 1/2" in any dimension, clay lumps, and other extraneous materials detrimental to plant growth.
7. For areas to receive sod or seed and/or to produce planting soil for areas indicated on details, amend suitable topsoil with organic compost to a ratio of 1 part compost to 4 parts topsoil by volume.
8. Compost shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.0; moisture content 35 to 55 percent by weight, with organic matter content 50 to 60 percent of dry weight with 16-16-8 nutrient composition. If compost is not 16-16-8 composition, add commercial fertilizer in necessary quantities to meet 16-16-8 nutrient composition. Source: Glacier Gold Compost or approved equal.
9. Contractor to supplement existing native surface topsoil as necessary. Obtain supplemental topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep. Do not obtain from agricultural lands, bogs, or marshes.
10. Compost mulch shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5-8.0; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not to exceed 0.5 percent inert contaminants and free of substances toxic to planting, organic matter content 50 to 60 percent of dry weight. Source: Glacier Gold Compost or approved equal.

11. The Landscape Architect shall review all plant materials at the source or nursery or by photographs provided by Contractor prior to shipment. The Landscape Architect reserves the right to reject any unacceptable plant material either at the source or when delivered to the project site.
12. Carefully align and space plant materials as indicated in these notes, drawings, and details. The final location of plant materials is to be approved by the Landscape Architect on site prior to installation. The Contractor is responsible for staking or marking the location of all plant materials on site for review by the Landscape Architect. The Landscape Architect reserves the right to adjust the exact locations of plants on site.
13. All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.
14. All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller. All trees, shrubs, and perennials shall be drip irrigated and all turf areas shall be irrigated with a spray or rotor system. Irrigation system shall be design-build by Contractor. Contractor shall provide an irrigation shop-drawing for review by Landscape Architect before proceeding. Contractor shall demonstrate full system coverage prior to acceptance and before plant material installation. Contractor shall provide a reproducible as-built drawing of installed irrigation system at conclusion of project.
15. The irrigation system shall be operational prior to plant installation or temporary irrigation measures shall be provided in the interim. The method of temporary irrigation shall be approved by the Landscape Architect prior to plant material installation.
16. No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
17. For ball & burlap trees, remove burlap from top 1/3 of rootball and entire wire basket as tree pits are backfilled.
18. All installed trees shall be staked. The Landscape Architect shall review and reserves the right to reject the method and/or installation of tree staking and guying systems prior to acceptance.
19. During construction and prior to final acceptance, Contractor shall observe the project site for the growth of noxious weeds. Contractor shall report the growth of noxious weeds to the Teton County Weed and Pest District Office. Contractor and Owner shall implement a weed control program to control noxious weeds.
20. All disturbed areas not receiving other planting treatment shall be seeded with specified or subdivision-specific seed mix.
21. Apply 16-16-8 fertilizer at the rate of 15 lbs per 1,000 SF and till into top 4" of areas to receive sod or seed.
22. Planting period for seed and sod shall be immediately after finish grading and irrigation installation are accepted but no later than September 30 for sod. Seed shall be installed after September 30 or no later than June 1.
23. Final sod and seed quantities shall be calculated by Contractor based on sod perimeter marked in field by Landscape Architect, and all remaining areas of disturbance for seed.



PROJECT TITLE:
1675 BERGER LANE
JACKSON WY

DRAWING TITLE:
LANDSCAPE DETAILS AND
NOTES

DRAWING NO: LP 5.0
Project Number: 2020-20
Prepared By: AMF Date: 10/02/20 Rev. Date:

1675 Berger Lane	Jackson, WY	10/1/2020
Site Information		
GSA	1.39 ac	60,548.4
Zoning	TOJ BP	
Overlays	FEMA Flood Zone SE corner Shaded	
PIDN	22-40-16-06-1-02-003	
Bear Priority		
LSR required	0.15	9,082.3 SF
LSR provided Phase 1		13,435.0 SF
LSR provided Phase 2		12,889.0 SF
Plant Units Required	1 per 1,000 sf of landscape area	9.1
	Parking Lot (BP-TOJ) 1 per 12 parking spaces	
	Phase 1 parking	32
		2.7
		11.7
		Plant units required Phase 1
	Phase 2 parking	35
		2.9
		12.0
		Plant units required Phase 2

Plant Unit Options:

Alt. A	Qty	Description	Estimated Cost Each	Total Cost
	1	3" caliper canopy tree	\$400.00	\$400.00
	6	6'-8' large shrub	\$275.00	\$1,650.00
	4	#5 container shrub	\$65.00	\$260.00
				\$2,310.00
Alt. B	2	8' high evergreen tree	\$450.00	\$900.00
	2	3" caliper canopy tree	\$400.00	\$800.00
	3	6'-8' large shrub	\$275.00	\$825.00
				\$2,525.00
Alt. C	3	6'-8' large shrub	\$275.00	\$825.00
	3	8' high evergreen tree	\$450.00	\$1,350.00
	2	#5 container shrub	\$65.00	\$130.00
				\$2,305.00
Average plant unit cost				\$2,380.00

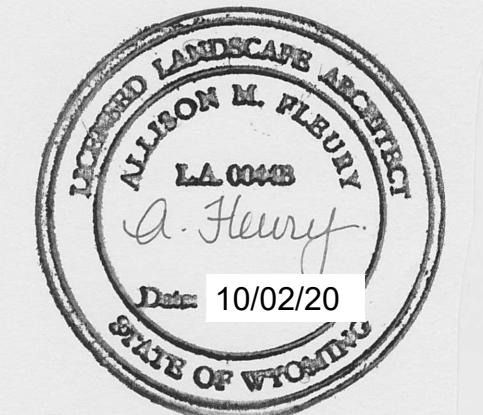
Required plant material Phase 1	\$27,962.45
Required plant material Phase 2	\$28,557.45

Proposed Plant Material - Phase1

Trees	Botanical	Common	Cont	Cal	Size	Quantity	Cost Ea	Total Cost
	Populus angustifolia	Narrowleaf Poplar	Existing -	to remain		6	\$700.00	\$4,200.00
	Populus tremula 'Erecta'	European Columnar Aspen	B & B	2.5"Cal		21	\$400.00	\$8,400.00
	Populus tremuloides	Quaking Aspen	B & B	3"Cal		4	\$450.00	\$1,800.00
Shrubs	Botanical	Common	Size	Field2	Field3	Quantity		
	Cornus sericea 'Baileyi'	Red Twig Dogwood	B & B	4' min.		28	\$265.00	\$7,420.00
	Euonymus alatus 'Compactus'	Compact Burning Bush	5 gal			27	\$65.00	\$1,755.00
Grasses	Botanical	Common	Size	Field2	Field3	Quantity		
	Helictotrichon sempervirens	Blue Oat Grass	1 gal			21	\$18.00	\$378.00
Perennials	Botanical	Common	Size	Field2	Field3	Quantity		
	Perovskia atriplicifolia 'Blue Spires'	Blue Spires Russian Sage	1 gal			76	\$18.00	\$1,368.00
								\$25,321.00
								\$650.00
								\$2,000.00
								\$27,971.00

Additional Plant Material - Phase 2

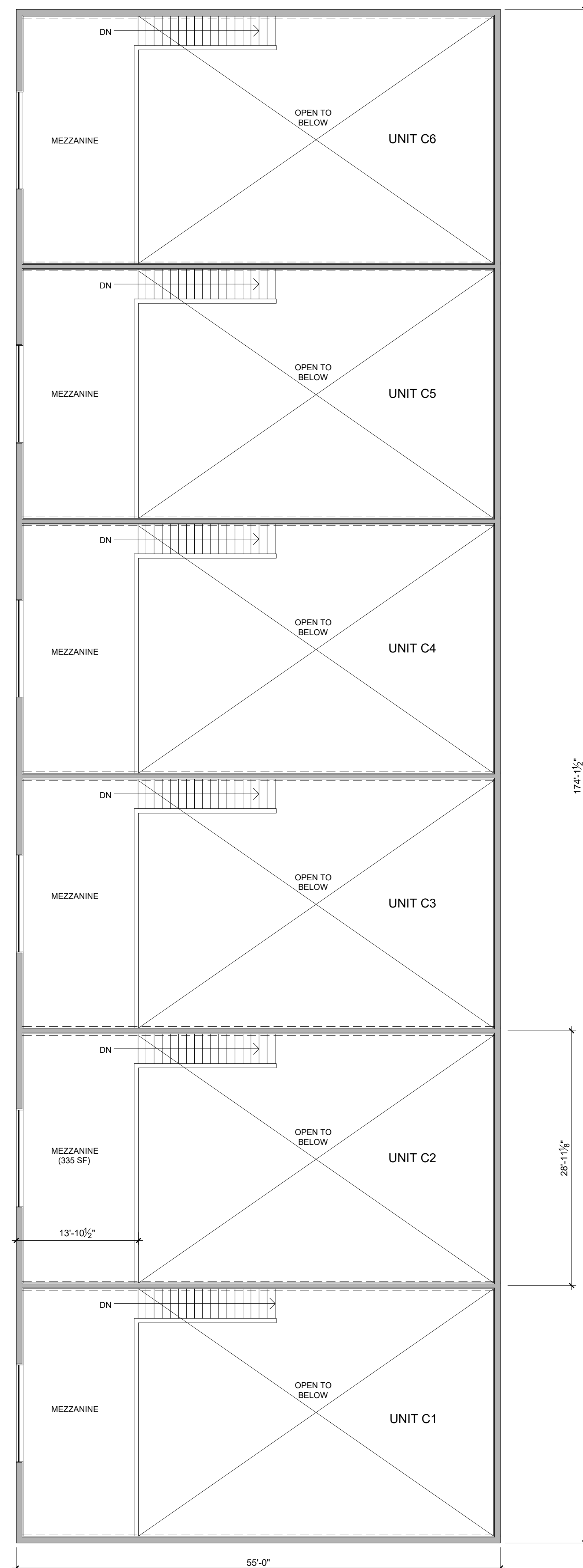
Trees	Botanical	Common	Cont	Cal	Size	Quantity	Cost Ea	Total Cost
	Populus tremuloides	Quaking Aspen	B & B	3"Cal		2	\$450.00	\$900.00
								\$28,871.00



PROJECT TITLE:
1675 BERGER LANE
JACKSON WY

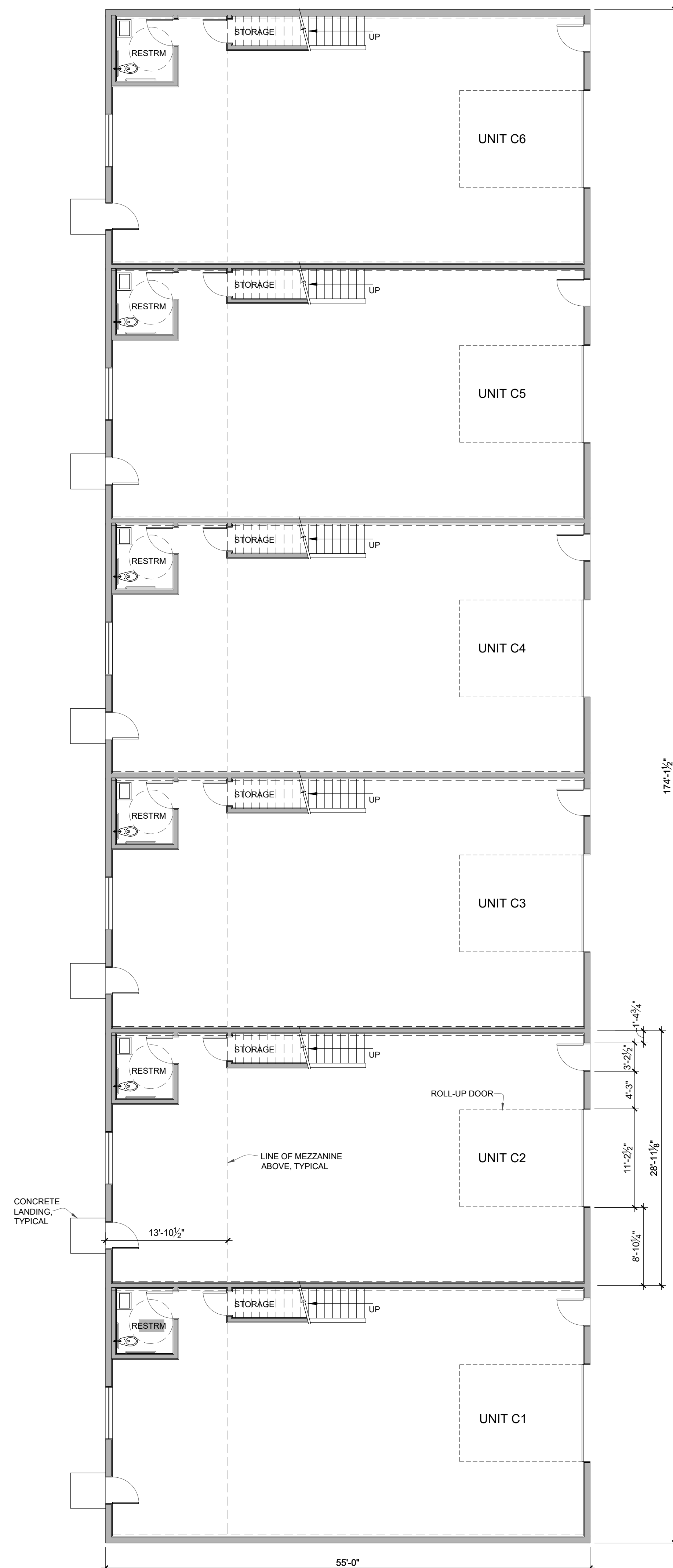
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LANDSCAPE PLANT UNITS

DRAWING NO: LP 5.1
Project Number: 2020-20
Prepared By: AMF Date: 10/02/20 Rev. Date:



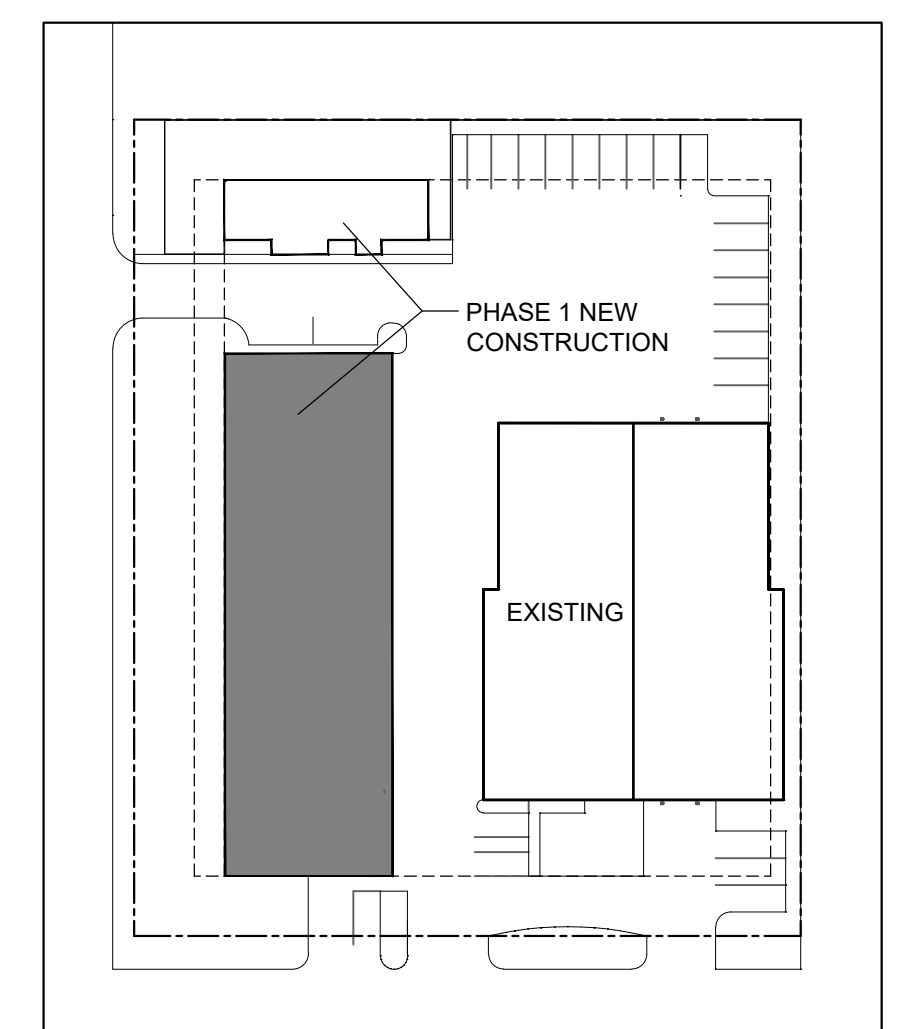
MEZZANINE PLAN

SCALE: 1/8" = 1'-0"



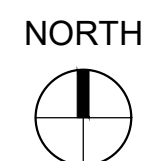
MAIN LEVEL PLAN

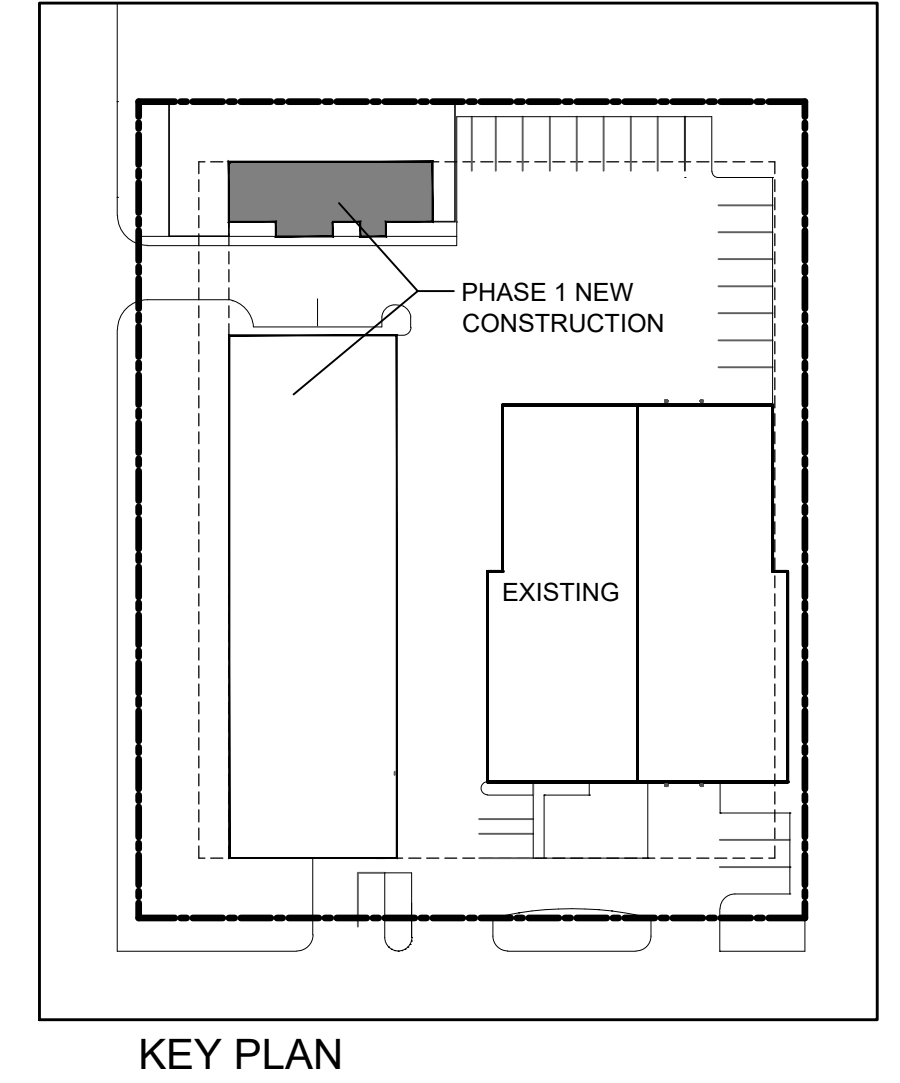
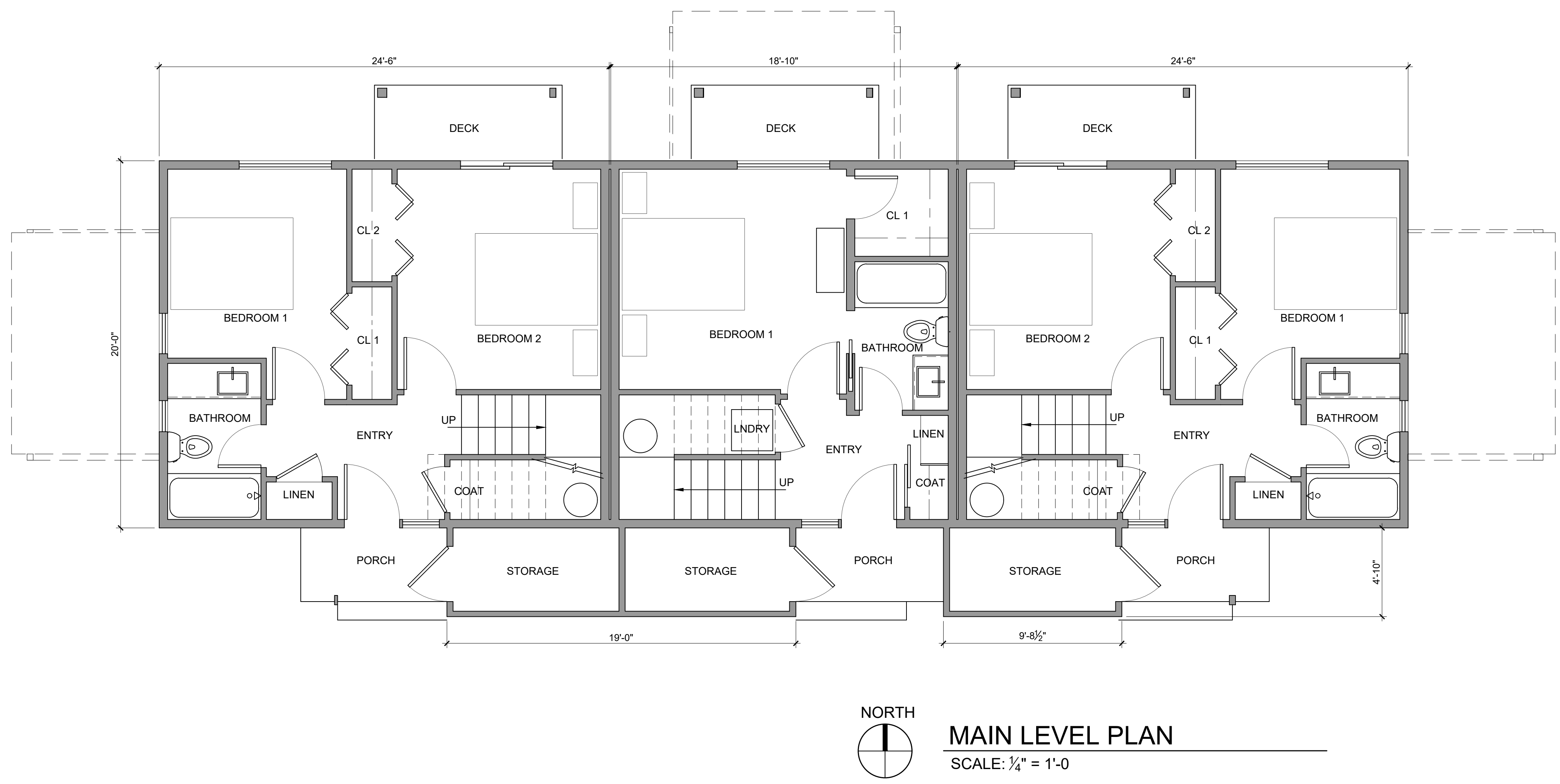
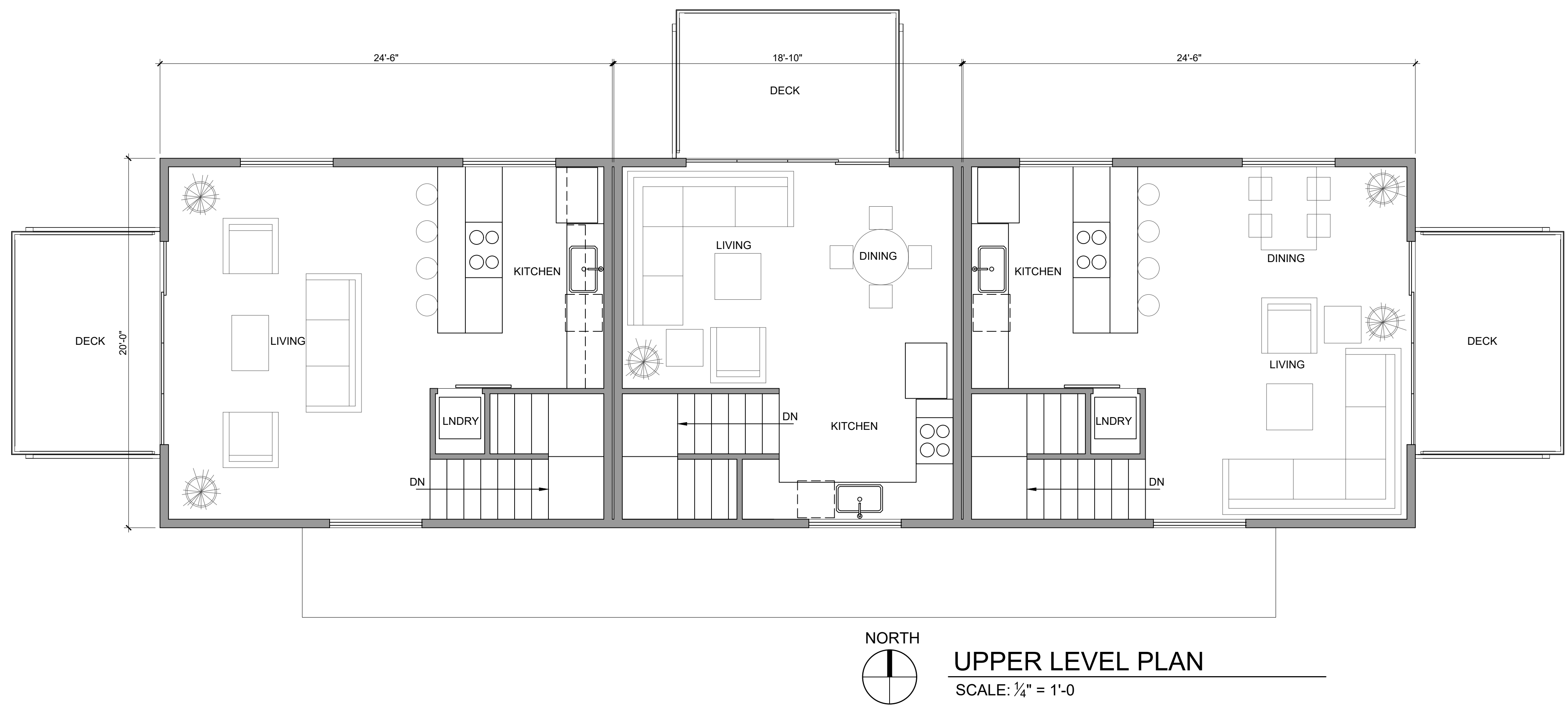
SCALE: 1/8" = 1'-0"



KEY PLAN

PHASE 1 AREA CALCULATION	
NEW MAIN LEVEL TOTAL	9,576 SF
NEW MEZZANINE LEVEL TOTAL	2,417 SF
TOTAL NEW CONSTRUCTION	11,993 SF
EXISTING BLDG AREA	12,096 SF
PHASE 1 NEW TOTAL AREA	24,089 SF





HOUSING AREA CALCULATION			
UNIT D1	HABITABLE	NON-HABITABLE	COMBINED
MAIN LEVEL	490 SF	46 SF	536 SF
UPPER LEVEL	428 SF	0 SF	428 SF
TOTAL	918 SF	46 SF	964 SF
UNIT D2	HABITABLE	NON-HABITABLE	COMBINED
MAIN LEVEL	376 SF	46 SF	422 SF
UPPER LEVEL	318 SF	0 SF	318 SF
TOTAL	694 SF	46 SF	740 SF
UNIT D3	HABITABLE	NON-HABITABLE	COMBINED
MAIN LEVEL	490 SF	46 SF	536 SF
UPPER LEVEL	428 SF	0 SF	428 SF
TOTAL	918 SF	46 SF	964 SF
TOTAL HOUSING AREA			2668 SF

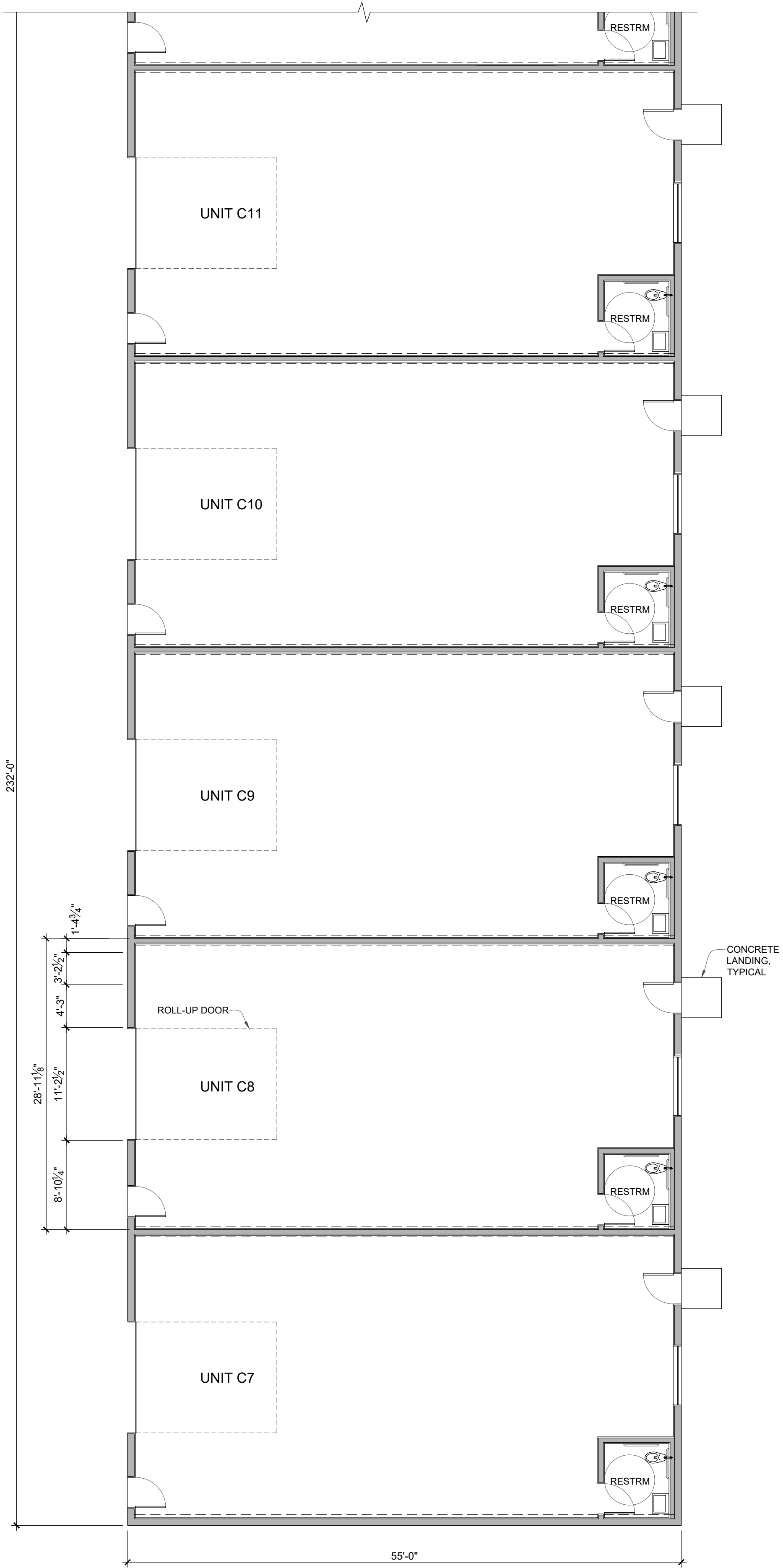


BOX 4119
JACKSON, WY 83001
307-733-5697
FAX 307-733-5761

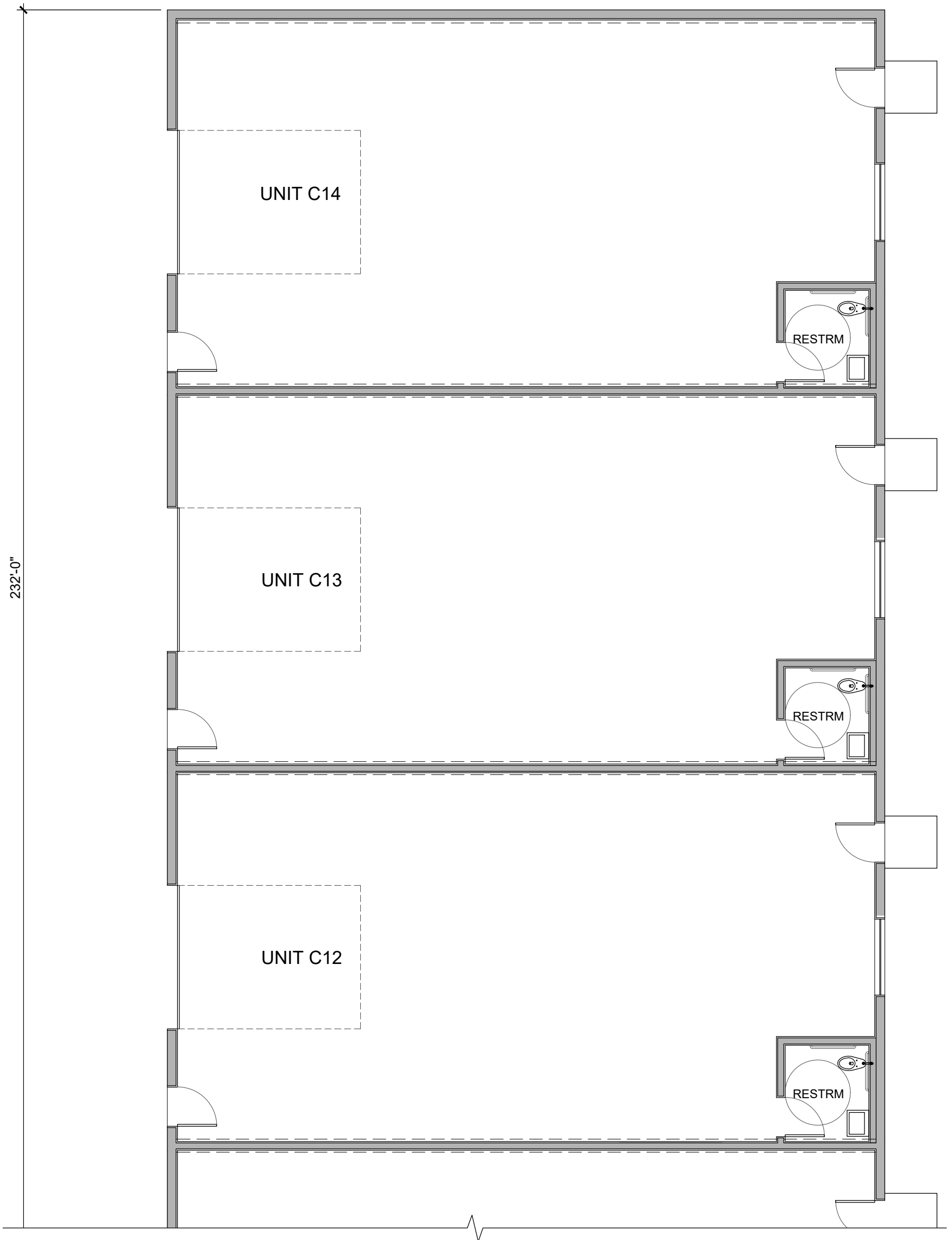
1675 BERGER ROAD
JACKSON HOLE, WYOMING

Date:
10.01.2020
Revisions:

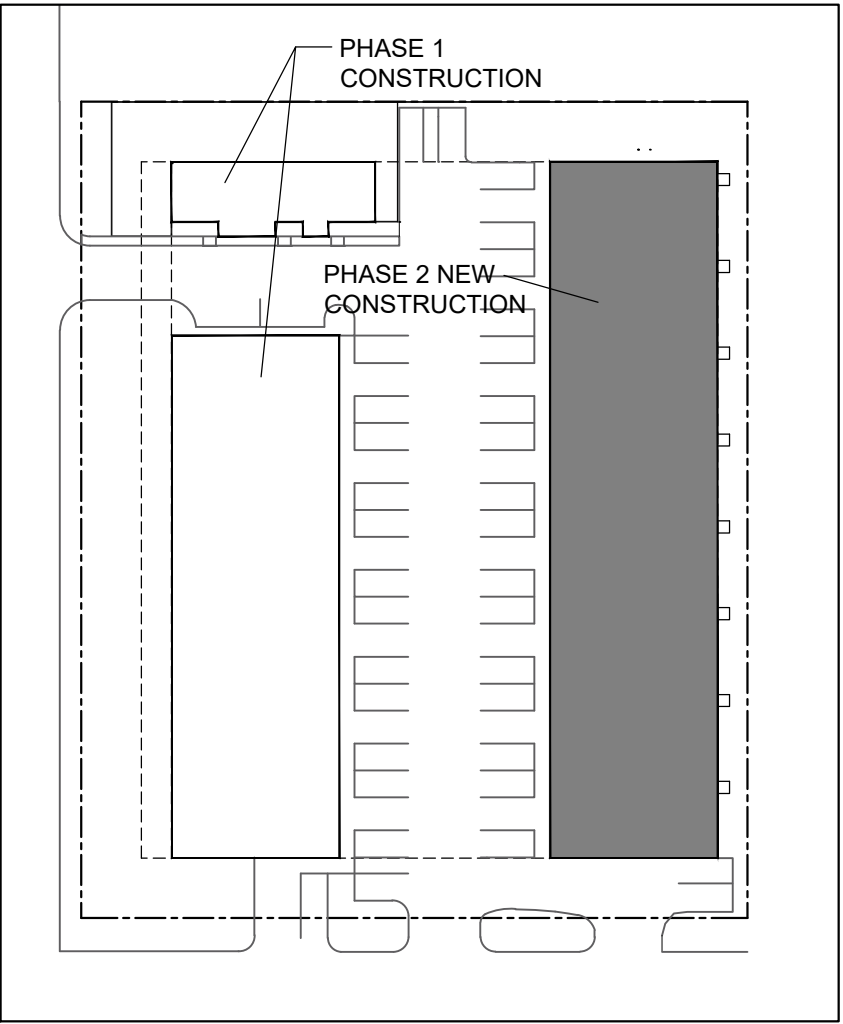
A2.1
PHASE 1
HOUSING
PLANS



NORTH
MAIN LEVEL PLAN - (SOUTH END)
SCALE: 1/8" = 1'-0"



NORTH
MAIN LEVEL PLAN - (NORTH END)
SCALE: 1/8" = 1'-0"



KEY PLAN

PHASE 2 AREA CALCULATION

NEW MAIN LEVEL TOTAL	12,760 SF
NEW MEZZANINE LEVEL TOTAL	0 SF
TOTAL NEW CONSTRUCTION	12,760 SF
PHASE 1 BLDG AREA	11,993 SF
PHASE 2 NEW TOTAL AREA	24,753 SF



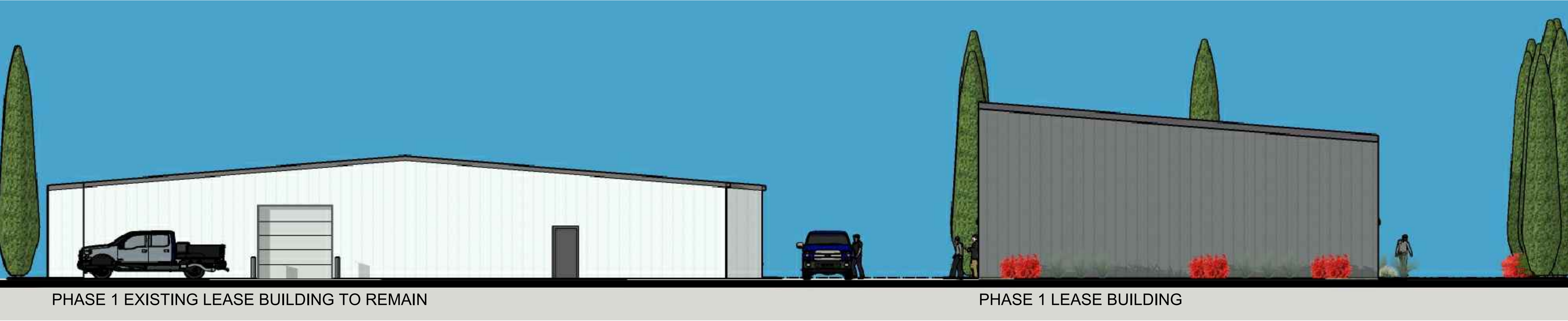
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307-733-5697
FAX 307-733-5761

1675 BERGER ROAD

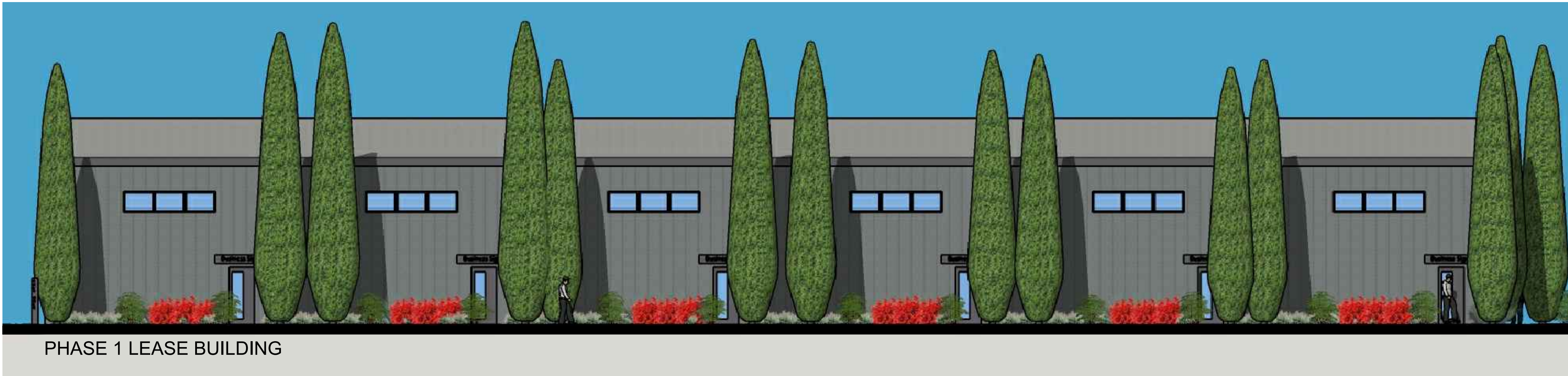
JACKSON HOLE, WYOMING

Date:
10.01.2020
Revisions:

A2.2
PHASE 2
EAST LEASE
SPACE PLANS



NORTH ELEVATION



WEST ELEVATION



BOX 4119
JACKSON, WY 83001

307-733-5697
FAX 307-733-5761

1675 BERGER ROAD

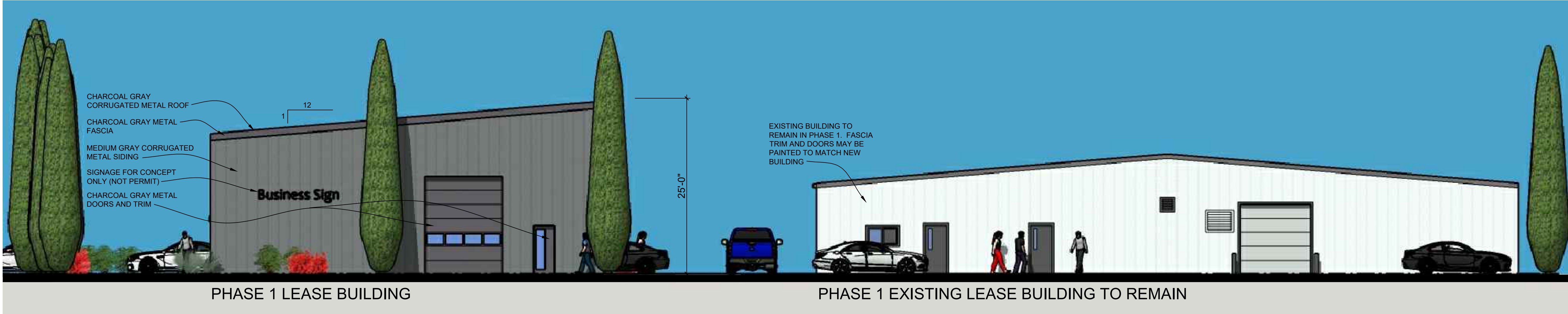
JACKSON HOLE, WYOMING

SCALE : $\frac{1}{8}" = 1'-0"$

Date:
10.01.2020

Revisions:

A3.1
PHASE 1
LEASE BLDG
ELEVATIONS



SOUTH ELEVATION



EAST ELEVATION



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FAX 307-733-5761

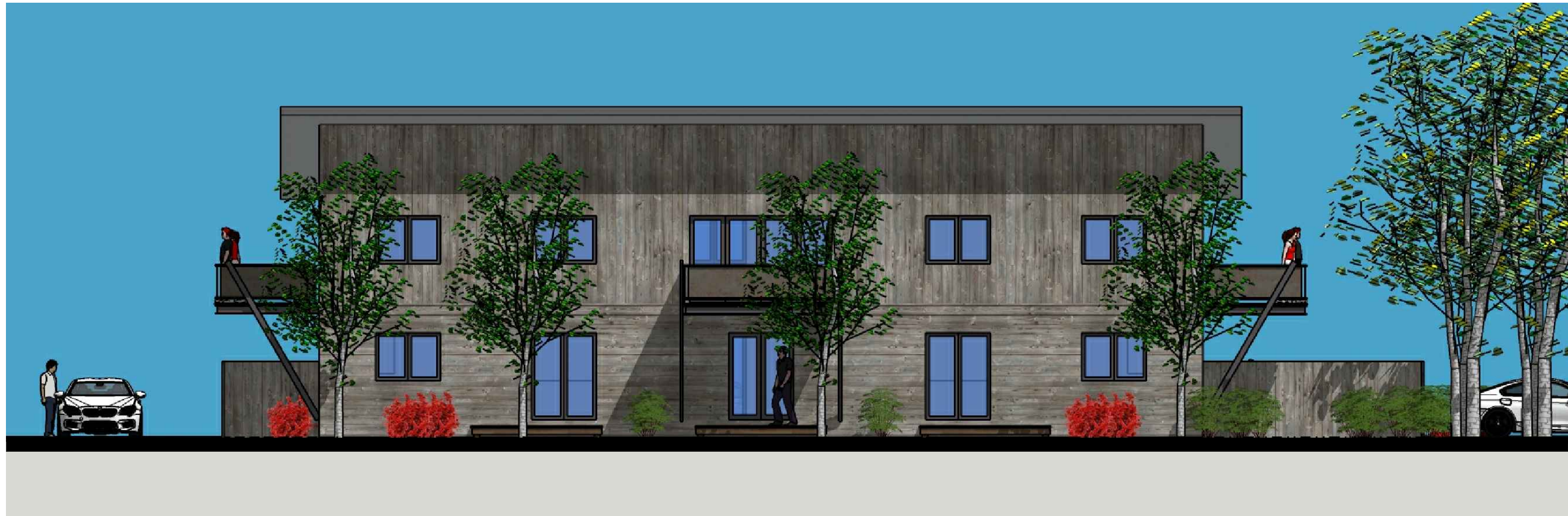
1675 BERGER ROAD

JACKSON HOLE, WYOMING

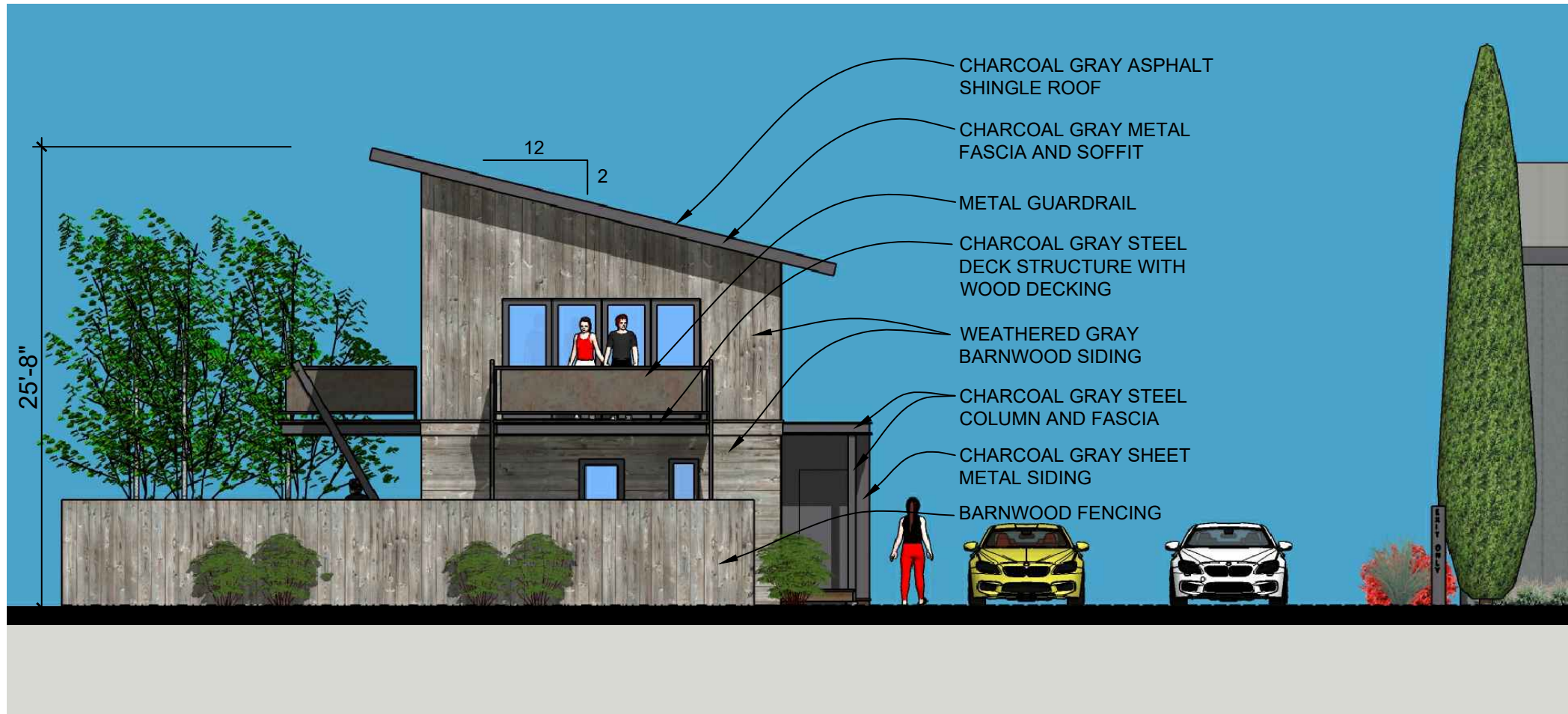
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Date:
10.01.2020
Revisions:

A3.2
PHASE 1
LEASE BLDG
ELEVATIONS



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



BOX 4119
JACKSON, WY 83001

307-733-5697
FAX 307-733-5761

1675 BERGER ROAD

JACKSON HOLE, WYOMING

SCALE : $\frac{1}{8}" = 1'-0"$

Date:
10.01.2020

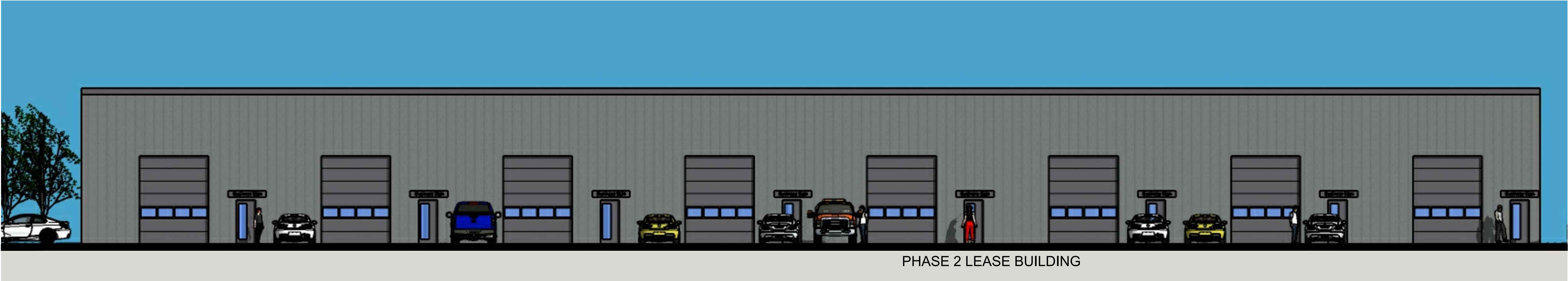
Revisions:

A3.3

PHASE 1
HOUSING UNITS
ELEVATIONS



NORTH ELEVATION



WEST ELEVATION



BOX 4119
JACKSON, WY 83001
307-733-5697
FAX 307-733-5761

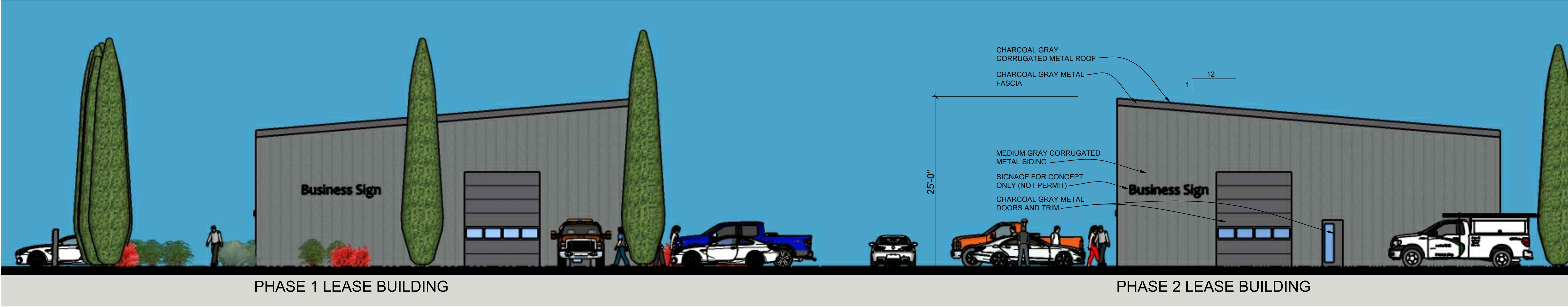
1675 BERGER ROAD

JACKSON HOLE, WYOMING

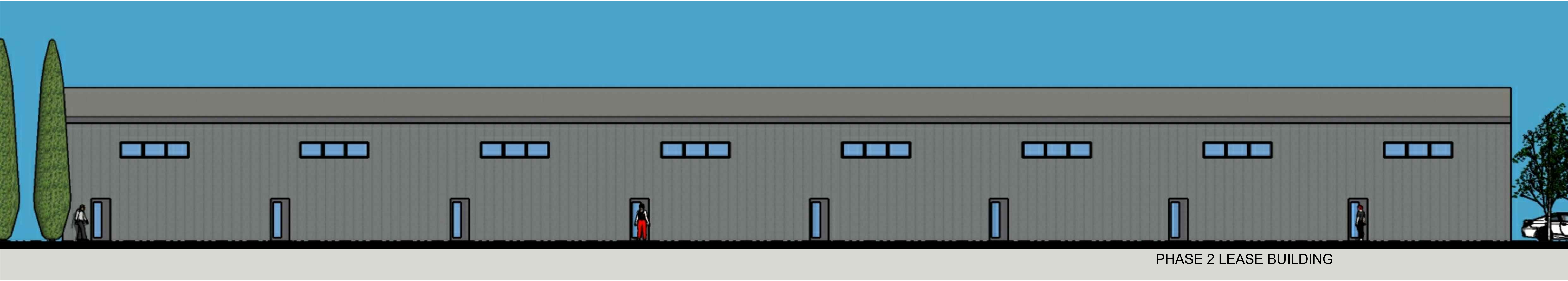
SCALE : 1/8" = 1'-0"

Date:
10.01.2020
Revisions:

A3.4
PHASE 2
LEASE BLDG
ELEVATIONS



SOUTH ELEVATION



EAST ELEVATION



BOX 4119
JACKSON, WY 83001
307-733-5697
FAX 307-733-5761

1675 BERGER ROAD
JACKSON HOLE, WYOMING

SCALE : $\frac{1}{8}$ " = 1'-0"

Date:
10.01.2020
Revisions:

A3.5
PHASE 2
LEASE BLDG
ELEVATIONS



VIEW FROM THE NORTHEAST



INTERNAL VIEW LOOKING NORTHWEST



VIEW FROM THE NORTHWEST



PHASE 2 - 3D SITE PLAN



VIEW FROM THE SOUTHWEST



BOX 4119
JACKSON, WY 83001
307-733-5697
FAX 307-733-5761

1675 BERGER ROAD
JACKSON HOLE, WYOMING

Date:
10.01.2020
Revisions:

A3.6
3D
RENDERINGS

STAFF REPORT



MEETING DATE & TITLE: February 1, 2021 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Finance

PRESENTER: Kelly Thompson, Finance Director

SUBJECT: Fiscal Year 2021 Budget - Amendment #2 **PUBLIC COMMENT:** Yes

PURPOSE & POLICY CONSIDERATIONS:

The purpose of this item is for Town Council to approve a resolution adopting amendments to the Town of Jackson's fiscal year 2021 budget.

REQUESTED ACTION:

Staff requests that the Mayor & Council approve the attached resolution.

RECOMMENDATION:

Staff recommends that the Mayor & Council approve the attached resolution.

BACKGROUND:

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

ANALYSIS:

The attached resolution proposes modifications to the Town's current FY 2021 budget. The resolution represents the 2021 amended budget divided into budget divisions (Mayor & Council, Municipal Judge, Town Attorney, etc.). Significant items include budget amendment of reducing \$250,000 in Planning professional services as that project was moved to County, \$100,000 to transfer Imagine Jackson property, \$52,558 in COVID-19 incurred expenditures, \$362,026 transfers from General Fund to refund FY2020 transfers, \$288,098 for Melody Ranch Townhomes roof repair loans, \$513,532 for START winter service level increase, and \$275,000 for Gregory Lane thaw well design and installation.

ALTERNATIVES (Optional):

NONE

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

FISCAL IMPACT:

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from current budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

STAFF IMPACT:

Town Manager and Directors spend about 20 hours a month reviewing budget. About 10 hours is spent drafting quarterly budget amendments, Adoption of the resolution will require printing, signatures, and permanent record storage and archiving and will be approximately 1 hour of work by the Town Clerk.

ATTACHMENTS OR LINKS:

Resolution 21-04 adopting amendments to the Fiscal Year 2021 Budget.

Exhibit A – Schedule of Increases/Decreases.

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve Resolution 21-04 adopting amendments to the fiscal year 2021 budget.

RESOLUTION 21-04

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2021 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2021 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	325,266	-	325,266
Town Attorney	323,389	(650)	322,739
Municipal Judge	248,390	650	249,040
Administration	278,632	-	278,632
Town Clerk & Personnel	611,552	-	611,552
Finance	587,802	-	587,802
Community Development	436,097	-	436,097
Information Technology	550,258	-	550,258
Planning	980,928	(250,000)	730,928
Town-Wide Services	226,491	52,558	279,049
Town Facilities	605,209	100,000	705,209
Police - Administration	512,545	8,433	520,978
Police - Investigations	362,312	(2,000)	360,312
Police - Patrol	2,870,361	-	2,870,361
Police - Community Service	405,508	-	405,508
Police - Special Operations	19,394	-	19,394
Victim Services	280,620	-	280,620
Animal Shelter/Control	254,356	-	254,356
Building Inspections	359,887	-	359,887
Public Works Administration	301,810	-	301,810
Streets	1,201,488	23,170	1,224,658
Engineering	387,905	-	387,905
Yard Operations	30,197	-	30,197
Cemetery	15,267	-	15,267
Social Services	855,452	-	855,452
Community Initiatives	221,476	-	221,476
County-Budgeted Joint Programs	3,498,452	-	3,498,452
Transfers Out	1,125,200	400,000	1,525,200
Total General Fund	17,876,244	332,161	18,208,405
Affordable Housing	276,901	346,708	623,609
Total Affordable Housing Fund	276,901	346,708	623,609
Parking Exactions	-	25,000	25,000
Total Parking Exactions Fund	-	25,000	25,000
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing	661,155	-	661,155
Total Employee Housing Fund	661,155	-	661,155
Animal Care	55,000	-	55,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	90,000	-	90,000
Lodging Tax	-	-	-
Transfers Out	334,224	-	334,224
Total Lodging Tax Fund	334,224	-	334,224

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
START Administration	863,087	10,000	873,087
START Operations	3,598,940	513,532	4,112,472
START Capital	7,893,250	22,401	7,915,651
START Indirect Cost Allocations	80,307	-	80,307
Total START Fund Expenditures	12,435,584	545,933	12,981,517
Capital Outlay	3,927,024	25,000	3,952,024
Transfers Out	150,000	-	150,000
Total Capital Projects Fund	4,077,024	25,000	4,102,024
Capital Outlay	105,133	-	105,133
Total 2006 SPET	105,133	-	105,133
Capital Outlay	199,707	(33,847)	165,860
Total 2010 SPET	199,707	(33,847)	165,860
Capital Outlay	239,967	-	239,967
Total 2014 SPET	239,967	-	239,967
Capital Outlay	29,750	-	29,750
Total 2016 SPET	29,750	-	29,750
Capital Outlay	822,369	-	822,369
Total 2017 SPET	822,369	-	822,369
Capital Outlay	-	275,000	275,000
Total 2019 SPET	-	275,000	275,000
Water Maintenance & Operation	834,371	33,000	867,371
Water Wells	289,321	-	289,321
Water Billing & Accounting	184,396	-	184,396
Water Capital Outlay & Improvements	563,073	-	563,073
Water Debt Service	108,220	-	108,220
Water Transfers Out	444,850	-	444,850
Sewage Plant Operations	963,756	33,000	996,756
Sewage Maint. & Operations	340,567	-	340,567
Sewage Billing & Accounting	169,285	-	169,285
Sewage Capital Outlay & Improvements	1,519,092	52,031	1,571,123
Sewage Transfers Out	444,850	-	444,850
Total Enterprise Funds	5,861,781	118,031	5,979,812
Employee Insurance	2,692,185	-	2,692,185
Total Insurance Fund	2,692,185	-	2,692,185
Fleet Expenditures	1,947,383	-	1,947,383
Total Fleet Management Fund	1,947,383	-	1,947,383
Central Equipment Expenses	108,252	-	108,252
Total Central Equipment Fund	108,252	-	108,252
IT Services	1,031,561	6,000	1,037,561
Total IT Service Fund	1,031,561	6,000	1,037,561
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	3,916,329	-	3,916,329
Licenses & Permits	996,540	-	996,540
Intergovernmental Revenue	5,436,074	(200,000)	5,236,074
Charges for Services	668,247	-	668,247
Fines & Forfeitures	327,500	-	327,500
Miscellaneous Revenue	350,479	322,909	673,388
Transfers In	1,005,007	-	1,005,007
Total General Fund	12,700,176	122,909	12,823,085
Licenses & Permits	250,000	-	250,000
Intergovernmental Revenue	-	72,000	72,000
Miscellaneous Revenue	20,000	-	20,000
Transfers In	276,901	-	276,901
Total Affordable Housing Fund	546,901	72,000	618,901
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	14,500	-	14,500
Transfers In	-	-	-
Total Parking Exactions Fund	65,500	-	65,500
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	3,900	-	3,900
Total Park Exactions Fund	13,900	-	13,900

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	431,160	-	431,160
Transfers In	112,026	100,000	212,026
Total Employee Housing Fund	543,186	100,000	643,186
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	334,124	-	334,124
Miscellaneous Revenue	100	-	100
Total Lodging Tax Fund	334,224	-	334,224
Intergovernmental Revenue	9,517,158	1,426,063	10,943,221
Charges for Services	1,176,437	(220,621)	955,816
Miscellaneous Revenue	13,000	-	13,000
Transfers In	420,497	-	420,497
Total START Fund Revenues	11,127,092	1,205,442	12,332,534
Intergovernmental	1,453,581	-	1,453,581
Miscellaneous Revenue	298,368	-	298,368
Transfers In	322,500	-	322,500
Total Capital Projects Fund	2,074,449	-	2,074,449
Miscellaneous Revenue	4,400	-	4,400
Total 2006 SPET	4,400	-	4,400
Intergovernmental	-	94,199	94,199
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	6,000	94,199	100,199
Miscellaneous	55,900	-	55,900
Total 2014 SPET	55,900	-	55,900
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Miscellaneous	6,500	-	6,500
Total 2017 SPET	6,500	-	6,500
Taxes	2,221,566	-	2,221,566
Miscellaneous	3,500	-	3,500
Total 2019 SPET	2,225,066	-	2,225,066
Water Intergovernmental	-	101,250	101,250
Water Charges for Services	2,370,617	-	2,370,617
Water Miscellaneous	79,720	-	79,720
Water Transfers In	75,000	-	75,000
Sewage Charges for Services	2,516,658	-	2,516,658
Sewage Miscellaneous	70,800	-	70,800
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,187,795	101,250	5,289,045
Charges for Services	1,806,127	-	1,806,127
Miscellaneous Revenue	37,000	-	37,000
Transfers In	450,000	200,000	650,000
Total Employee Insurance Fund	2,293,127	200,000	2,493,127
Charges for Services	1,574,446	-	1,574,446
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	1,575,046	-	1,575,046
Miscellaneous Revenue	25,700	-	25,700
Transfers In	200,000	100,000	300,000
Total Central Equipment Fund	225,700	100,000	325,700
Charges for Services	820,643	-	820,643
Miscellaneous Revenue	1,000	-	1,000
Total IT Service Fund	821,643	-	821,643

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(5,176,068)	(209,252)	(5,385,320)
Affordable Housing	270,000	(274,708)	(4,708)
Parking Exactions Fund	65,500	(25,000)	40,500
Park Exactions Fund	13,900	-	13,900
Employee Housing Fund	(117,969)	100,000	(17,969)
Animal Care Fund	(29,800)	-	(29,800)
Lodging Tax Fund	-	-	-
Start Fund	(1,308,492)	659,509	(648,983)
Capital Projects	(2,002,575)	(25,000)	(2,027,575)
2006 SPET	(100,733)	-	(100,733)
2010 SPET	(193,707)	128,046	(65,661)
2014 SPET	(184,067)	-	(184,067)
2016 SPET	(24,350)	-	(24,350)
2017 SPET	(815,869)	-	(815,869)
2019 SPET	2,225,066	(275,000)	1,950,066
Enterprise Funds	(673,986)	(16,781)	(690,767)
Employee Insurance Fund	(399,058)	200,000	(199,058)
Fleet Management Fund	(372,337)	-	(372,337)
Central Equipment Fund	117,448	100,000	217,448
IT Services Fund	(209,918)	(6,000)	(215,918)

PASSED, APPROVED, & ADOPTED this 1st day of February , 2021

Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Sandy Birdyshaw
Town Clerk

Exhibit A -Schedule of Increases\Decreases**General Fund Expenditures and Other Uses****Town Attorney**

Books & Publications	(650)	Reallocate legal research charges to correct department
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Municipal Judge

Books & Publications	650	Reallocate legal research charges to correct department
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Planning

Professional Services	(250,000)	Northern South Park moved to County management, approved at 11/2/2020 JIM
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Town Facilities

Imagine Jackson	100,000	Mortgage, attorney fees, and operating exp. approved at 6/15/2021 Council meeting
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Patrol - Administration

Overtime	2,000	Reallocate staff time to appropriate division
Insurance Deductible	3,364	State risk management settlement from FY2017
Repair & Maint - Vehicles	3,069	Significant car repair due

Patrol - Investigations

Overtime	7,000	Reallocate staff time to appropriate division
Salaries & Wages - Part-Time	(9,000)	Reallocate staff time to appropriate division

Streets

Salaries & Benefits	23,170	Part-time Snow Plowing position approved at 12/7/2020 Council meeting
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Town-Wide Services

COVID-19	52,558	COVID-19 expenditures to date
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Transfers Out

Transfer to Central Equipment	100,000	Refund transfers made in FY2020
Transfer to Employee Housing	100,000	Refund transfers made in FY2020
Transfer to Employee Insurance	200,000	Refund transfers made in FY2020

Total General Fund

332,161

Special Revenue Fund Expenditures and Other Uses**Affordable Housing Fund**

Melody Ranch Townhomes	288,098	Roof repair loans approved at 10/24/2019 JIM
Housing Supply Plan	58,610	Low-Income Multifamily Developer Consultant Contract approved at 6/15/2020 Council

Parking Exactions Fund

Town Parking Study	25,000	Parking Management RFP Consultant approved at 12/21/2020 Council workshop
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START Administration

Utilities	10,000	Winter Increase approved at 10/5/2020 JIM
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START Operations

Professional Services	281,000	Salt Lake Express contract approved at 12/21/2020 Council meeting
Salaries & Benefits	58,674	Winter Increase approved at 10/5/2020 JIM
Fuels, Parts, & Labor	82,326	Winter Increase approved at 10/5/2020 JIM
Liability Insurance	91,532	Idaho supplemental insurance

START Capital

Bus Shelter (3)	22,401	FY2021 Capital Project Budget Roll-Over
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Total Special Revenue Fund

917,641

Capital Project Fund Expenditures and Other Uses**Capital Projects Fund**

Flat Creek/Karns planning/desi	25,000	FY2021 Capital Project Budget Roll-Over
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2010 SPET Fund

START - Facility Electrical Upgrade	15,620	FY2021 Capital Project Budget Roll-Over
St John's EVSE	24,517	Electric Charging Stations approved at 1/4/2021 Council meeting
START - EVSE Proterra Charger	(73,984)	Project not needed

2019 SPET Fund

Gregory Lane	275,000	Thaw Well design and installation
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Total Capital Projects Fund

266,153

Water Fund Expenditures and Other Uses**Maintenance & Operations**

Professional services	33,000	Rate study carryover from FY2021, exceeded budget
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Total Water Fund	33,000	
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Sewer Fund Expenditures and Other Uses**Plant Operations**

Professional Services	33,000	Rate study carryover from FY2021, exceeded budget
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Capital Outlay

Flat Creek/Karns sewer study,	52,031	FY2021 Capital Project Budget Roll-Over
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Total Sewage Fund	85,031	
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Internal Service Fund Expenditures and Other Uses**IT Service Fund**

Contract Maintenance	6,000	Zoom Subscription
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Total Internal Service Fund	6,000	
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Total Expenditures and Other Uses	1,639,986	
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General Fund Revenues and Other Sources

County Reimb- Planning	(200,000)	Northern South Park moved to County, approved at 11/2/2020 JIM
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SLIB - COVID-19	322,909	SLIB Corona Relief Funds received to date
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Total General Fund	122,909	
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Special Revenue Fund**Affordable Housing Fund**

County Reimbursement	72,000	Melody Ranch Townhomes - loan repayment
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Employee Housing Fund

Transfer from General Fund	100,000	Refund transfers made in FY2020
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START Fund

FTA5339/WY - Bus Shelter	129,452	Bus Shelter Grant revenue
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Teton County Grant - Start	281,000	Reimbursement for Salt Lake Express contract
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FTA/Wyoming 5311 Grant	924,079	CARES funding
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FTA/Idaho 5311 Grant	91,532	CARES funding
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Transit Fares	(99,000)	Decrease fares related to decreased ridership
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Fares - Star Valley	(58,438)	Decrease fares related to decreased ridership
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Fares - Teton Valley	(63,183)	Decrease fares related to decreased ridership
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Total Special Revenue Fund	1,377,442	
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Water Revenues and Other Sources

WWDC - Well 9 Exploration	101,250	Wyoming Water Development Commission grant approved at 9/8/2020 Council meeting
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Total Water Revenues and Other Sources	101,250	
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Capital Project Revenues and Other Sources**2010 SPET Fund**

Teton County EMP Funds	94,199	Teton County Energy Mitigation Program Fund matching funds
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Total Capital Projects Fund	94,199	
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Internal Service Fund Revenues and Other Sources**Central Equipment Fund**

Transfer from General	100,000	Refund transfers made in FY2020
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Employee Insurance Fund

Transfer from General	200,000	Refund transfers made in FY2020
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Total Internal Service Fund	300,000	
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Total Revenues and Other Sources	1,995,800	
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STAFF REPORT



Meeting Date:	February 1, 2021	Meeting Title:	Regular Town Council Mtg
Submitting Department:	Police	Presenter:	Michelle Weber
Agenda Item:	Sexual Assault Response Team Supporting Resolution 21-05	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this resolution is to recognize and support the creation of a Sexual Assault Response Team and the Jackson Police Department's participation on that team.

Requested Action.

Staff requests Council approve the resolution of support.

Recommendations.

Staff recommends the Town Council approve the resolution of support for the Sexual Assault Response Team.

Background.

In the JPD, we have moved a patrol position to investigations in order to strengthen the division and meet the goals of the Sexual Assault Response Team. Amanda White, a current police officer, has been given the first assignment on this team. Should all the vacant positions in the police department be filled, the goal is to have a male and female team dedicated to responding to sexual assault calls. A Sexual Assault Response Team (SART) is a specific intervention model focused on immediate and consistent response to sexual assault victims with the goal of implementing and maintaining a comprehensive, coordinated, trauma-informed and victim-centered system of intervention and care, with a commitment to systems change and continuous improvement. The term of the rotation(s) will be determined at a later date but is expected to be 3-5 years. Once the term is up, the officer rotates back to patrol or to another sworn law enforcement position in the Department and another officer will be given the opportunity to serve in this role.

Analysis.

Teton County is adopting a similar resolution of support.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

The core membership of a SART includes law enforcement, medical providers, and community-based victim advocates. Additional essential members include prosecutors, system-based victim advocates, and mental health services.

Fiscal Impact.

None.

Staff Impact.

The staff impact of this supportive resolution is positive in that it offers a specialized rotation that promotes a victim-centered response to sexual violence through increased collaboration and education across disciplines.

Attachments or Links.

Resolution of Support.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve Resolution 21-05, a Resolution of Support for the Sexual Assault Response Team.

RESOLUTION 21-05

RESOLUTION OF SUPPORT FOR SEXUAL ASSAULT RESPONSE TEAM

WHEREAS, each and every day sexual violence and sexual assault impacts all persons in the United States of America, the State of Wyoming, including our community of Teton County, and in the Town of Jackson; and

WHEREAS, in the United States of America, someone is sexually assaulted every 73 seconds, and every 9 minutes that victim of sexual assault is a child; and

WHEREAS, approximately 60,000 children a year are victims of substantiated or indicated sexual abuse; and

WHEREAS, 1 out of every 6 American women have been the victim of an attempted or completed rape in their lifetime, and 1 in 33 American men have experienced an attempted or completed sexual assault in their lifetime; and

WHEREAS, the majority of sexual assaults against women, children, or men, occur at or near the victim's home; and

WHEREAS, Teton County Victim Services is funded in part by the Wyoming Attorney General's Office, Division of Victim Services, and serves as advocates for victims of adults and children in Teton County, Wyoming, and in the Town of Jackson, and during the year 2020 was contacted by approximately 619 victims and survivors (adults and children) and has provided vast services from advocacy, to assistance with compensation, protection orders, and impact statements, of which over one-third of all reported alleged crimes stem from physical and sexual assault, domestic violence, and stalking; and

WHEREAS, the Community Safety Network is a nonprofit organization whose primary purpose is to provide shelter and advocacy to adult survivors and victims of domestic violence, sexual assault, and stalking in an effort to ensure an individual's safety and hope for living a life free from violence, and who acknowledges victimization involves violent sexual assault or rape in the perpetuation of a domestic violence act, and the advocates from the Community Safety Network offer shelter, support, advocacy, safety planning, and other services to survivors of sexual assault; and

WHEREAS, our community's law enforcement officials, including the Teton County Sheriff's Office, the Jackson Police Department, and the Teton County and Prosecuting Attorney's Office, are committed to continuing the education of their staff on the benefits of trauma informed responses and victim-centered investigations regarding sexual assault cases, to better equip law enforcement with the tools to listen and understand victims and survivors of sexual assault, rape, and stalking, and whereby law enforcement commits to strong communication with victims and survivors, the sexual assault response nurses at St. John's Health, their advocates and partners with the Teton County Victim Services and the Community Safety Network, when investigating and making decisions about whether to prosecute sexual assault cases against individuals who have allegedly perpetrated violent sexual crimes against women, men, and children in our community; and

WHEREAS, knowing that sexual assault and crimes of sexual violence perpetrated against adults and children is vastly underreported in the State of Wyoming, including Teton County and the Town of Jackson; and,

WHEREAS, in Wyoming on a given day, almost 300 victims are served; over 100 adult and child victims found refuge in emergency shelters or transitional housing; almost 150 adult and child victims received non-residential assistance and services, including counseling, legal advocacy and children's support groups; and

WHEREAS, in Teton County, Wyoming, including the Town of Jackson, a Sexual Assault Response Team has formed consisting of advocates from the Teton County Victim Services, advocates from the Community Safety Network, the Sheriff and investigators from the Teton County Sheriff's Office, the Chief of Police and investigators from the Jackson Police Department, sexual assault nurse examiners from St. John's Health, and the Teton County and Prosecuting Attorney, in an effort to meet and coordinate our community and agency responses among Teton County Victim Services and the Community Safety Network to better serve victims and survivors of sexual assault, rape, or stalking; and

NOW, THEREFORE, having duly met at a regular meeting and considered the matter, the Town Council of the Town of Jackson, does hereby recognize and support the efforts of the Sexual Assault Response Team in Teton County, Wyoming, and the Town of Jackson, and commits to continue to work towards implementing and achieving better processes, services, and supports to victims and survivors of sexual assault in our community.

PASSED, APPROVED, AND ADOPTED this 1st day of February, 2021.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 21-06

A RESOLUTION REGARDING DOWNTOWN DESIGN OVERLAY AND HISTORIC PRESERVATION DESIGN GUIDELINES

WHEREAS, the Jackson / Teton County Comprehensive Plan provides policies and strategies to promote western character in the Town Square area, including Policy 4.2.e Protect the image and function of the Town Square and the statement that “Preserving the existing western character and heritage found in the buildings and public spaces in [District 1: Town Square] will be key to maintaining the existing character.”

WHEREAS, the Jackson / Teton County Comprehensive Plan provides policies and strategies to promote historic preservation, including Policy 4.5.a Identify and preserve historically significant structures and sites; Policy 4.5.b: Support the Historic Preservation Board; and Policy 4.5.c: Enhance historic preservation education, outreach, and awareness.

WHEREAS, in order to implement these Comprehensive Plan policies, the Town engaged in an extensive public process during 2019 and 2020 to update the Town of Jackson Land Development Regulations to establish standards, incentives, guidelines, and procedures related to the preservation of community character and historic structures. More specifically, based on extensive public comment, the Town established a Downtown Design Overlay and a Jackson Historic Register, both of which include associated architectural design guidelines to ensure that new structures and additions to existing structures are done according to clear guidelines that will help to protect the community’s heritage that is central to the Town’s economic sustainability and identity as a small, western town.

WHEREAS, on October 19, 2020, the Town Council approved the update to the Town Land Development Regulations related to Town Square zoning and historic preservation, including the Downtown Design Overlay Design Guidelines and Historic Preservation Design Guidelines, that will be added as an Appendix A to the existing Town Design Guidelines, originally adopted by Resolution No. 04-02.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on February 1, 2021, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that:

The Jackson Town Council approves adding Appendix A: Jackson Downtown Design Overlay and Historic Preservation Design Guidelines to the Town Design Guidelines.

PASSED, APPROVED, AND ADOPTED this 1st day of February 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

Appendix A:

Jackson Downtown Design Overlay and Historic Preservation Design Guidelines

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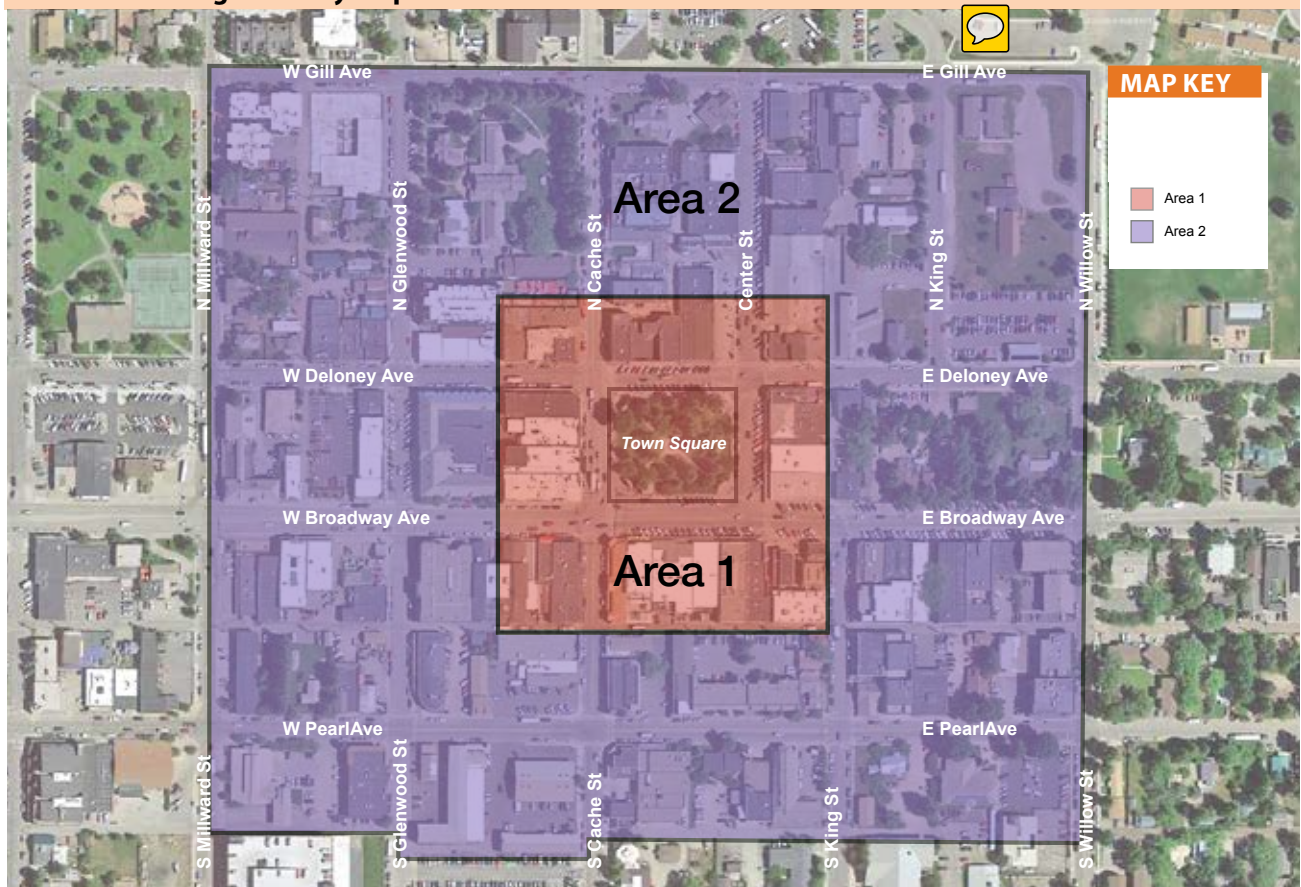
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INTRODUCTION

This appendix supplements the design guidelines that appear in the main body of this document and apply specifically to the **Downtown Design Overlay**, and **Historic Properties** town wide. The appendix is organized in two sections:

- Section 1 provides design guidelines for new buildings and additions in the Downtown Design Overlay Area 1 and Area 2
- Section 2 provides design guidelines for the rehabilitation of historic properties

Downtown Design Overlay Map



SECTION 1: DOWNTOWN DESIGN OVERLAY AREA 1 & AREA 2 DESIGN GUIDELINES

BACKGROUND POLICY RELATED TO AREA 1 AND AREA 2

For Area 1 and Area 2 the appendix focuses on interpreting what Western Character means, since maintaining a sense of Western Character is a policy in the community's Comprehensive Plan. Excerpts from the Jackson/Teton County Comprehensive Plan (06 April 2012) that identify "Western Character" are noted below:

Principle 4.1 - Maintain Town as the central Complete Neighborhood

Policy 4.1.a: Promote a complete Town of Jackson

...All subareas will each have some of the components of a Complete Neighborhood appropriate for that subarea and will collectively contribute to enhancing Town as the community's central Complete Neighborhood. However, not all components of a Complete Neighborhood will be provided in all subareas of Town, as each distinct subarea will have its own defined character and role...

Policy 4.1.c: Promote compatible infill and redevelopment that fits Jackson's neighborhoods

...The Town Character Districts provide specific guidance for infill and redevelopment projects, consistent with the desired character for each Subarea of Town...

Policy 4.2.e: Protect the image and function of Town Square

Town Square is Jackson's major tourism draw and can be described as the "heart of the heart". As such, it is the area that evokes the greatest amount of sentiment and concern regarding architecture, scale and character. This area will be subject to the highest level of design standards, particularly for block faces on the Town Square.

District 1: Town Square (TS1)

Existing and Future Desired Characteristics include:

"The Town Square District is the historic center of Jackson Hole and the central gathering space for residents and visitors alike. The district is home to iconic buildings and public spaces, including the Cowboy Bar, George Washington Memorial Park (the "Town Square"), and the sawtooth building profiles surrounding the Town Square. Preserving the existing western character and heritage found in the buildings and public spaces in this district will be key to maintaining the existing character. The district is the center of the visitor experience in Town and plays an

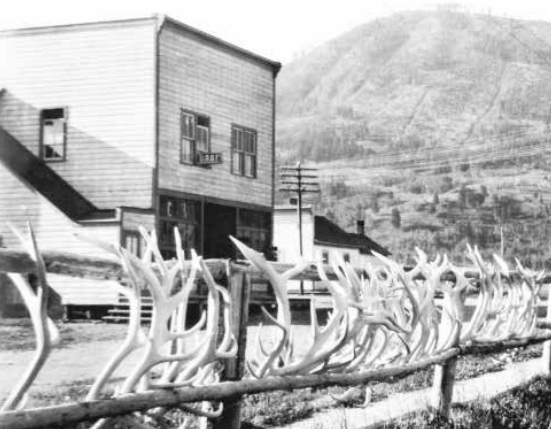
important role in defining our community's western heritage and overall community identity."

1.1: Inner Square (character defining features)

"This STABLE Subarea will focus on maintaining western character by retaining or replicating the existing built environment. Building heights directly fronting the Town Square should not exceed two stories. Buildings should be located near the street to create an attractive street front. A desired western architectural style and approach will be defined. The continuation of covered wooden boardwalks is vital to maintaining the desired western character."

1.2: Outer Square (character defining features)

This STABLE Subarea will focus on maintaining western character consistent with the existing character of the district. Building heights will be allowed up to three stories, in order to provide lodging, residential and other non-residential uses. Buildings should be located near the street to create an attractive street front. A desired western architectural style and approach will be defined. The continuation of covered wooden boardwalks is vital to maintaining the desired western character.



Traditional design precedents in these images include:

- flat roof with decorative cornice
- wood framing with stamped metal panels
- more ground level transparency with divided window panes

Top image

- upper level double-hung window pattern with divided window panes with lintels
- storefront (although difficult to see the first floor is highly transparent)

Bottom image

- flat roof with -simple cornice
- wood lap siding
- simple wood trim
- upper level double-hung window pattern with divided window panes with lintels
- decorative use of antlers appears across the street on simple timber fence

DEFINING WESTERN CHARACTER

This set of design guidelines further defines the term Western Character to add clarity to how it is interpreted for the design of new infill buildings, additions and other types of improvements within Area 1 and Area 2. The language below was derived from a public outreach process tasked with what Western Character meant to the community in regards to the built environment.

Western Character is a broad set of characteristics that are a part of the design traditions of the community and that appear in a variety of earlier building types and styles. It includes building forms, materials and details that may be combined in a variety of ways. As such, Western Character embodies an approach to design, not a specific style.

These guidelines address the key design variables embodied in Western Character. The intent is to convey a sense of authenticity and not require using historical styles. The purpose is to avoid confusing the genuine history of the community with imitations of historic styles.

Historic Precedents of Western Character

Historic photographs document precedents for Western Character in downtown Jackson. They show a range of buildings that vary in form, materials and detail, yet all were part of the town's heritage and contributed to its character. Each early building had a sense of relatedness with others. It exhibited a sense of authenticity, with practical responses to functional needs, the availability of craftsmen and materials, and climatic influences. This resulted in these features:

- Building forms were simple and functional. Some had false fronts with stepped parapets that followed the gable roof line hidden behind. Others had exposed gabled or similar sloping roofs that were key parts of their basic building forms. Details and ornamentation were used sparingly.
- Designs responded to environmental conditions: Awnings and canopies sheltered walkways and sloping roofs directed snow away from entrances.
- Buildings conveyed a sense of community: They were oriented to the street and scaled for walking.
- Natural materials were used: These were muted, with matte finishes, often even rustic. Many were locally sourced.
- Buildings connected to the street: Storefronts and porches signaled links to the public realm.
- Buildings had a sense of human scale: Building forms and design features were of sizes that relate to human scale. The repetition of storefronts, canopies and other openings along the street is an example.



Historic photographs document precedents for Western Character in the heart of Jackson. They show a range of buildings that vary in form, materials and detail, yet all were part of the town's heritage and contributed its character.

Traditional design precedents in these images include:

Many commercial buildings have traditional storefronts at the street level with large areas of display windows that are a part of Western Character. A traditional storefront has these features:

- A large area of glass as display windows, often composed of a set of smaller panes in frames
- A short stem wall (a bulkhead or kickplate) at the base, which supports the display windows
- An entrance which is clearly defined, often with double doors that are recessed.

Other buildings have a more residential character at the ground level, with smaller windows and a greater proportion of solid wall. They often have:

- A gabled porch as an entry
- Overhanging eaves, often with exposed rafters.



Top left image

- lodging building with sloped roofs, and roof dormers
- clearly defined entries
- stone and brick base with, upper-story material change (stucco with exposed timber)
- upper and lower level double-hung window pattern with shadow lines at windows
- articulation techniques (wall offsets)

Top right image

- cross-gable roof with dormers
- chinked log construction
- overhanging eaves
- exposed rafters
- more ground level transparency with wood trimmed double-hung windows, divided window panes, and shadow lines at windows
- porch entry feature
- vertical timber bell tower with hip roof
- articulation techniques (wall offsets)

Left image

- commercial building with sloped roofs
- wood lap siding with simple trim
- wood trimmed double-hung windows, divided window panes, with shadow lines
- ground level storefront with divided windows
- clearly defined entries
- articulation techniques (covered boardwalk)
- shadow lines at windows



Top left image

- commercial building with parapet and sloped roofs (false front)
- wood trimmed double-hung windows, with arched trim, and shadow lines
- clearly defined entry
- shadow lines at windows

Top right image

- row of commercial building with stepped parapets and sloped roofs (false front)
- storefront (although somewhat difficult to see, but many of the first floors are highly transparent) with some clearly defined recessed entries
- horizontal alignment of kickplates and transoms
- shadow lines at windows



APPLYING THE DESIGN GUIDELINES TO AREA 1 AND AREA 2

Area 1

Around the Town Square, the interpretation of Western Character should be more rigorous than in Area 2. In Area 1, buildings should maintain a predominately two-story experience on the site, and a more limited palette is appropriate for primary materials. Some height exception may be appropriate as a historic incentive for some historic buildings (see [Historic Preservation Ordinance](#)). Covered walkways sheltering boardwalks should be a key part of the pedestrian experience, and maintaining views to key landmarks and the mountains are particularly important.

Area 2

Buildings in Area 2 should still convey a sense of Western Character, but may do so a bit more broadly. Taller buildings are appropriate when they are designed to maintain a predominantly two-story experience at the street edge. More variety in primary building materials is also appropriate here, but still should be within the range of those seen traditionally. Addressing the street edge and providing shelter at building entrances is important, but covered walkways are not required.

EXAMPLE DESIGN GUIDELINES FORMAT

The design guidelines in this document use a standard format. This format includes a series of six items, which are noted and described in the diagram below.

A Design Topic Heading

This is shown in bold, is numbered, and is always at the top of the page.

B Intent Statement

The intent statement follows the design topic heading. It explains the goal of the design guidelines that follow. If an application does not specifically meet one of the design guidelines, it can be reviewed using the intent statement. Most of the intent statement for a topic applies to both areas, but in some cases some specific language may apply to Area 1, or Area 2. If this occurs, it will be noted within the intent statement for easy reference.

C Design Guidelines

Design guidelines describe an intent or desired outcome. They are numbered for easy reference. Most design guidelines apply to both areas, but in

some cases may apply only to Area 1, or Area 2. If this occurs, it will be identified by a subhead above the design guideline for easy reference. In some cases, a design guideline may be repeated to make it clear to the user when additional information under the guideline applies to a specific area.

D Additional Information

This information is found in a bullet list that follows a design guideline, where applicable. This provides appropriate and inappropriate strategies for meeting the intent of the design guideline.

E Further Detail

Further sub-bullets are provided for some design guidelines and provide even more detail.

F Images and Illustrations

Visuals are included to clarify the intent of the guideline. Captions provide more detail about how the image is to be interpreted.

F



A storefront allows views to activities inside the building on a street-facing façade. Providing a shadow line around the display windows is an important detail.

Appropriate and Inappropriate Solutions

In many cases, images and diagrams in the design guidelines are marked to indicate whether they represent appropriate or inappropriate solutions.

 A check indicates appropriate solutions.

 An "X" mark indicates solutions that are inappropriate,

A **STREET AND GROUND LEVEL INTEREST & SHELTER**

B **Design Intent:**

Area 1 and Area 2 are the town's central visitor experience. Therefore, the building design at the street and ground level where there is pedestrian traffic should provide visual interest, and some protection from seasonal change (sun in the summer and snow/ice in the winter.)

C **Area 1 & Area 2 Design Guidelines:**

1.78 Provide visual interest to pedestrians by incorporating alternative wall treatments at the ground level where there may not be as many windows or storefronts.

D a. Alternative wall treatments include:

- » Window display cases
- » Wall art
- » Architectural detailing
- » Landscape planters (Area 2 only)
- » Outdoor dining space
- » Canopies (Area 2 only)

E



Although unoccupied when this image was taken, a plaza, outdoor seating area or patio that connects a building to a public space, parking area or open space is appropriate..



Pedestrian connectivity is provided by a midblock pass through. The walkway is activated with display windows, lighting and architectural features.



Pedestrian access is appropriately directed through an outdoor dining area in this mixed use development.

PEDESTRIAN ACCESS AND CONNECTIVITY

Design Intent:

Area 1 and Area 2 provide the most important experiences for the pedestrian. Therefore, safe, year-round, pedestrian access and connectivity should be provided. It should consider all types/levels of pedestrians, including elderly and ADA accessibility. Pedestrian connectivity refers to the movement of people from the public realm to and through a site. It also encompasses pedestrian connections to adjacent sites. Pedestrian access and connectivity within a site should enhance walkability and provide clear connections to the public realm.

Area 1 and Area 2: Design Guideline:

1.1 Provide a physical pedestrian connection between a site and the public realm. Appropriate options include:

- A door that opens directly to a public space.
- A walkway that connects a building to a public space through a setback area.
- A plaza, outdoor seating area or patio that connects a building to a public space.
- When a property is adjacent to a public open space, connect the site to the open space.

1.2 Establish an internal walkway system that connects building entries, parking areas and open spaces.

- Consider special paving, distinct lighting, and landscape elements to accentuate a site's circulation system.
- Consider directing an internal walkway through a plaza, courtyard or other outdoor feature.
- Size an internal walkway of an adequate width to allow safe pedestrian access.
- Integrate a site's internal walkway system with the public pedestrian circulation system.

1.3 Where feasible, and when there is a clear public benefit, consider providing public pedestrian access through a block. Methods include:

- A path connecting two streets through a block.
- A pedestrian walkway integrated with an open space or a retail amenity.
- An alley that is shared by pedestrians and automobiles.
- A path to break up an unusually large block.



STREET AND GROUND LEVEL INTEREST & SHELTER

Design Intent:

Area 1 and Area 2 are the town's central visitor experience. Therefore, the building design at the street and ground level where there is pedestrian traffic should provide visual interest, and some protection from seasonal change (sun in the summer and snow/ice in the winter.)

Area 1 & Area 2 Design Guidelines:

1.4 Provide visual interest to pedestrians by incorporating alternative wall treatments at the ground level where there may not be as many windows or storefronts.

- a. Alternative wall treatments include:
 - » Window display cases
 - » Wall art
 - » Architectural detailing
 - » Landscape planters (Area 2 only)
 - » Outdoor dining space
 - » Canopies (Area 2 only)

Area 1 Design Guidelines:

1.5 Develop the street level to provide visual interest to pedestrians and shelter.

- a. Clearly define a pedestrian entrance.
 - » Recessed entries are often incorporated.
- b. Provide a storefront or display window(s) that allow views to activities into the building.
 - » These windows are often composed of a set of smaller panes in frames.
 - » A short stem wall (a bulkhead or kickplate) at the base of the storefront, provides support to the windows.
- c. A large expanse of blank wall is inappropriate.

A storefront allows views to activities inside the building on a street-facing façade. Providing a shadow line around the display windows is an important detail.



Smaller display window(s) that allow views to activities into the building on a secondary street-facing façade is appropriate in Area 2 for some building types, such as office, or residential.



The intent of a display window is to allow views into the building; however, there may be some cases where another treatment is appropriate to accommodate an interior use and still provide interest at the street level with some transparency. This would be an appropriate approach on a secondary street in Area 2.



Area 2 Architectural detail



Area 2 Canopy



Area 1 & 2 Outdoor dining space



Area 1 & 2 Covered walkway



Area 2 Wall art



Area 1 & 2 Wall art



Area 2 Landscape planters

The images above show a variety of appropriate treatments to add street level interest for the pedestrian.

Area 2 Design Guidelines:

1.6 Develop the street level to provide visual interest to pedestrians and shelter.

- a. For a shopfront building façade, provide:
 - » A covered boardwalk or canopy for a portion of the façade.
 - » A storefront or display window(s) that allow views to activities into the building.
 - » A clearly defined primary entrance(s).
- b. For street-facing residential or lodge buildings provide:
 - » A covered boardwalk, canopy, porches, or similar type shelter for a portion of the façade.
 - » A clearly defined primary entrance(s).
 - » Windows

ARCHITECTURAL CHARACTER

Design Intent:

New construction should appear as a product of its own time while relating to traditional Western Character. In order to assure that historic resources are appreciated as authentic, it is important that new buildings and additions be distinguishable from them, while also being compatible.

Area 1 & Area 2 Design Guidelines:

- 1.7 Design a new building to reflect its time, while conveying a sense of Western Character.
- 1.8 Contemporary interpretations of traditional designs and details are encouraged.
 - a. A new design for window moldings and door surrounds, for example can provide visual interest while conveying the fact that a building is new.
 - b. Contemporary details for new storefronts also can be used to create interest while expressing a new, contemporary Western Character.
- 1.9 The exact imitation of older historic styles is discouraged.
 - a. This blurs the distinction between old and new buildings and makes it more difficult to visually interpret the history of downtown.

Area 1 Design Guideline:

- 1.10 The exact imitation of older historic styles is discouraged.
 - a. In Area 1, where the sense of Western Character should be especially strong, an interpretation of a historic style that is authentic to the area may be considered if it is subtly distinguishable as being new.



New buildings should be distinguishable from traditional buildings, while also being compatible. This new building is located near a residential setting and incorporates some traditional residential design characteristics of the area, including sloped roofs, wood lap siding, and similar window and door proportions; however, it is still distinguishable as new. This would be an appropriate design especially along some of the outside edges of Area 2 near residential settings.



In Area 2, contemporary interpretations of traditional designs and details are encouraged, such as this canopy and storefront system.



In Area 1, where the sense of Western Character should be especially strong, an interpretation of a historic style that is authentic to the area may be considered if it is subtly distinguishable as being new.



In Area 1 and Area 2, contemporary interpretations of traditional designs and details are encouraged, such as this cornice design.



In Area 2, while building height maximums are set by the LDRs, a building should be perceived as being predominantly two stories, especially at the street edge. Some portions of a building may be taller.



In Area 2, floor-to-floor heights should appear similar to those of traditional buildings within the overlay area.

BUILDING HEIGHT/STORIES

Design Intent:

Buildings should convey heights that appear similar in scale to those seen traditionally. In Area 1: one & two-story are appropriate; in Area 2: a building should be perceived as being predominantly two stories, especially at the street edge. Some limited portions of a building in these areas may also be taller as allowed by the LDR.

Area 1: Design Guideline:

1.11 Reflect the height of traditional buildings as perceived at the street edge.

- a. Maintain a one and two-story façade height at the street level. See design standards for exceptions.
- b. Floor-to-floor heights should appear similar to those of traditional buildings along the block.

Area 2: Design Guideline:

1.12 Reflect the height of existing buildings as perceived at the street edge.

- a. Maintain a mostly two-story façade height at the street level. See design standards for exceptions.
- b. Floor-to-floor heights should appear similar to those of traditional buildings within the overlay area.

BUILDING AND ROOF FORM

Design Intent:

Buildings should have simple forms, in keeping with the traditions of Western Character.

The list below identifies some traditional building and roof forms that reflect Western Character:

- Simple rectilinear boxes, especially those of commercial and retail-oriented uses. Other roofs are flat, or have a gabled roof that is concealed with a false front.
- Institutional buildings, including churches, often have distinctive, more varied forms.
- Lodging facilities often have sloping roofs, of gable or hipped forms.

Area 1 & Area 2 Design Guidelines:

1.13 Use a simple building form for a new building or addition.

- Basic rectilinear form is preferred with any variation in the form to be subordinate to the overall form. Appropriate ways to vary the form include:
 - » Varying height to reflect different building modules
 - » Increasing the setback for a portion of the front wall
 - » Stepping back an upper floor to maintain a lower scale at the street edge
- For a larger building, divide it into smaller modules that reflect the scale of traditional building and lot widths in the area.
- Attention to the design of transitions between modules in larger buildings is important; however too much variation, which results in an overly busy design, is inappropriate.
- Complement the existing building form when providing an addition.

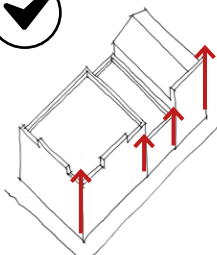


These curvilinear building accents are not subordinate to the rectilinear form and are inappropriate.

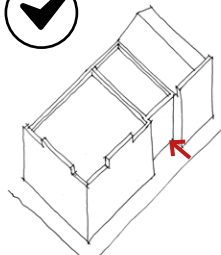


Use a simple building form for a new building or addition. This building would be an appropriate design in Area 2.

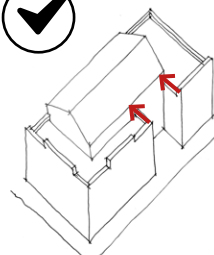
Appropriate building and roof form combinations



Variation in height



Wall plane setback



Upper level setback and wall plan setback

[Insert a side bar referencing the form standards in the LDR]

[Insert a side bar referencing slope standards in the LDR]

Area 1 Design Guidelines:

1.14 A roof form should be similar to those used traditionally.

- a. A flat roof is preferred, with a stepped parapet or similar treatment.
- b. A hip roof similar in size and scale to the traditional building on the town square is appropriate.



A flat roof is preferred, with a stepped parapet or similar treatment in Area 1.



A roof form should be similar to those used traditionally in Area 1.



Inappropriate complex roof form.

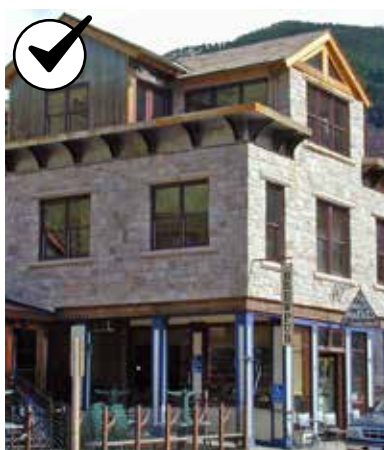
Area 2 Design Guidelines:

1.15 A roof form should be similar to those used traditionally.

- a. A flat roof is appropriate, with some variation in the cornice line on larger buildings.
- b. Sloped roofs are appropriate, and should be within a similar slope/pitch as traditional buildings. It should include a generous eave overhang to facilitate snow shedding and provide shadows that enhance interest and convey a sense of scale.
- c. A combination of a flat and sloped roof is appropriate; however this should not be overly complex in form.



Sloped roofs are appropriate, and should be within a similar slope/pitch as traditional buildings in Area 2.



In Area 2, a combination of a flat and sloped roof is appropriate; however, this should not be overly complex in form.



A flat roof is appropriate, with some variation in the cornice line on larger buildings in Area 2.

FAÇADE DESIGN

Design Intent:

The design of a building façade greatly impacts how it is perceived and its relationship to the street and site. The arrangement, rhythm and proportion of elements like windows and doors are all important factors. The overall composition of a wall is also important. Facades should have an orderly rhythm of elements that break down the building into discernible components. A larger building wall should be designed with smaller components to establish a human scale and add visual interest.

Area 1 & Area 2 Design Guidelines:

1.16 Design a building to incorporate a “base, middle, cap” to divide a façade into separate components.

- a. Express a traditional base, middle and cap composition with well-defined ground or lower floors and a distinctive but not overly ornate “cap” element framing middle building floors.

1.17 Arrange elements on a façade to create a generally consistent rhythm and sense of continuity.

- a. Use consistent window and door sizes on a façade.

1.18 Design a building to provide a vertical scale that is similar to nearby traditional buildings.

- a. Use similar floor-to-floor heights.

1.19 Design a building façade to be compatible with its setting.

- a. Generally align façade features, such as canopies, windows and roof cornices on parapets, with those on adjacent traditional buildings. This should not be a ridged alignment, but should provide some variation as is does now.

Area 1 Design Guidelines:

1.20 In Area 1, use a transparency-to-wall ratio similar to that found on traditional buildings in the area.

- a. Provide more transparency at the ground floor, with “punched” window openings provided in the upper floor walls.
- b. Using large areas of glass is inappropriate on an upper floor.

Area 2 Design Guidelines:

1.21 In Area 2, use a transparency-to-wall ratio similar to that found on traditional buildings in the area; however, using an accent feature with more transparency is appropriate.

- a. Glazing should be detailed to convey a sense of human scale.



Arrange elements on a façade to create a generally consistent rhythm and sense of continuity.



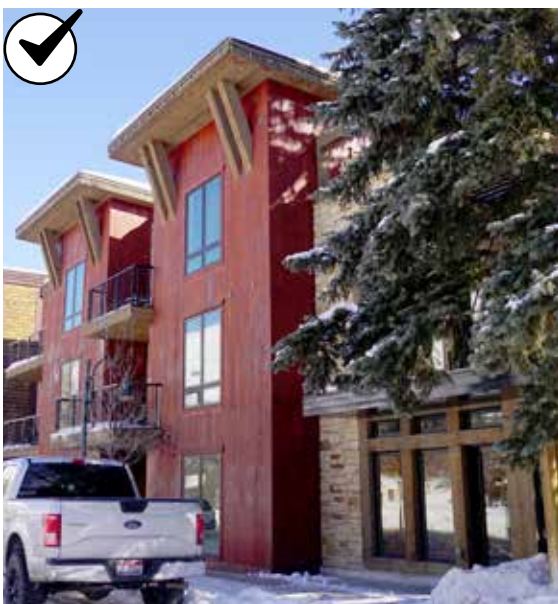
Express a traditional base, middle and cap composition with well-defined ground or lower floors and a distinctive “cap” element framing middle building floors in Area 2.



Provide more transparency at the ground floor, with “punched” window openings provided in the upper floor walls in Area 2.



Use vertical or horizontal variations in materials or color, including transparency-to-wall patterns in Area 1 and Area 2.



Use vertical and horizontal articulation techniques to convey a sense of human scale in a building façade in Area 2.

BUILDING ARTICULATION

Design Intent:

A new building should reflect the scale of traditional buildings. Scale includes not just the overall height and width of a building, but also the sizes and proportions of building features, as they relate to each other and to people. Building features are defined by simple vertical and horizontal articulation techniques that establish a sense of human scale, add visual interest, and prevent monotonous walls.

Area 1 & Area 2 Design Guidelines:

1.22 Use vertical and horizontal articulation techniques to convey a sense of human scale in a building façade.

- a. Articulation methods include:
 - » Using accent lines, fenestration patterns, or similar architectural techniques to create vertical and horizontal expression lines.
 - » Vertical or horizontal variations in materials or color, including transparency-to-wall patterns.
 - » Modest wall plane offsets, such as notches or projections (such as columns, moldings or pilasters)
- b. Providing articulation techniques in buildings is important; however too much variation, which results in an overly busy design, is inappropriate.



Appropriate articulation techniques that could be employed for a larger building in Area 2 include:

- building step down (3 to 2-story)
- change in color to define modules
- horizontal banding
- horizontal canopies
- horizontal window patterns
- upper story setback
- wall offsets



Providing articulation techniques in buildings is important; however too much variation, which results in an overly busy design, is inappropriate. There is too much variation in the use of articulation techniques in this building. This includes variations in the application of materials, color, architectural details and features in an attempt to reflect a traditional building size in a larger form.



Providing articulation techniques in buildings is important; however too much variation, which results in an overly busy design, is inappropriate. There is too much variation in the use of articulation techniques in this building. This includes variations in the application of materials, color, architectural details and features in an attempt to reflect a traditional building size in a larger form.



Providing an accent feature with more transparency is appropriate in Area 2.



Area 2 materials should have a muted color and finish, and reflect high quality design and detailing.



Building materials should be proven to be durable in the Jackson climate, such as wood when it is properly maintained.

BUILDING MATERIALS

Design Intent:

Primary building materials should be authentic, durable, and reflect Western Character. Materials should have a muted color and finish, and reflect high quality design and detailing. In Area 1, the palette of materials should be more limited in order to promote a sense of visual continuity around the Town Square. In Area 2, more diversity in the materials is appropriate, albeit within the range of those used traditionally.

Area 1 & Area 2 Design Guidelines

1.23 Avoid using materials that are out of scale with those seen traditionally, and have a color, profile, and finish that is out of character.

- a. Highly polished stone and shiny metals are inappropriate as a building material.
- b. Huge timber logs, large cut stones, and concrete slabs are inappropriate materials.
- c. Materials should have a muted color and a matte finish. However, some accent colors are appropriate as long as they have a matte finish and aren't neon or similar.

1.24 Use high quality, durable materials.

- a. The material should be proven to be durable in the Jackson climate, such as wood when it is properly maintained.
- b. The material should maintain an intended finish over time or acquire a patina, when it is understood to be a desired outcome.
- c. Materials at the ground level should withstand on-going contact with the public, sustaining impacts without compromising the appearance.
- d. Metals and similar type panels should be installed without dents and/or blemishes in the product.

1.25 New roof materials for sloped surfaces contribute to a sense of visual continuity in keeping with Western Character.

- a. Appropriate roof materials include:
 - » Standing seam metal roofs (low and narrow seam profile)
 - » Composition shingles
 - » Photo voltaic systems in dark matte, and non-reflective finishes.
- b. Inappropriate roof materials include:
 - » Red clay roof tiles, or synthetic simulations
 - » Vinyl shake or similar shingles

Area 1 Design Guidelines:

1.26 Building materials should contribute to a sense of visual continuity in keeping with Western Character.

- a. The following materials are appropriate (also see the materials chart on the following two pages for images.):
 - » Painted or stained wood siding (horizontal lap or vertical board and batten)
 - » Logs
 - » Stone, as natural rock or cut with a rough, matte finish
 - » Authentic Stucco (scored and textured to provide a sense of scale)
 - » Metal (only as an accent material for a storefront or windows) with a matte finish



Primary building materials should be authentic, durable, and reflect Western Character.

Area 2 Design Guidelines:

1.27 Building materials should contribute to a sense of visual continuity in keeping with Western Character.

- a. In Area 2, the use of the following materials is appropriate (also see the materials chart on the following page for images.):
 - » Wood siding (usually horizontal lap, although sometimes vertical board and batten. These are stained or painted)
 - » Stone, as natural rock or cut with rough/matte finish
 - » Brick
 - » Authentic Stucco (scored and textured to provide a sense of scale)
 - » Logs
 - » Architectural cast concrete (as an accent material that is scored to provide a sense of scale)
 - » Metal with a matte finish (typically no more than 25% of the building front)
 - » Cement-board panels and lap-siding that is scaled similar to traditional materials
- b. If using alternative materials they should also have a similar profile, texture and finish as natural materials. Some synthetic siding has an exaggerated, rusticated finish that is an inaccurate representation of authentic clapboard and should not be used. Other inappropriate materials include:
 - » Vinyl siding
 - » Aluminum siding
 - » Unfinished concrete masonry unit (CMU) as a primary material



Cement-board panels and lap-siding that is scaled similar to traditional materials are appropriate in Area 2.



Building materials should contribute to a sense of visual continuity in keeping with Western Character. These buildings use an appropriate combination of materials for Area 2.

Appropriate Primary Building Materials Chart Examples

All of the building materials provided below are appropriate for use in Area 2. If it is also appropriate for Area 1 it is noted.



Formed concrete (wood-like)



Cast concrete (artistic)



Formed concrete (artistic)



Formed concrete (colored blocks)



Natural stone (Area 1)



Natural stone (Area 1)



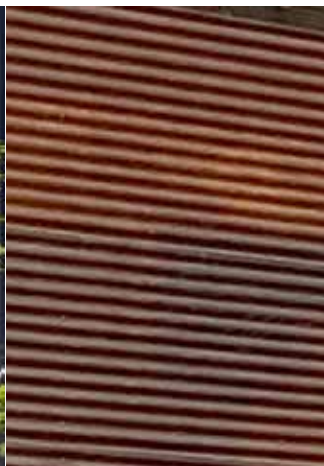
Slate tiles



River rock (Area 1)



Metal panel (crimped battens)



Corrugated metal (rusticated)



Metal lap



Metal panel (rusticated)

Appropriate Primary Building Materials Chart Examples

All of the building materials provided below are appropriate for use in Area 2. If it is also appropriate for Area 1 it is noted.



Timber (Area 1)



Wood slat



*Vertical boards (stained)
(Area 1)*



*Vertical boards (weathered)
(Area 1)*



Chinked logs (Area 1)



Stained wood lap (Area 1) =



Natural wood lap (Area 1)



Burl wood (Area 1)



Cement board (lap)



Cement board (grooved)



*Cement board (board &
batten)*



Cement board (timber-like)



ARCHITECTURAL DETAIL

Design Intent:

Buildings should include architectural detailing that is simple in character, provides a sense of scale, provides visual interest, and is authentic in its application of materials. Architectural details that reflect these Western Character attributes include:

- Frames and moldings around windows and doors
- Simple cornices at parapets
- Awnings or sloped canopies to shelter the sidewalk and shade display windows
- Canopy posts
- Entry porticoes
- Authentic application of materials
- Support systems

Area 1 & Area 2 Design Guidelines

1.28 Simple, authentic and unembellished architectural detailing is appropriate.

- Elaborate architectural treatments, such as decorative moldings at cornices, windows and door surrounds, are inappropriate.
- Exposed timber structural elements are appropriate as detailing.
- Simple or stepped parapet walls are appropriate.
- Tacked-on detailing is inappropriate.
- Materials should typically transition at inside corners, belt courses, cornice lines, foundation lines, window and door moldings, and similar.



In Area 1 & 2 simple, authentic, and unembellished architectural detailing is appropriate as shown in the three images above.



Simple or stepped parapet walls are appropriate; however, the mixed cornice treatment is inappropriate since it is too busy.



In Area 2 this building would be appropriate with the exception of the following details since they don't reflect authentic architectural details. These occur on the upper floor and include tacked-on window sills and sloped roof components.

Appropriate Architectural Detailing: Simple, Authentic and Unembellished

All of the architectural details provided below are appropriate for use in Area 2. If it is also appropriate for Area 1 it is noted.



Anchor system



Framing connections



Framing connections



Material change



Material change



Material change



Metal frame system



Metal frame system



Material change



Material change



Material change (Area 1)



Material change (Area 1)

SECTION 2: HISTORIC PRESERVATION DESIGN GUIDELINES



These design guidelines are for the treatment of historic resources in the Town of Jackson. They address alterations and improvements to the exteriors of historic properties with the objective of preserving their historic significance. They also provide information related to new construction that may occur on a property that includes a historic resource.

PLANNING A PROJECT FOR A HISTORIC PROPERTY

USING THE PRESERVATION GUIDELINES

The guidelines shall be applied in these ways:

- **Voluntary use:** Any property owner who owns a property that they consider to have historic significance may use these guidelines voluntarily to help plan projects that will preserve the building.
- **Use with incentives:** The town offers incentives for preservation, for which property owners may apply if they have designated their property. The town will use these guidelines to determine that the conditions have been met for providing the incentive. A Certificate of Appropriateness (CofA) is required prior to issuing a permit for any improvements to the property.
- **Use with officially designated historic resources:** Some properties may be formally recognized as a Designated Historic Resource by town council. A Certificate of Appropriateness (CofA) is required prior to issuing a permit for any improvements to the property.



REHABILITATION PRINCIPLES AND PRESERVATION BEST PRACTICES

When considering a rehabilitation project of a historic building for reuse, the following objectives will be met.

Respect the character of the building - Do not change the style of the building or make the structure look older than its actual age. Confusing the character by mixing elements of different styles can weaken the appearance and integrity of the structure.

Protect and maintain character-defining features - Character-defining features should be treated with sensitivity. The best practice is to maintain these features from the outset.

Repair character-defining features when possible - Use best practices when repairing character-defining features to minimize damage to the original materials.

Design an addition to respect the existing structure, and maintain its historic integrity - When constructing an addition, do not try to emulate an existing style to make the addition look older than its actual age, unless this is a *reconstruction* (see following page) of a resource. A contemporary design for an addition to an existing structure is appropriate as long as it does not destroy character-defining features, and the design is compatible with the building. Additions should relate to the original building in general massing and scale, but should appear as new.



The historic building on the left was somewhat modified inappropriately. The inappropriate modifications include: the wood shingle infill within the storefront transom; the aluminum framing; and the brick kickplate. The recent rehabilitation is an appropriate "rehabilitation" of the Jackson Drug Co. building. In this case, the altered storefront was replaced with a new storefront that represented a more traditional storefront configuration, and the contemporary canopy is a compatible replacement. The next step would be to replace the casement windows with a more traditional double-hung wood window configuration, especially in those locations that face the street.

ACCEPTED TREATMENTS FOR HISTORIC RESOURCES

The following treatments for historic properties may be considered when planning a preservation project. Much of the language addresses buildings; these treatments also apply to sites, objects and structures.

Preservation - “Preservation” is the act of applying measures to sustain the existing form, integrity and material of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

Restoration - “Restoration” is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project. This may apply to an entire building, or to restoring a particular missing feature.

Reconstruction - “Reconstruction” is the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific time and in its historic location. This has limited application, in terms of an entire building, but may apply to a missing feature on a building.

Rehabilitation - “Rehabilitation” is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural or architectural values. Rehabilitation may include a change in use of the building or the construction of an addition. This term is the broadest of the permitted treatments and applies to most work on historic properties.

Combining Treatments - For many projects a “rehabilitation” approach will be the overall strategy, because this term reflects the broadest, most flexible of the approaches. Within that, however, there may be a combination of treatments used as they relate to specific building components. For example, a cornice in good condition may be preserved, a storefront base that has been altered may be restored, and a missing kickplate may be reconstructed.

PREFERRED SEQUENCE OF ACTIONS

Preserving key, character-defining features is a fundamental precept of preservation. Therefore, selecting the appropriate treatment for a character-defining feature and cultural resource is important. The method that requires the least intervention is always preferred. By following this tenet, the highest degree of integrity will be maintained. The following treatment options appear in order of preference. When planning work, follow this sequence:

Step 1. Preserve:

If a feature is intact and in good condition, maintain it as such.

Step 2. Repair:

If the feature is deteriorated or damaged, repair it to its historic condition.

Step 3. Replace:

If it is not feasible to repair the feature, then replace it in kind, (e.g., materials, detail, finish). Replace only that portion which is beyond repair.

Step 4. Reconstruct:

If the feature is missing entirely, reconstruct it from appropriate evidence. If a portion of a feature is missing, it can also be reconstructed.

Step 5. Compatible Alterations:

If a new feature (one that did not exist historically) or an addition is necessary, design it in such a way as to minimize the impact on historic features. It is also important to distinguish a new feature on a historic building from the historic features, in subtle ways.

EXAMPLE DESIGN GUIDELINES FORMAT

The design guidelines in this document use a standard format. This format includes a series of five items, which are noted and described in the diagram below.

A Design Topic Heading

This is shown in bold, is numbered, and is always at the top of the page.

B Intent Statement

The intent statement follows the design topic heading. It explains the goal of the design guidelines that follow. If an application does not specifically meet one of the design guidelines, it can be reviewed using the intent statement.

C Design Guidelines

Design guidelines describe an intent or desired outcome. They are numbered for easy reference.

D Additional Information

This information is found in a bullet list that follows a design guideline, where applicable. This provides appropriate and inappropriate strategies for meeting the intent of the design guideline.

E Images and Illustrations

Visuals are included to clarify the intent of the guideline. Captions provide more detail about how the image is to be interpreted.



A MATERIALS

B Design Intent:

Preserve traditional materials that contribute to the overall character of the building.

Design Guidelines:

C 1.79 Preserve original building materials and their composition.

- D** → a. Building materials are often combined to define building divisions such as the base (foundation), middle (walls), and cap (roof and/or cornice). This composition should be preserved.

E

Preserve original building materials.

Appropriate and Inappropriate Solutions

In many cases, images and diagrams in the design guidelines are marked to indicate whether they represent appropriate or inappropriate solutions.



A check indicates appropriate solutions.



An "X" mark indicates solutions that are inappropriate.

HISTORIC PRESERVATION DESIGN GUIDELINES



CHARACTER-DEFINING FEATURES

Design Intent:

Preserving the integrity of a historic property and/or cultural resource is a fundamental objective. To do so, character-defining features should be preserved to the extent feasible.

Design Guidelines:

- 1.29 Preserve character-defining features of buildings, and cultural resources.
 - a. This includes details that define the building's architectural style as well as its materials, doors and windows.
 - b. Cultural resources can include park features, bridges and cemeteries, for example.
- 1.30 Retain a character-defining feature that is in good condition.
 - a. Repair, rather than replace a deteriorated feature, when feasible.
- 1.31 Avoid removing a damaged character-defining feature that can be repaired.
- 1.32 Patch, piece-in, splice, consolidate or otherwise upgrade existing materials, using best building practices.
- 1.33 When disassembly of a character-defining feature is necessary for its repair, use methods that minimize damage to it. Document its location so it may be repositioned accurately.

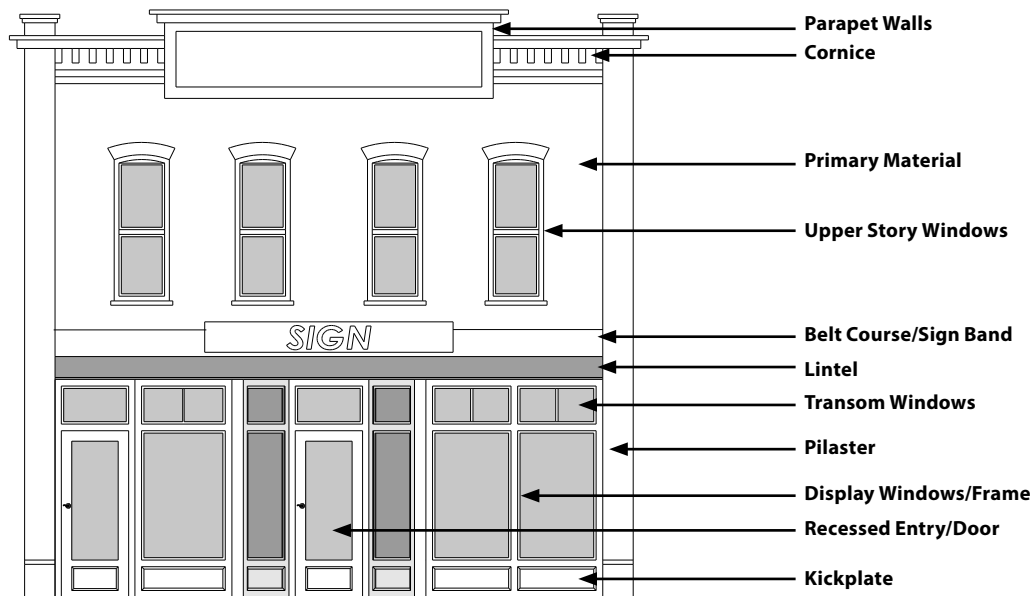


Preserving the integrity of historic and cultural resources is a fundamental objective.



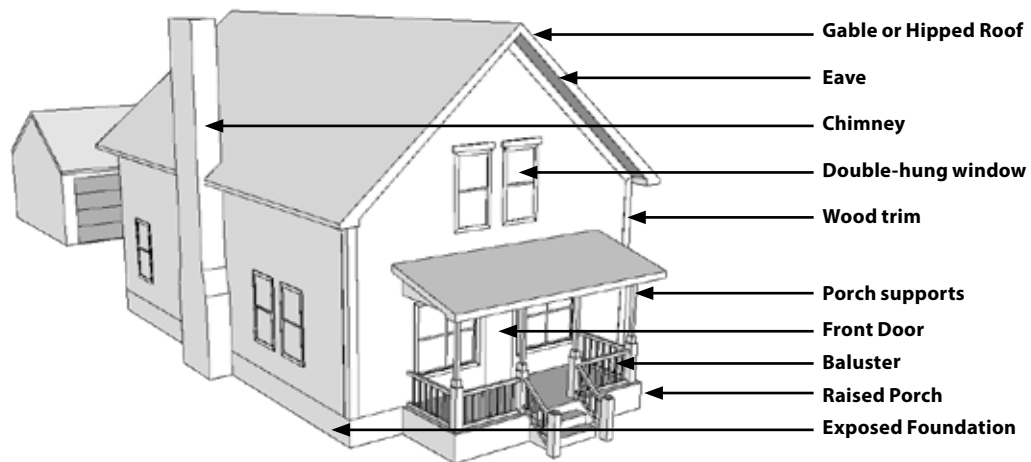
Retain a character-defining feature that is in good condition, such as this entry feature and covered boardwalk.

Character-defining features of a commercial storefront

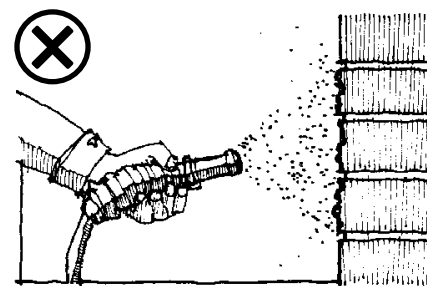
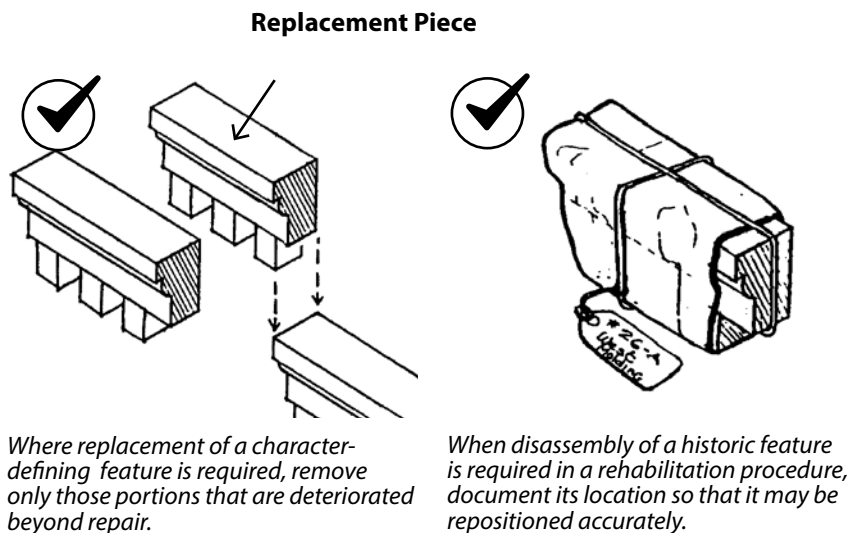


These are typical character-defining features for a historic storefront building. There are a variety of historic commercial building types in Jackson. Reference the Town of Jackson's historic survey when considering a rehabilitation project. The survey will often provide information on a building's history and identify character-defining features.

Character-defining features of a residential building



These are typical character-defining features for a historic residential building type in Jackson. Reference the Town of Jackson's historic surveys when considering a rehabilitation project. The survey will often provide information on a building's history and identify character-defining features.



Do not use harsh cleaning methods on any masonry or wood surfaces.



Use procedures for cleaning, refinishing and repairing character-defining features that will maintain the original finish. These include paint removal where appropriate. Typically a test patch is completed first to evaluate the original material.

1.34 Use procedures for cleaning, refinishing and repairing character-defining features that will maintain the original finish.

1.35 Employ best practice treatments that will protect materials and details.

- a. These include rust removal, caulking, limited paint removal and application of paint or stain where appropriate.

1.36 Avoid adding a new feature that is not part of the original building fabric.

- a. For example, decorative millwork should not be added to a building if it was not an original feature.

For More Information:

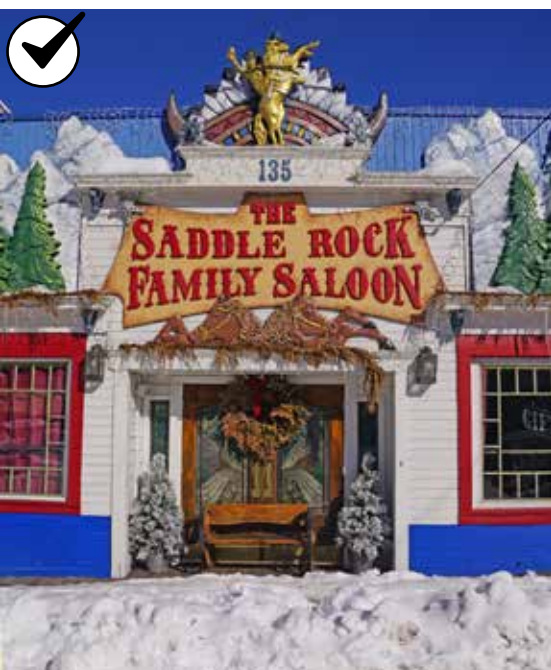
The following National Park Service preservation briefs at www.nps.gov provide additional information on the treatment of character-defining features.:

Preservation Brief 11: Rehabilitating Historic Storefronts

<https://www.nps.gov/tps/how-to-preserve/briefs/11-storefronts.htm>

Preservation Brief 45: Preserving Historic Wood Porches

<https://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>



Maintain parapet walls and cornices on a flat roofed structure.



Preserve the original eave depth of a sloping roof.

BUILDING AND ROOF FORM

Design Intent:

Maintain the original building and roof form of a historic building. If replacement is needed, utilize a roof material that is in keeping with the original.

Design Guidelines:

- 1.37 Maintain the original building form and that of its roof.
- 1.38 Avoid altering the basic building form or the angle of an original roof.
- 1.39 Preserve the original eave depth of a sloping roof and the original parapet height on a flat roof.
- 1.40 Maintain parapet walls and cornices on a flat roofed structure.
- 1.41 Provide functional coping that is compatible with the existing building façade.
- 1.42 For a sloped roof, use a new roof material that conveys a scale, texture and finish which is similar to the original.
- 1.43 For a sloped roof, using shingles that contain embedded photovoltaic systems is also appropriate.



Maintain the original building and roof form of a historic building.

MATERIALS

Design Intent:

Preserve traditional materials that contribute to the overall character of the building.

Design Guidelines:

1.44 Preserve original building materials and their composition.

- Building materials are often combined to define building divisions such as the base (foundation), middle (walls), and cap (roof and/or cornice). This composition should be preserved.

1.45 Avoid removing original materials that are in good condition.

1.46 Remove only those materials which are deteriorated, and must be replaced.

1.47 Repair a deteriorated primary building material by patching, piecing-in, consolidating or otherwise reinforcing it.

1.48 When replacing materials on a primary surface, match the original in composition, scale and finish.

- If the original material is wood clapboard, for example, then the replacement material should be wood as well. It should match the original in size, the amount of exposed lap and in finish.
- An alternative material may be considered if the size, character and finish conveys the appearance of the original.



Preserve original building materials.



Cap	Wood shingle	Wood lap	Wood lap	Wood lap	Wood lap
Middle	Wood lap/ or log	Wood shingle	Wood lap	Brick	Stone
Base	Foundation	Foundation	Foundation	Foundation	Foundation

Building materials on residential buildings are often combined to define building divisions such as the base (foundation), middle (walls), and cap (roof and or cornice). The original composition of materials should be preserved.



Consider removing later covering materials that have not achieved historic significance.

1.49 Replace only the amount required. For example, if a few boards are damaged beyond repair, then only they should be replaced, not the entire wall.

1.50 Do not strip existing painted wood surfaces to bare wood to achieve a “rustic look.”

1.51 Do not use harsh cleaning methods, which can inhibit the function and appearance of the existing material.

- a. For example, sandblasting is inappropriate because it can damage the protective coating and change the appearance of the material.

1.52 Covering original material with new materials is inappropriate.

- a. Vinyl siding, aluminum siding and new stucco are inappropriate on historic buildings. Other imitation materials that are designed to look like wood or masonry siding, fabricated from other materials, are also inappropriate.
- b. If a property already has a non-contributing building material covering the original, it is not appropriate to add another layer of new material, which would further obscure the original.

1.53 Consider removing later covering materials that have not achieved historic significance.

- a. Once the non-contributing siding is removed, repair the original, underlying material.
- b. If a building has a stucco finish, removing the covering may be difficult, and may not be desirable. Test it first to assure that the original material underneath will not be damaged.

For More Information:

The following National Park Service preservation briefs at www.nps.gov provide additional information on the treatment of historic materials:

Preservation Brief 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings

<http://www.nps.gov/tps/how-to-preserve/briefs/1-cleaning-water-repellent.htm>

Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings

<http://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>

Preservation Brief 16: The Use of Substitute Materials on Historic Building Exteriors

<http://www.nps.gov/tps/how-to-preserve/briefs/16-substitute-materials.htm>

Preservation Brief 26: The Preservation and Repair of Historic Log Buildings

<https://www.nps.gov/tps/how-to-preserve/briefs/26-log-buildings.htm>

Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings

<https://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

Using Alternative Materials on a Historic Building

The design guidelines sometimes refer to the use of alternative materials when replacing character-defining features and architectural details, such as windows, siding and molding. An alternative material is one which is different from that used originally for a specific application. Alternative materials will be reviewed on a case-by-case basis. Such materials may include:

- Aluminum siding, and some other types of metal materials such as corrugated metal roof materials.
- Cementitious fiber siding
- Non-wood replacement of wood columns (cast resin)
- Other non-original materials

Some common alternative materials for specific architectural features include wood, plaster, concrete and stucco for porch columns, wood for railings, asphalt shingles for roofs and wood or fiber cement for trim. These examples are not an exhaustive list; other alternative materials may be used for these architectural features and other architectural features may also be replaced with alternative materials.

Alternative materials may also include materials used to replace historic architectural details such as a resin-cast cornice used in place of a stamped metal cornice. In other cases, an alternative material may be traditional when used for other applications, but new for the particular detail being considered. Using wood to replace an original stamped-metal cornice is an example.

Alternative materials may be considered by the city on a case-by-case basis as replacement materials, or for use on a new addition, or a new building in a historic district. The city will consider factors including:

Potential Impact on Historic Significance

Removing original material diminishes the integrity of a historic property by reducing the percentage of building fabric that remains from the period of historic significance. Retaining the original material is always preferred. If this is not feasible, alternative materials may be considered. When used, an alternative material should convey the character, including detail and finish, of the original to the greatest extent feasible.

Appearance

An alternative material should also have a similar profile, texture and finish as the original material. Some synthetic siding has an exaggerated, rusticated finish that is an inaccurate representation of original clapboard. Vinyl products are also inappropriate alternative materials on historic properties.



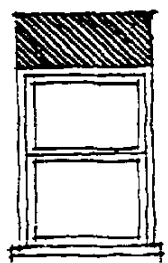
An alternative material should convey the character, including detail and finish, of the original to the greatest extent feasible (aluminum clad windows and cement board).



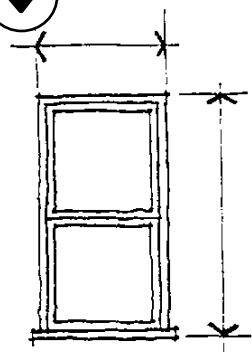
An alternative material should also have a similar profile, texture and finish as the original material. The cement board siding provides an appropriate profile, but the surface should have a matte finish.



Preserve the ratio of window openings to solid wall on a primary façade.



Reducing an original opening to accommodate a smaller window or increasing it to receive a larger window is inappropriate.



WINDOWS

Design Intent:

Maintain the historic alignment, spacing and dimensions of window openings. Preserve traditional windows that have distinct stylistic features, if feasible. When a new window is needed, design it to be in character with the building.

Design Guidelines:

1.54 Preserve the position, number and arrangement of existing windows in a primary building wall.

- On a primary façade, enclosing an existing window opening is inappropriate, as is adding a new window opening.
- If a new window is needed, consider locating it on a side or rear wall.

1.55 Preserve the ratio of window openings to solid wall on a primary façade.

- Significantly increasing the amount of glass on a character-defining façade will negatively affect the integrity of the structure.
- Alteration may be appropriate on side and rear walls that are less visible from the public way.

1.56 Preserve the size and proportion of an existing window opening on a primary wall.

- Reducing an original opening to accommodate a smaller window or increasing it to receive a larger window is inappropriate.
- Altering a window that is not visible from the street may be appropriate.

1.57 Use durable window materials.

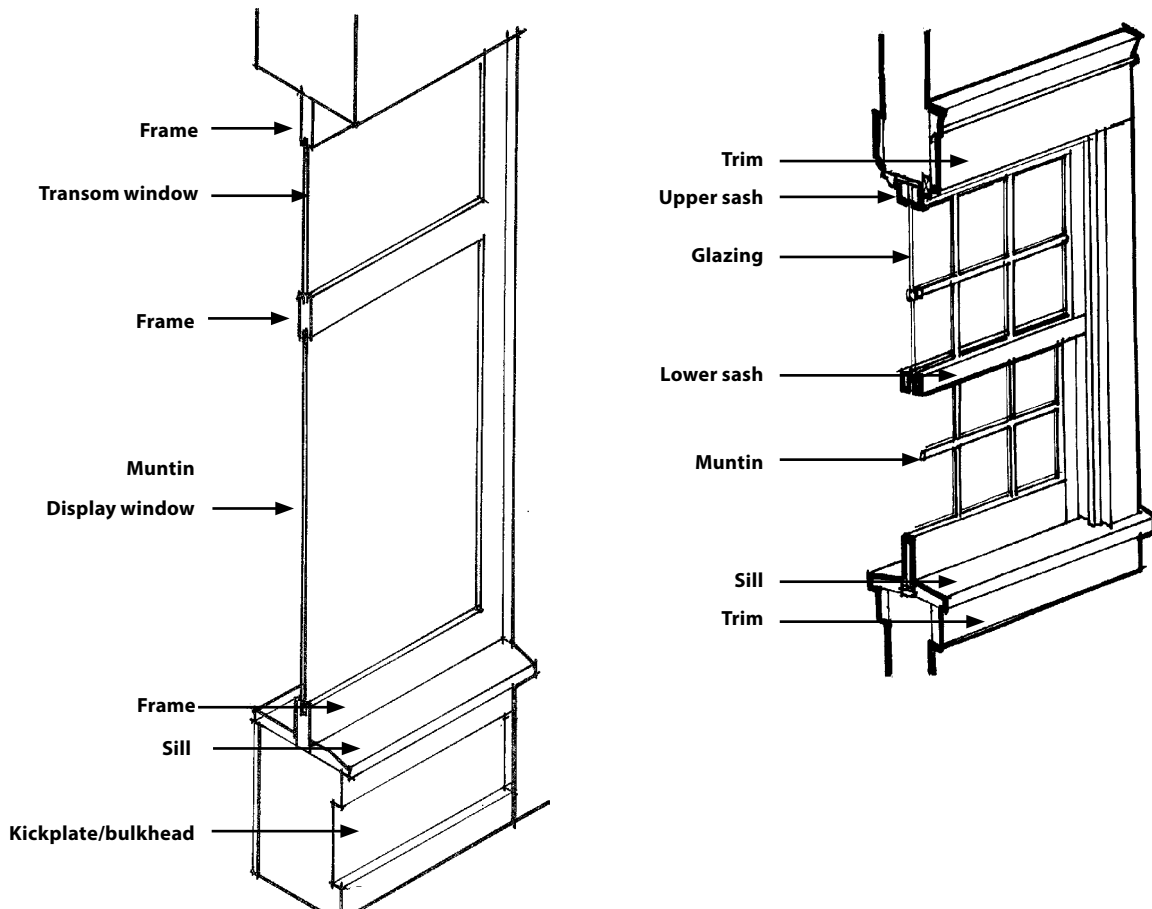
- Use a metal or wood frame, when possible. It should have a dimension and profile similar to those used historically.
- Avoid using a window material that does not have a proven durability.
- Avoid using a thin window frame on a primary façade.

1.58 In a replacement window on a primary wall, use a material that appears similar to the original, when feasible.

- Using the same material as the original is preferred, especially on street-facing façades. A substitute material should match the original profile.

Typical Window Types

Common original window types that may be found on historic properties are illustrated below.



For More Information:

The following National Park Service preservation briefs and National Trust for Historic Preservation article provide additional information on the treatment of historic materials:

Preservation Brief 9: The Repair of Historic Wooden Windows

<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

National Park Service Preservation Tech Notes (scroll down page for information on windows)

<http://www.nps.gov/tps/how-to-preserve/tech-notes.htm>

National Trust for Historic Preservation Article on Window Retrofits

<http://www.preservationnation.org/who-we-are/press-center/press-releases/2012/new-windows-study.html#.UdshFXfsikl>

Benefits of Wood Window Retrofits

Sensitive stewardship of the existing building stock significantly reduces environmental impacts. Re-using a building and its original wood windows preserves the energy and resources invested in its construction, reduces demand on landfill space and eliminates the need for producing new construction materials. Manufacturing of many new building materials uses substantial levels of energy. This can be reduced significantly if historic structures and their wood windows are retained rather than demolished.

Many historic building materials, such as a building's wood windows have long life cycles, which contribute to their sustainability. They were built for longevity in a manner that also allows for repairs. Some replacement features for a historic building, such as synthetic window materials, advertise they are: low in maintenance, inexpensive, and durable etc. In fact, they have a significantly shorter life span than historic wood windows, are difficult to repair, and are incompatible with historic building materials, and therefore not as great as advertised.

An older window is often identified as being a major source of heat loss, when other parts of a building are typically the major sources. For example, as much as 50% of the energy lost from a house is from air infiltration through the attic, uninsulated walls, and around the windows and door cavities, not through the glass in a window itself. Repairing, weather-stripping and insulating an original window is typically more efficient and much less expensive than new windows, as well as sound preservation practice. Retrofits also extend the life of existing windows, avoid production of new materials, reduce waste and preserve a home's character. Retrofits have proven to be cost effective over the long-term in national studies.

Substantial amounts of information are available that document the energy saving benefits of retaining and repairing a historic window, rather than replacing it.

For More Information:

The following National Trust for Historic Preservation article at www.preservationnation.org provides additional information on the treatment of historic materials: **Saving Windows, Saving Money** (<https://forum.savingplaces.org/connect/community-home/librarydocuments/viewdocument?DocumentKey=59eab0e4-f0f4-45c5-97c8-147a8def82ae&CommunityKey=00000000-0000-0000-0000-000000000000&tab=librarydocuments>)

DOORS

Design Intent:

Maintain the fundamental alignment, spacing and dimensions of door openings on a primary façade. When a new door is needed, design it to be in character with the building.

Design Guidelines:

- 1.59 Preserve the size, position and proportion of key door openings on the primary façade.
 - a. Altering a door opening on a side or rear elevation may be appropriate.
- 1.60 Avoid changing the position of key door openings on the primary façade.
- 1.61 Preserve traditional doors with distinct stylistic features, if feasible.
- 1.62 When replacing a key door, use one that is compatible with the building style.



Preserve traditional doors with distinct stylistic features, if feasible. This door is likely a reconstruction of the historic door and is an appropriate historic preservation approach.



Preserve the size, position and proportion of key door openings on the primary façade.



Maintain the fundamental alignment, spacing and dimensions of door openings on a primary façade.

ADDITIONS

Design Intent:

It is important to maintain the general appearance of a historic building, especially from key vantage points in the public way. An addition should be planned to minimize damage to the historic building by preserving character-defining features, building form, etc. Locating a new addition to the rear or the side of the historic building is the best approach, in order to reduce any negative impacts to the building. It also should be compatible with the fundamental characteristics of the historic building while appearing as a new alteration.

Impact Considerations for Additions:

- Consider impacts of the addition to the visual and physical qualities of the property and to one's ability to perceive its historic character.

Some impact-related factors to consider include:

- Is the addition visible? Locating the addition such that the historic building remains prominent is important.
- Does the addition remain visually subordinate to the historic building? Keeping it lower in scale, or separated from the historic building is important.
- Is one's ability to interpret the historic character retained? (Especially in terms of perceiving the original mass, scale and prominence of the property)
- Are alterations to key character-defining features avoided or at least minimized? Attaching the addition should not require destruction of key features on the historic building.
- Is the structural integrity of the property retained, or even improved?

For More Information:

Preservation Brief 14 New Exterior Additions to Historic Buildings:
Preservation Concerns

<https://www.nps.gov/tps/how-to-preserve/briefs/14-exterior-additions.htm>

Design Variables for an Addition

Design variables include basic scale and proportion considerations that relate to the compatibility of the addition with the primary building and surrounding historic context. Design variables to consider include:

The height of the addition.

Keeping floor heights in the range of those on the historic building, or even lower, may help keep an addition visually subordinate to the historic building.

The degree of setback.

Does the original primary façade (front) remain visually prominent? An addition should be set back from the façade and other key walls that contribute to the character of the property. The setback should be a sufficient distance such that the historic building remains prominent.

Simplicity of design.

Is the design of the addition subordinate in character? The design should be relatively simple in architectural character and detailing, such that it does not call undue attention to itself. The historic building should remain the prominent feature.

Design Guidelines:

1.63 Locate an addition to be subordinate to the original structure.

- An addition should relate to the building in mass, scale, character and form.
- An addition to the front of a building is inappropriate.
- Greater flexibility on less visible façades may be appropriate.

1.64 Reflect the height of traditional commercial buildings as perceived at the street edge.

- A significant stepback for a third floor addition is required, to maintain a sense of two stories at the street level.
- The third story should maintain view corridors.



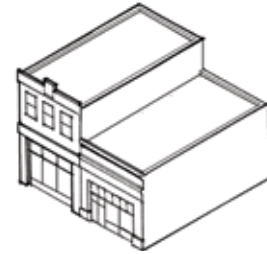
Street view

Set a rooftop addition back significantly from the building front on a commercial building.



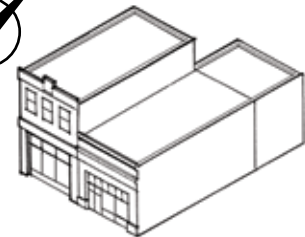
Bird's eye view

Locating an Addition to a Historic Commercial Building



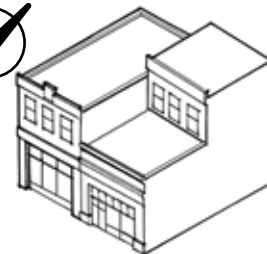
Historic Structure

The one and two-story commercial buildings illustrated above are historic.



Rear Addition

The rear addition illustrated at right is appropriate.



Rooftop Addition

The rooftop addition illustrated at right is appropriate because it is set back from the front façade.



This series of images portrays an appropriate rehabilitation of a 1) historic log cabin, 2) addition to it, and 3) a new accessory dwelling unit on the lot.

① Log cabin - appropriate historic building elements include:

- Preservation of building form and materials (except large picture window)
- New door
- Paint and stain

② Addition - appropriate building elements include:

- Ability to interpret old from new construction
- Mass and scale
- Materials
- Side wall inset to adjacent property

③ New accessory dwelling - appropriate building elements include:

- Ability to interpret old from new construction using contemporary construction techniques
- Mass and scale
- Window and door openings that reflect historic proportions.



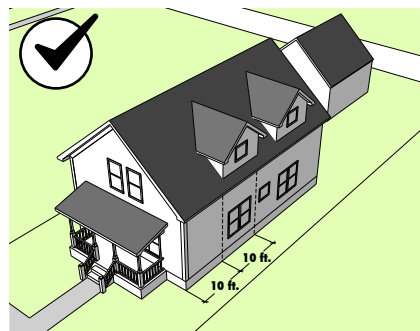
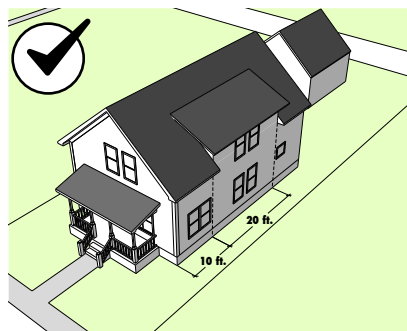
1.65 Locate an addition to retain open space patterns on the site.

1.66 Design an addition to a historic building to respect the character-defining features of the building.

1.67 Design an addition to be recognized as current construction.

1.68 Design a dormer addition(s) to minimize impacts on the building.

1.69 Separate the mass of a larger addition from the historic building and link the two with a smaller connector.



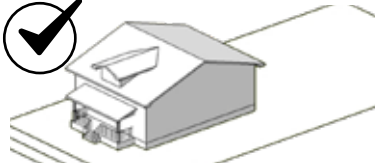
Do not visually overwhelm the historic roof with new dormers. Locate new dormers on side or rear-facing roof slopes, if possible, and below the ridge line.

Locating an Addition to a One-story Historic Residential Building

An addition to a historic residential structure should be subordinate to, and clearly differentiated from, the original historic building as illustrated below.

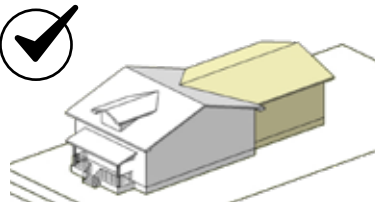
Original Structure

The one-and-a-half story bungalow illustrated at right is historic.



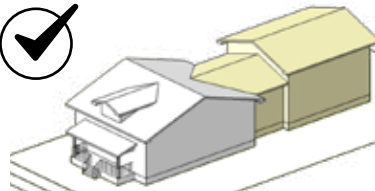
One-Story Addition

The addition illustrated at right is appropriate because it is clearly differentiated from the original structure with a change in roof plane and is nearly invisible from the street.



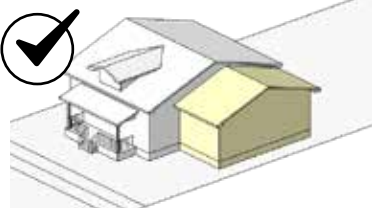
One-and-a-Half Story Addition

The addition illustrated at right is appropriate because it is set back and clearly differentiated from the original structure with a connector.



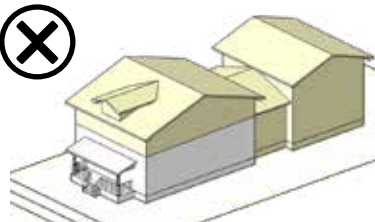
One-Story Addition to the Side

The addition illustrated at right is appropriate because it is set back and is clearly subordinate to the original structure.



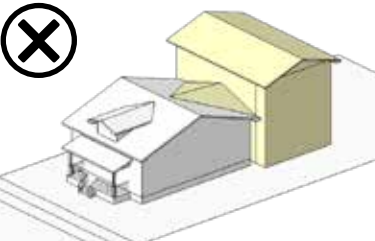
Inappropriate Two-Story Addition

The addition illustrated at right is inappropriate because it substantially alters the primary façade of the historic structure.



Inappropriate Two-Story Addition

The addition illustrated at right is inappropriate because it does not have a connector.





NEW BUILDINGS ON HISTORIC SITES

Design Intent:

In some cases, a separate new building may be constructed on a site that presently has a historic building. This may occur in areas where zoning permits and where incentives for preservation encourage adding more structures to the site. When this occurs, it is important that the new building(s) be compatible with the historic character of the existing building and site. Considerations for compatibility include the location of the new building, its mass and scale, form and materials, and how it transitions to the historic building.



There may be some cases where some existing residential buildings will be on a site where more density is targeted. The goal is to preserve the historic building in place. If this isn't feasible, then relocate it on site. Finally, it may be moved to a receiving site.

Design Guidelines:

1.70 Locate a new building to be compatible with the historic building.

- Locate a new building to the side or rear of a primary historic building, such that the historic building remains visible from the street.
- Separate the new building from the historic structure a sufficient distance such that the character of the original remains highly visible. The larger the new building is, the greater the separation should be.
- A secondary historic building is often located along the alley and could be the only contributing building on the property. In this case, a new building may be located in front of it and oriented to the street.



Locate a new building to the side or rear of the historic structure (shown in peach), such that the historic structure remains visible as the original, primary structure.

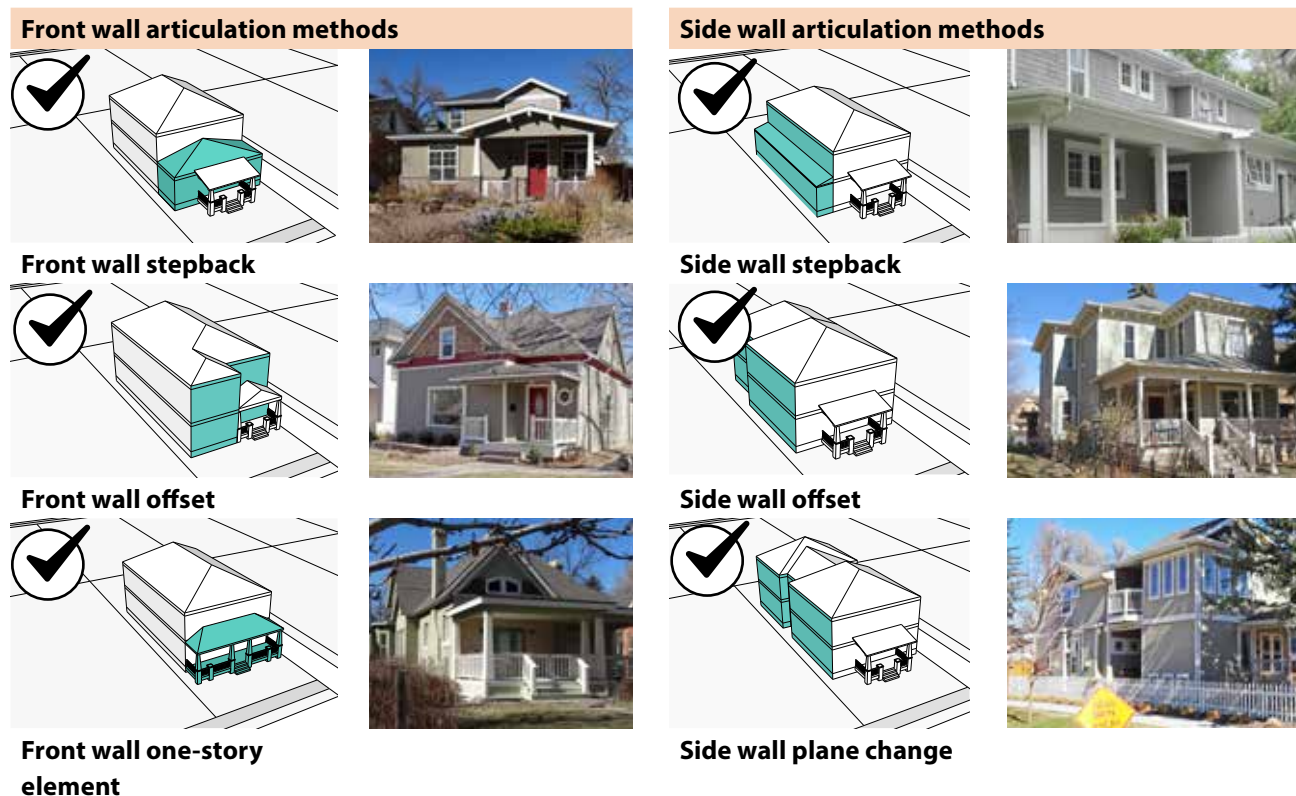
1.71 Design a new building to be compatible in mass and scale with the historic structure.

- Keep the size less than the historic structure when feasible.
- For a larger structure, divide it into modules that are in scale with the historic building.

1.72 Use a building form that is compatible with the historic structure.

- A simple rectilinear form is preferred.
- Avoid exotic forms that would detract from the historic resource.

The following models illustrate some ways a building mass can be articulated to reduce the perceived mass and to relate to the scale of an adjacent historic residential building on the site.



1.73 Use building materials that are compatible with the historic structure.

- a. Natural materials, including wood siding and stone are appropriate.
- b. Alternative materials that have a proven durability also may be considered. See page 39.
- c. These should have a matte, muted finish.

1.74 Mitigate negative scale-related visual impacts to a historic building.

- a. Effective treatments include:
 - » Scale transitions (front wall or side wall step backs, or overall height reductions)
 - » Increased setbacks (front, rear or side)



Generally, creating an accessibility solution that is independent from the historic building and does not alter its historic characteristics is an appropriate approach to installing a ramp.

ACCESSIBILITY

Design Intent:

Owners of historic properties should comply to the fullest extent possible with the Americans with Disabilities Act and other accessibility laws, while also preserving the integrity of the character-defining features of their buildings and sites. Special provisions for historic buildings exist in the law that allow some alternatives in meeting the ADA standards.

Design Guideline:

1.75 Generally, creating an accessibility solution that is independent from the historic building and does not alter its historic characteristics is encouraged.

- a. Identify the historic building's character-defining spaces, features and finishes so that accessibility code-required work will not result in their damage or loss.
- b. Alterations to historic properties that are designed to improve access for persons with disabilities should create minimal negative effect on the historic character or materials.
- c. Provide barrier-free access that promotes independence for the disabled to the highest degree practicable, while preserving significant historic features.
- d. Minimize impacts to a historic building; a design that is reversible is preferred.

For More Information:

Preservation Brief 32 Making Historic Properties Accessible

<https://www.nps.gov/tps/how-to-preserve/briefs/32-accessibility.htm>

REPOSITIONING A HISTORIC STRUCTURE WITHIN ITS PARCEL

Design Intent:

Preserving a historic building in its original location and on its historic foundation is preferred, because this helps to retain the integrity of the resource. However, in some cases, it may be appropriate to reposition a historic building on its site. (This does not involve removing it entirely from the parcel.) In either case, it is important in an arrangement that the historic building is in keeping with its historic site condition.

Some reasons that justify moving the building within the site include:

- The building is historic, but research shows that it has been relocated and therefore possesses no integrity of location.
- The historic building in question intrudes on public right-of-way.
- Shifting the historic building forward (if it is the main structure on the site) in order to accommodate compatible new construction to the rear of the property.

Design Guideline:

1.76 A historic structure may be repositioned on its site if doing so will help assure its preservation.

- a. If an historic structure must be repositioned, do so in a way that maintains the general character as seen from the street.
 - » The front façade should continue to face the street.
 - » The building should be oriented in a similar direction.
 - » The front setback should remain with a range seen traditionally in the neighborhood.
- b. Assure the building is stabilized from further deterioration.
 - » The historic building and its features are protected. A clear sequence of steps must be described for how the building's materials or elements will be protected, including any appendages or elements that will be removed, labeled and stored for re-assembly at the receiving site.
- c. The town must have a strong assurance that the rehabilitation project will be followed through to completion and meets best historic preservation practices.
 - » Proof of secure project financing may be required.
 - » New replacement materials should be kept to a minimum in the rehabilitation process.
 - » The proposed design for the building and its site will be reviewed using the design guidelines for rehabilitation found in this document.
- d. Assure the historic building will have a viable use in the development of the site that will assure its continued maintenance after the approved rehabilitation work is completed.

RELOCATION OF A HISTORIC BUILDING TO ANOTHER SITE

Design Intent:

In some cases, a historic building may be considered for relocation to a different parcel. The new parcel would be an appropriate setting for the building. In most cases, the building should be moved intact. In some situations, however, moving the entire building intact may not be feasible, and it may become necessary to move portions of the structure separately, and then re-assemble it on the new site. This process is not the same as demolition. The process of disassembly and reconstruction is designed to relocate the building and reinstate it in a condition as close to the original as is feasible. It requires special care to assure that disassembled materials are properly managed during transit and reassembly.

Some reasons that justify moving the building off the site include:

- The building is historic, but research shows that it has been relocated and therefore possesses no integrity of location.
- The building in question intrudes on public right-of-way.
- The building in question impacts the feasibility of the new project.

Design guideline:

1.77 A historic structure may be relocated off site if doing so will help assure its preservation and it meets the following criteria:

- a. The original building and site condition should be accurately recorded before removing the structure from its existing site.
- b. The historic building and its features are protected. A clear sequence of steps must be described for how the building's materials or elements will be protected, including any appendages or elements that will be removed, labeled and stored for re-assembly at the receiving site.
- c. The relocation site provides an appropriate context for the building. The new site should convey a character similar to that of the historic site, in terms of scale of neighboring buildings, materials, site relationships and age. The building should be located on the site in an orientation similar to the original setting.
- d. There is a commitment to complete the relocation and subsequent rehabilitation of the building.
- e. The town must have a strong assurance that the rehabilitation project will be followed through to completion and meets best historic preservation practices.
 - » Proof of secure project financing may be required.
 - » New replacement materials will be kept to a minimum in the rehabilitation process.
 - » The proposed design for the building and its site will be reviewed using the design guidelines for rehabilitation found in this document.
- f. Assure the historic building will have a viable use in the development of the site that will assure its continued maintenance after the approved rehabilitation work is completed.

GLOSSARY OF TERMS

Alignment. The arrangement of objects along a straight line.

Alteration. Any act or process, except repair and light construction that changes one or more of the architectural features of a structure or site, including, but not limited to, the erection, construction, reconstruction, relocation of, or addition to a structure.

Appropriate. Suitable for a particular condition, occasion, or place, compatible, fitting.

Awning. An architectural projection, which provides weather protection, identity, or decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which another cover is attached that may be of fabric or other materials. Awnings are typically sloped.

Bracket. A supporting member for a projecting element or shelf, sometimes in the shape of an inverted L and sometimes as a solid piece or a triangular truss.

Building. A resource created principally to shelter any form of human activity, such as a house.

Canopy. A projecting, rigid structure with a roof generally suspended with tie rods, or cantilevered with some sort of support system.

Certificate of Appropriateness. Certificate issued by the Community Development Director authorizing any proposed repair, restoration, alteration, construction, relocation, or demolition of a historic property pursuant to this ordinance.

Character-defining feature. Architectural elements and stylistic details that contribute to the distinctive nature of a building or structure.

Compatible. Consistent or harmonious with location, design, setting, materials, workmanship, feeling, or association or an individual building, structure, object or site, or of surrounding properties

Cornice. A decorative band at the top of the building.

Covered boardwalk. A projecting, rigid structure with a roof that is supported by columns.

Deconstruction. The process of dismantling a building such that the individual material components and architectural details remain intact. This may be employed when a building is relocated or when the materials are to be reused in other building projects. Deconstruction may be a more environmentally responsible alternative to conventional demolition; however, it is an inappropriate treatment for a building of historic significance.

Design. The combination of elements that create the form, plan, space, structure and style of a property

Deteriorate. To diminish or impair in quality, character, function or value; also to fall into decay or ruin.

Design guideline. A criterion with which the Design Review Commission and/or Community Development Director will require compliance when it is found applicable to the specific proposal. A guideline is subject to some interpretation when determining compliance.

Display window. The main portion of glass on a building front or within a storefront, where goods and services are displayed.

Door frame. The part of a door opening to which a door is hinged. A door frame consists of two vertical members called jambs and a horizontal top member called a lintel.

Double-hung window. A window with two sashes (the framework in which window panes are set), each movable by a means of cords and weights.

Façade. Front or principal face of a building; any side of a building that faces a street or other significant public open space.

Fascia. A flat board with a vertical face that forms the trim along the edge of a flat roof, or along the horizontal, or “eaves,” sides of a pitched roof. The rain gutter is often mounted on it.

Form. The overall shape of a structure (i.e., most structures are rectangular in form).

Frame. A window component. See window parts.

Head. The top horizontal member over a door or window opening.

Historic property. A district, site, building, structure or object significant in American history, architecture, engineering, archaeology or culture at the national, State or local level.

Designated Historic Resource. A property, structure, feature, object or district that is determined to be of historic significance and is designated to the Town’s Historic Register pursuant to this ordinance.

Integrity: *The ability of a property to convey its historic significance through its physical features.*

Intact historic property. These properties are those that are well preserved, or that have been restored to their historic character. Some retain original cornices, windows and storefronts. Others have had some of these features reconstructed to match or appear similar to original features. They have the highest degree of integrity. In some cases, minor alterations may still exist that slightly detract from the historic character and could be addressed in future rehabilitation work.

Kickplate. Found beneath the display windows on a storefront.

Lintel. A horizontal structural member that supports a load over an opening; usually made of wood, stone or steel; may be exposed or obscured by wall covering.

Maintenance. The work of keeping something in proper condition, upkeep. Activities required or undertaken to conserve as nearly, and as long as possible the original condition of an asset or resource while compensating for normal wear and tear. The needed replacement of materials is done in-kind.

Mass/Massing. The physical size and bulk of a structure. A building's massing is derived from the articulation of its façade through the use of dormers, towers, bays, porches, steps and other projections. These projections significantly contribute to the character of the building and, in town, the character of a street.

Masonry. Construction materials, typically bound together by mortar, such as stone, brick, concrete block or tile.

Material. As related to the determination of "integrity" of a property, material refers to the physical elements that were combined or deposited in a particular pattern or configuration to form a historic property.

Module. The appearance of a single façade plane, despite being part of a larger building. One large building can incorporate several building modules.

Molding. A decorative band or strip of material with a constant profile or section. It is generally used in cornices and as trim around window and door openings.

Muntin. A bar member supporting and separating panes of glass in a window or door.

Orientation. Generally, orientation refers to the manner in which a building relates to the street. The entrance to the building plays a large role in the orientation of a building; whereas, it should face the street.

Original. Belonging or pertaining to the origin or beginning of something, or to a thing at its beginning.

Parapet. A low protective wall or railing or wall-like barrier along the edge of a raised structure such as a roof, bridge, terrace or balcony. Where extending above a roof, it may simply be the portion of an exterior wall that continues above the line of the roof surface, or may be a continuation of a vertical feature beneath the roof such as a fire wall or party wall.

Pilasters. A rectangular column or shallow pier attached to a wall; quite frequently decoratively treated so as to repeat a classical column with a base, shaft and capital.

Preservation. The act or process of applying measures necessary to sustain the existing form, integrity and materials of a historic building, site, structure or object. Work may include preliminary measures to protect and stabilize the property, but generally focuses on the ongoing preservation, maintenance and repair of historic materials and character-defining features rather than extensive replacement and new work.

Source: *Secretary of the Interior National Park Service.*

Property. A building, structure, site or object.

Reconstruction. The act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location. Source: *Secretary of the Interior National Park Service.*

Rehabilitated historic property. These are properties that have had improvement work in which some key features have been preserved, and also may have some alterations that are distinguishable as new, but are compatible with the historic character. In many of these cases, upper portions of the storefronts retain historic features, including cornices, decorative moldings and upper story windows. Many have new storefronts that do not replicate historic details but are generally compatible as “contemporary interpretations” of traditional storefronts. A few alterations may still exist that slightly detract from the historic character and could be addressed in future rehabilitation work.

Rehabilitation. The process of returning a property to a state that makes a contemporary use possible while still preserving those portions or features of the property which are significant to its historical, architectural and cultural values. Source: *Secretary of the Interior National Park Service.*

Rehabilitation may include a change in use of the building or additions. This term is the broadest of the appropriate treatments and is often used in the standards with the understanding that it may also involve other appropriate treatments.

Remodeling. The process of changing the historic design of a building. The appearance is altered by removing original details and by adding new features that are out of character with the original design. Remodeling of a historic structure is inappropriate.

Restoration. The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular time period. It may require the removal of features from outside the restoration period. Source: *Secretary of the Interior National Park Service*.

Rhythm. The spacing and repetition of building façade elements, such as windows, doors, belt courses and the like, give an elevation its rhythm. The space between freestanding buildings in towns, as well as the height of roofs, cornices, towers and other roof projections establishes the rhythm of a street.

Scale. (a.) The perceived size of a building relative to the size of its elements and to the size of elements in neighboring buildings. The overall shape and massing of buildings is significant to defining character. In order to retain the character of a community, maintaining a balance between landscaping and building scale in relation to space available is essential. A building built to the legal limits established for height, building scale and setbacks may result in a building which is not compatible with the character of its neighborhood. (b.) An indication of the relationship between the distances or measurements on a map or drawing and the corresponding actual distances or measurements.

Setting. The physical environment of a historic property

Should. "Should" indicates that compliance is expected, except in conditions in which the Design Review Committee and/or city staff finds that the standard is not applicable, or that an alternative means of meeting the intent of the standard is acceptable.

Side light. A usually long fixed sash located beside a door or window; often found in pairs.

Significant. Having architectural characteristics and historical associations that make the building, structure, feature or area worthy of preservation.

Sill. The lowest horizontal member in a frame or opening for a window or door. Also, the lowest horizontal member in a framed wall or partition.

Simulated divided light window. A large piece of insulated glass with interior and exterior grilles attached by tape.

Stile. A vertical piece in a panel or frame, as of a door or window.

Substantially altered historic property. These are properties that retain some original features but are missing a substantial amount of other features. They also have later alterations that detract from the historic character. More recent storefronts that are out of proportion from the original, or that have materials that are out of character are examples. Cornices may be missing and upper story windows may be altered as well. These later alterations detract from the historic character and could be addressed in future rehabilitation work. Reconstruction of missing features, or addition of new, compatible interpretations should be high priorities for these properties.

Transom window. A small window or series of panes above a door, storefront, or above a casement or double hung window.

True divided light window. A window made up of several pieces of glass puttied into frames.

Upper-story windows: Windows located above the street level, often with a vertical orientation.

Visual continuity. A sense of unity or belonging together that elements of the built environment exhibit because of similarities among them.

Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory

ORDINANCE M

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND ARTICLE 5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING PRESERVATION OF HISTORIC PROPERTIES AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 2 of Town of Jackson Ordinance No. 1074 (PART) and Article 5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Div. 5.9. Preservation of Historic Properties

5.9.1 Purpose:

The Town of Jackson has a wide range of historic properties. The Town Council and the citizens of Jackson find that these **properties** are worthy of protection and recognition. The purpose of this Division is to:

- A. Effect and accomplish the protection and preservation of the town's architecture, culture, and heritage as embodied in historic properties by appropriate regulations and incentives;
- B. Enhance property values and stabilize neighborhoods with historic properties;
- C. Establish the Jackson Historic Register listing of historic buildings, structures, sites and objects; and
- D. Establish a mechanism whereby incentives for historic preservation may be made available.
- E. Establish Historic Preservation Design Guidelines to ensure future development and redevelopment maintains and enhances the historic integrity of protected structures.

5.9.2 Establishment of Jackson Historic Register

- A. The Town Council hereby establishes the Jackson Historic Register.
 - 1. Properties designated in the Jackson Historic Register shall be known officially as a Registered Historic Resource to recognize that the property is of special historic significance in the Town of Jackson.
 - 2. Properties may be listed in the Jackson Historic Register only if such property has been so designated pursuant to the procedures in Sec. 8.5.6.
 - 3. All properties listed in the National Register of Historic Places are eligible for the Jackson Historic Register but are not designated until approval, pursuant to this section, is obtained.

5.9.3. Applicability

This Division shall apply to all structures designated as a Registered Historic Resource as established in this Division. The provisions in this Division apply to Registered Historic Resources as follows:

- A. The provisions in this Division are mandatory for a Registered Historic Resource once the property is listed voluntarily by the landowner, as specified below.
- B. All properties listed on the Jackson Historic Register shall comply with the Historic Preservation Design Guidelines incorporated into the Town Design Guidelines (see Appendix A in the Town Design Guidelines).
- C. For a Registered Historic Resource that utilizes a development incentive in Section 5.9.6., the provisions in this Division are mandatory in perpetuity or apply as otherwise stated in the LDRs;

- i. For a Registered Historic Resource that does not utilize a development incentive in Section 5.9.6. or other financial incentive (e.g., state or federal), the landowner may opt out of the Registered Historic Resource designation at any time with proper notice to the Town as provided in this Division.

D. Structures of Merit: This Division does not apply to Structures of Merit, except for Sec. 5.9.5.

5.9.4 Designation Criteria to the Jackson Historic Register

Below are the criteria to designate a property to the Jackson Historic Register. Registered Historic Resources shall meet all three general designation criteria (A, B, and C) listed in this section. Under Criterion B, "Historic Significance," a Registered Historic Resource shall meet a minimum of two of the specific categories listed.

- A. Age. Individual properties shall be at least 50 years old. However, a property may be exempted from the age standard if Council finds it to be exceptionally important.
- B. Historic Significance. Properties shall be found to have historic significance in these categories in order to be considered for designation:
 1. Association with events that have made a significant contribution to history;
 2. Connection with persons significant in history;
 3. Distinctive characteristics of a type, period, method of construction, or artisan;
 4. Geographic importance; and/or
 5. Possibility to yield important information related to prehistory of history.
- C. Integrity. In addition to having historic significance as outlined above, a property must be found to retain sufficient integrity. All properties shall be evaluated for their physical integrity by using the National Register bulletins to evaluate the following criteria:
 1. Location
 2. Design
 3. Setting
 4. Materials
 5. Workmanship
 6. Feeling
 7. Association

5.9.5 Structures of Merit

- A. General
 1. A list of Structures of Merit is hereby established. The purpose is to recognize properties of historic significance that have not been formally designated to the Town's Historic Register. No regulation of the property as identified for properties on the Town's Historic Register applies to these properties.
- B. Identification
 1. Structures of Merit are identified through professional surveys conducted by or with the assistance of the Teton County Historic Preservation Board (TCHPB)
 2. The Planning Director shall formally accept the Structures of Merit list as annually presented and periodically updated by the TCHPB.
 3. The TCHPB shall notify in writing all owners of a property listed as a Structure of Merit.
- C. List of Structures of Merit
 1. The TCHPB shall maintain an up-to-date List of Structures of Merit, which shall be made publicly available.
 2. If a property on the List of Structures of Merit is subsequently designated to the Town's Historic Register, it shall then be removed from the List of Structures of Merit.

5.9.6 Incentives for Historic Preservation

A. Purpose

In recognition that requirements in the LDRs can be a barrier to the preservation of historic resources, this section provides zoning incentives to property owners. The intent is to provide financial incentives and regulatory flexibility to avoid the demolition of historic properties and to encourage context-sensitive reinvestment in and redevelopment of historic properties. Toward this end, this section provides zoning-related incentives for Registered Historic Resource properties.

B. Historic Preservation Easement Required for Certain Incentives

In order to ensure that certain incentives result in the long-term preservation of the Registered Historic Resource, these LDRs identify certain high-value incentives that can only be used if the owner concurrently records an historic preservation easement to protect the historic property in perpetuity. This preservation easement shall be held by the Teton Historic Preservation Foundation or other qualified entity. Where the LDRs do not clearly require the recordation of a preservation easement for the use of an incentive, no such requirement shall be imposed by the Town.

C. Incentives Available to a Registered Historic Property

The incentives in this section are available only to a Registered Historic Property. Many of the incentives listed in this section are located in other parts of the LDRs. In such cases, only a reference to the appropriate LDR section is provided here so the referenced section must be reviewed to find the full incentive. In other cases, the full incentive is provided in this section. In addition, outside of the LDRs, incentives for historic preservation are also available in Chapter 12 of the International Existing Building Code and through federal and state programs (see National Register of Historic Places).

1. Nonconforming Structures.

- a. Registered Historic Resource properties are allowed to increase existing nonconformities on expansions by matching existing setbacks, height, and other dimensional standards (see Sec. 1.9.2.B.1. for full text).
- b. Registered Historic Resource properties are exempted from the 20% limitation on expansion of nonconforming structures (see Sec. 1.9.2.B.3.b for full text).
- c. Registered Historic Resource properties are exempted from the limitation on replacing (and expanding) nonconforming structures (see Sec. 1.9.2.B.4.a for full text).

2. Flexibility in the Applicability of Development Standards

- a. Administrative Adjustment
 - a. Structure Setbacks and Site Development Setbacks. The Planning Director may establish a lesser structure setback or site development setback of greater than 20% for a Registered Historic Resource property based on compelling information from the applicant that the lesser standard is necessary to meet the goals of this Division and will protect the character of the adjacent properties and neighborhood (see Sec. 8.8.1.B.2).
 - b. The protection of a Registered Historic Resource is one justification for approving an Administrative Adjustment to provide additional flexibility for parking, LSR, setbacks, and other important standards (see Sec. 8.8.1.C.2.b for full text).

3. FAR exemption

- a. Any floor area within Registered Historic Resource structure does not count as floor area for the purpose of calculating the maximum allowed floor area (FAR) on a property. Floor area within additions made to the Registered Historic Structure subsequent to listing on the Register do not qualify for this exemption.
- b. An addition to a Registered Historic Resource structure does not count as floor area for the purpose of determining development review thresholds in each zone district (i.e., see subsection. B.10 in each zone district).
- c. A residential unit(s) that is a Registered Historic Resource structure, or that is contained within such a structure, shall not count as a dwelling unit for the purpose of maximum density limitations.

4. Minimum Lot Size

The minimum lot size limit on a property with a structure listed on the Jackson Historic Register may be eliminated for the purpose of separating the historic property on an individual lot. However, all resulting lots shall meet all applicable requirements of the LDRs with the exception that the Registered Historic Resource may be as close as 5' from any newly created rear setback. In addition, the Registered Historic Resource shall be protected in perpetuity on the lot (repositioning allowed) by the recordation of an historic preservation easement.

5. Workforce Housing Mitigation

- a. Uses within a Registered Historic Resource are exempt from the affordable workforce housing mitigation requirements in Div. 6.3 (see Sec. 6.3.2.C.3 for full text).
- b. Any addition to a Registered Historic Resource that receives approval of a Certificate of Appropriateness shall be exempt from the affordable workforce housing mitigation requirements in Div. 6.3 (see Sec. 6.3.2.C.3 for full text)
- c. For any property with a Registered Historic Resource, the landowner may transfer or sell any unused housing mitigation credits to another property in the TS-1, TS-2, DC-1, DC-2, CR-1, CR-2, CR-3, BP, NM-2, or NH-1 zone. To calculate the amount of the credit, the Town will assume the following: 1) for a residential zone, the credit assumes 100 percent Detached Single-family development; 2) for a mixed-use zone, the credit 100% Retail development.

Example: For a 7,500 sf property with a 1.3 FAR and existing 1,500 sf historic structure, the housing mitigation credit would be calculated as follows: 9,750 sf (total FAR) sf of credit available to be transferred (i.e., floor area of existing historic structure is not counted). This 9,750 sf now needs to be converted to a mitigation requirement assuming 100% Retail development. Using the Town's workforce housing calculator, this yields a total credit of approximately 4.2 mitigation units.

6. Transfer of Development Rights (TDR) for Historic Preservation

Properties with a Registered Historic Resource may transfer or sell unused floor area (Transferred Floor Area) to another eligible property according the standards in this subsection.

- a. Requirements for 'Sending' properties

A 'Sending' property is one that meets all of the following criteria:

- i. The property must contain a Registered Historic Resource, except in the case of a secondary transfer of an TDR where a qualified Receiving site (i.e., a site that has already received an approved TDR) then wants to re-transfer or re-sell the TDR to another eligible Receiving site.
- ii. The property must be located in the Town and may be located in any zone district.
- iii. The property must have unused floor area available for transfer to another property. Unused floor area is calculated by subtracting the total amount of existing floor area on the site (not including designated historic structures) from the maximum allowed floor area as determined by the base FAR.

[EXAMPLE: On a property with a 2,000 sf historic structure and 1,500 sf non-historic structure, and where a total of 5,000 sf of development is allowed by the base FAR (i.e., without the use of any floor area bonuses), the property would be eligible to transfer 3,500 sf of floor area to a qualified receiving site].

b. Requirements for 'Receiving' properties

A 'Receiving' property must meet all of the following criteria:

- i. The property must be located in the DC-1, DC-2, CR-1, CR-2, CR-3, BP, NM-2, or NH-1 zone in the Town;
- ii. No variance to any development standard is required to accommodate the transferred floor area;
- iii. The property must not have significant environmental or developmental constraints, such as being in the Natural Resource Overlay (NRO), the Natural Hazards Overlay, or similar hazards.
- iv. No additional significant public infrastructure improvements paid by the Town are needed to accommodate the Transferred Floor Area.

c. General requirements and rules of TDR program

- i. Prior to the transfer of any Transferred Floor Area, the owner of the sending property must apply for a Zoning Compliance Verification (ZCV) from the Town Planning Department to verify the amount and type of floor area available to be transferred from the Sending site and to verify that the intended Receiving site is eligible to receive a TDR.
- ii. The sale or transfer of the floor area is a private transaction to be agreed upon by the affected landowners. The Town is not involved in determining the value or price of any Transferred Floor Area.
- iii. Transferred Floor Area shall not count as FAR on the Receiving site.
- iv. A Sending property in a residential zone may only transfer residential floor area.
- v. A Sending property in a mixed-use zone may transfer either residential or non-residential floor area, at the landowner's discretion, provided it is allowed as a Basic Use. Floor area allowed as a Conditional Use or Special use cannot be transferred;
- vi. Transferred Floor Area that has been transferred legally to an eligible Receiving site may be transferred again to another eligible Receiving site (i.e., the receiving site becomes a sending site) subject to the requirements of this section. This process may be repeated as many times as necessary to transfer floor area to a site intended for development.

- vii. Transferred Floor Area does not expire and there is no deadline by which time the floor area must be used. Purchasers of Transferred Floor Area, however, may voluntarily expire or retire the transferred development rights by filing an instrument in the County Clerk's office that shall be signed by the Planning Director and clearly documents the location and development rights that are to be expired.
 - viii. In the CR-3 zone, buildings with a fourth story and 48' in height are allowed provided that the fourth story is equal to the amount of Transferred Floor Area transferred to the site using the TDR program (see Sec. 2.2.13.E.7 for full text).
 - ix. The designated historic resource on a Sending property may be repositioned on the Sending site consistent with the requirements of Sec. 8.5.8, but if it is moved to another site the original Sending site must comply with the retroactive requirements in Sec. 5.9.6.D.
- d. Documentation required to transfer floor area under the TDR program

All Transferred Floor Area under the TDR program shall comply with the following requirements.

- i. A Sending property that uses the TDR incentive shall record an historic preservation easement on the Sending property that not only preserves the Registered Historic Resource in perpetuity but clearly records the amount and type of Transferred Floor Area and the location of the Receiving site.
- ii. Both the Sending property and the Receiving property shall separately record a deed restriction in the County Clerk's office that clearly identifies the following: a) the owner(s) of the Sending and Receiving properties; b) the amount and type of Transferred Floor Area, c) the amount of floor area remaining on the Sending site (Sending site only), d) a description of the Registered Historic Resource on the sending site being protected; and e) any other information necessary to provide clear notice to future property owners and the Town regarding the status of future development potential on each property.
- iii. The required TDR deed restrictions on both the Sending and Receiving properties shall state that the Registered Historic Resource shall be protected in perpetuity and that an historic preservation easement has been concurrently recorded on the Sending property as required by the LDRs.
- iv. The required TDR deed restrictions on both the Sending and Receiving properties shall be recorded prior to issuance of any building permit that includes use of Transferred Floor Area.
- v. The required deed restriction on both the Sending and Receiving properties shall be signed by the Planning Director. Deed restrictions without the Planning Director's signature shall invalidate any related TDR transactions.
- vi. When an owner of a Receiving property proposes to subdivide a property with unused Transferred Floor Area from the TDR program, the owner shall clearly allocate the unused Transferred Floor Area to the newly created lots or units prior to approval of the plat.

7. Vesting of Transferred Floor Area

Floor area that is purchased or otherwise transferred through the TDR program does not guarantee a development right or create a vested right on the Receiving site. The transferred

floor area is vested only after an approved development permit or building permit is issued that includes the TDR floor area and demonstrates that it can fit on the Receiving site while complying with all applicable LDRs.

C. Retroactive Requirement

When an incentive in this Division is used for a Registered Historic Resource but the Registered Historic Resource is subsequently removed physically or is no longer designated on the Jackson Historic Register, the benefiting property owner will be responsible to retroactively comply with, either through payment or performance, the LDR requirement that was relaxed or exempted.

5.9.7 Maintenance of Registered Historic Resource

- A. The Town Council intends to preserve from deliberate or inadvertent neglect the exterior portions of a Registered Historic Resource and all interior portions thereof whose maintenance is necessary to prevent deterioration of any exterior portion. No owner, lessee, or occupant of any Registered Historic Resource shall fail to prevent significant deterioration of the exterior of the building, structure, object, or special feature beyond the condition of such Registered Historic Resource on the effective date that the property was listed on the Jackson Historic Register.
- B. No owner, lessee, or occupant of any Registered Historic Resource shall fail to comply with all applicable provisions of these LDRs.
- C. Prior to beginning any enforcement action for failure to maintain the Registered Historic Resource, the Town shall notify the owner of the need to repair, maintain, or restore such property; shall assist the owner in determining how to preserve such property; and shall give the owner a reasonable time to perform such work.
- D. Unsafe or Dangerous Conditions Exempt. Nothing in this section shall be construed to prevent any measures of construction, alteration, removal, or demolition necessary to correct an unsafe or dangerous condition of any Registered Historic Resource, or parts thereof where such condition is declared unsafe or dangerous by the Town and where the proposed measures have been declared necessary by the Town to correct the condition, as long as only such work that is absolutely necessary to correct the condition is performed. Temporary measures may be taken without first obtaining a Certificate of Appropriateness under this ordinance, but a certificate is required for permanent construction, alteration, removal, or demolition.

5.9.8 Enforcement

Registered Historic Resource properties are designated only with the consent of the property owner, thus the provisions of this Division are enforced through the Design Guidelines for as long as the property is a Registered Historic Resource or, where an historic preservation easement was required, the provisions of this Division shall apply in perpetuity.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.

PASSED 2ND READING THE _____ DAY OF _____, 2020.

PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE N

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1199, 1197, 1196, 1154; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 1.9.2, 2.2.13.E, 4.5, 5.8.1, 5.8.2, 8.2.6.C, 8.8.1 AND 8.10.4 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING HISTORIC PROPERTY PHYSICAL DEVELOPMENT, APPEARANCE AND SITING AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1199, 1197, 1196, 1154; Section 2 of Town of Jackson Ordinance No. 1074 (PART); and Sections 1.9.2, 2.2.13.E.7, 4.5, 5.8.1, 5.8.2, 8.2.6.C, 8.8.1 and 8.10.4 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1.9.2. Nonconforming Physical Development

A. Applicability

Nonconforming physical development is declared generally incompatible with the character of the zone or overlay in which it is located. This Section shall apply to lawful physical development (other than signs) that does not meet the physical development standards applicable to the zone or overlay. Physical development standards applicable to all zones are found in Article 5. Physical development standards applicable to specific zones are found in Subsection B of the zone-specific sections found in Article 2.- Article 4.

B. Maintenance, Alteration, Expansion, and Replacement

Maintenance, alteration, replacement, or expansion of a nonconforming physical development shall only be permitted if all 6 of the following standards are met.

1. No Increase in Nonconformity. Maintenance, alteration, replacement, or expansion shall not increase the nonconformity and shall otherwise comply with all applicable standards of these LDRs, except that maintenance, alteration, or expansion of a nonconforming Detached Single-Family Unit or property listed on the Jackson Historic Register shall not be subject to this limitation (e.g., an addition to a house or structure on the Jackson Historic Register designated historic structure that is nonconforming as to height may be the same height as the existing nonconforming house or historic house structure).
2. Maintenance and Alteration. A nonconforming physical development may be maintained or altered.
3. Expansion. A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon cumulative expansion of greater than 20% of its floor area or site area. Cumulative expansion is the sum of all expansions from the date the physical development became nonconforming, including all expansions under prior LDRs if the physical development became nonconforming under prior LDRs and remains nonconforming.

The following exceptions shall apply to this limit on expansion.

a. Detached Single-Family Unit. This standard shall not limit the expansion of a Detached Single-Family Unit.

b. Jackson Historic Register Historic Buildings. This standard shall not limit expansion of a property listed on the Jackson Historic Register a building included on the Teton County Historical Preservation Board (TCHPB) list of historically significant properties, or that is otherwise deemed in writing by the TCHPB to be historically significant.

4. Replacement. A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon willful demolition of any structural support for the portion of the physical development that is nonconforming. Except that this subsection shall not prohibit any of the following.

a. Jackson Historic Register Detached Single-Family Unit. This standard shall not limit the expansion replacement of a property listed on the Jackson Historic Register Detached Single-Family Unit.

Sec. 2.2.13.E.7 ~~Commercial Residential—3 (CR-3) District~~

7. Additional Height and Story for Historic Preservation TDR Program

A 48' maximum height and a fourth story are allowed provided that the fourth story is equal to the amount of floor area transferred to the site per the TDR program. The transferred floor area is subject to all other applicable LDR requirements.

Division 4.5 Overlay Zones

4.5.1 Downtown Design Overlay

A. Purpose

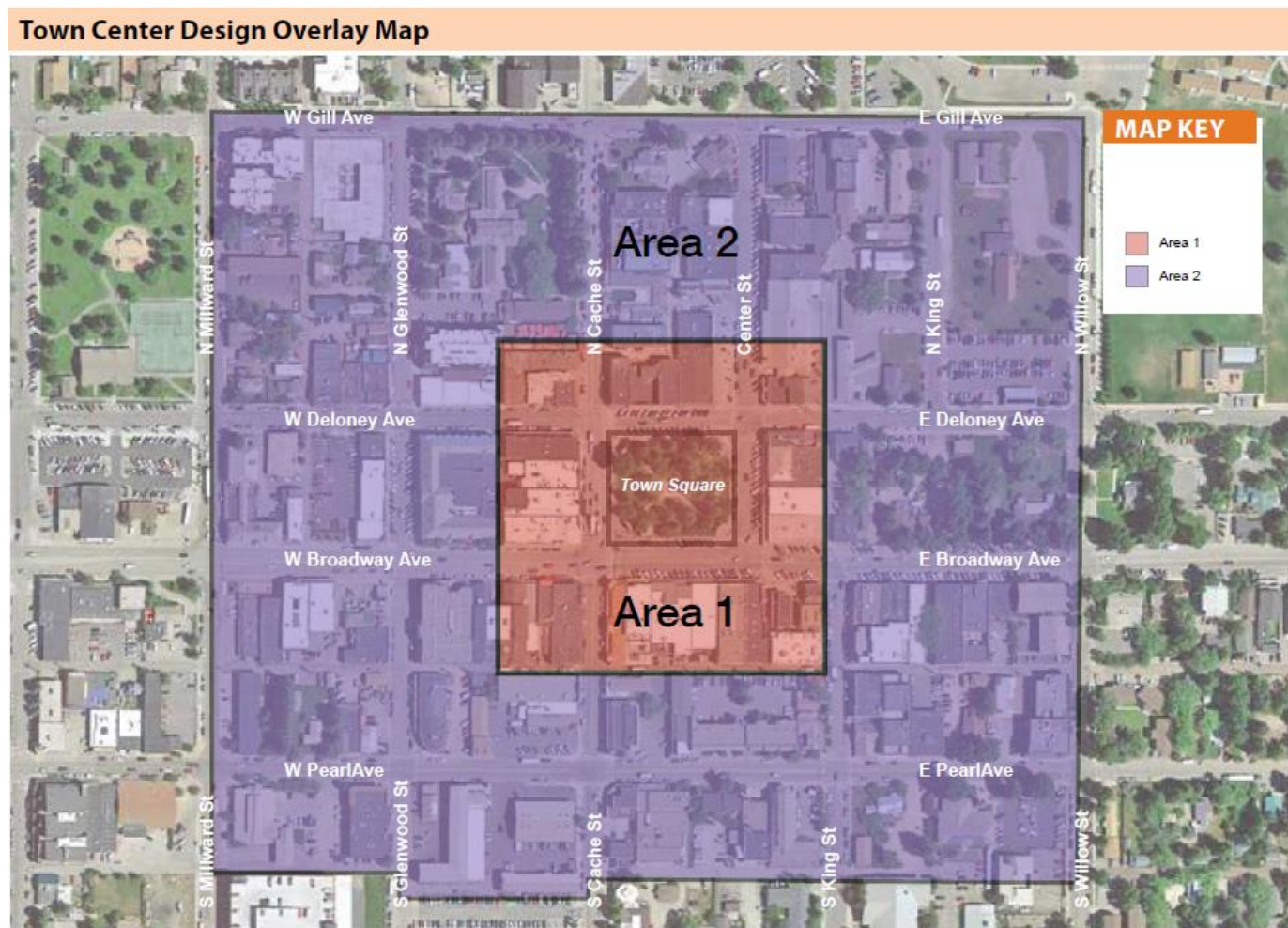
The Town of Jackson is a small, western town located in the heart of the Rocky Mountains. Settled originally as a cowboy town with dude ranches, Jackson has grown into a national and international destination known for its small town, western charm and access to the West's best scenery, wildlife, art life, and recreational opportunities. The Town Council and the citizens of Jackson find that the Town Square area is the recognized economic and visitor heart of the community and is worthy of protection and recognition. The purpose of this Division is to:

1. Effect and accomplish the protection and preservation of the Town Square area's 'western character' by establishing a Downtown Design Overlay (DDO) as shown in the adopted overlay map below;
2. Establish the Historic Preservation Design Guidelines to ensure that future development and redevelopment in the Town Square area is architecturally compatible with the traditional building features and desired future character of the overlay area;
- 4-3. Provide clear direction to property owners within the DDO regarding the expected materials, scale, architectural treatments, pedestrian facilities, and review process for design review within the DDO.
4. Enhance property values, protect historic structures, and stabilize the character of the Town Square area to respect previous and future investments in the DDO area.

B. Applicability

The Town Council hereby establishes the DDO as shown in the overlay map below. The requirements of the DDO apply to all new development or redevelopment located within the DDO that meet the applicability requirements for review in Sec. 5.8.1. The DDO is divided into the following subareas:

1. **Area 1:** This area encompasses the properties directly facing the Town Square, including across all four intersections. This area is considered to be the Town Square ‘proper’ and includes some of the community’s most iconic attractions so has the highest level of ‘western character’ design guidelines.
2. **Area 2:** This area encompasses all areas not included in Area 1 but within the DDO boundary. This area is immediately adjacent to the iconic Town Square and so, while critical to supporting the character of the Town Square, is secondary in importance to the visitor experience and so can have a more flexible level of ‘western character’ design guidelines.



C. Downtown Design Guidelines

To implement the purposes of the DDO the Council hereby establishes the Downtown Design Guidelines (see Appendix in the Town Design Guidelines). These guidelines are adopted by resolution and incorporated into the existing Town Design Guidelines. New development in the DDO must comply with the Downtown Design Guidelines per the applicability requirements in Sec. 4.5.1.B.

Div. 5.8. Design Guidelines

5.8.1. Applicability

A. ~~General~~ Town Design Guidelines

1. The following applications shall be required to complete design review based upon criteria established in the Town's Design Guidelines prior to the issuance of a building permit or development plan, as established in Div. 8.3, except where exempted by the Planning Director for additions of 20% or less that are consistent with existing architecture.
 - a. All applications for nonresidential development and redevelopment within the Town.
 - b. All applications within the ~~DCTS-1, TS-2, DC-1, DC-2~~, CR-1, CR-2, CR-3, and OR zones.
 - c. All applications for residential development that includes three or more attached units.

B. Historic Preservation Design Guidelines

All applications for a property listed on the Jackson Historic Register, as applicable, per the procedures in Sec. 8.5.7. and 8.5.8, shall be subject to the Historic Preservation Design Guidelines per the procedures in Sec. 8.5.7 and 8.5.8. Such properties may also be subject to the Town Design Guidelines if the project meets one or more of the criteria in Sec. 5.8.1.A.

C. Downtown Design Guidelines

All applications for properties located within the Downtown Design Overlay shall be subject to the Downtown Design Guidelines. Such properties may also be subject to the Town Design Guidelines if the project meets one or more of the criteria in Sec. 5.8.1.A.

5.8.2. Design Guidelines ~~(1/1/15, Ord. 1074)~~

The Town's Design Guidelines are established and adopted pursuant to Resolution No. 04-02, and Resolution No. 20-29 (Downtown Design Guidelines and Historic Preservation Design Guidelines) and are available in the office of the Planning Department or on the Town's website: www.townofjackson.com.

Sec. 8.2.6.C

C. Design Review Committee Review

An application subject to the Town's Design Guidelines, including the Downtown Design Guidelines, as established in Div. 5.8., shall be reviewed by the Design Review Committee (DRC) ~~Historic Preservation Subcommittee (HPS).~~

1. Review by the DRC ~~or HPS~~ shall occur in a meeting open to the public. At the public meeting, the DRC shall consider the application, and any relevant support materials.
2. The DRC ~~or HPS~~ may confer at the meeting with the applicant on changes deemed advisable to comply with the Town's Design Guidelines established in Div. 5.8.
3. At the public meeting, the DRC ~~or HPS~~ shall provide a recommended decision to the Planning Director on the application based on the Town's Design Guidelines. The recommendation shall clearly state the factors considered in making the recommendation.

D. Teton County Historic Preservation Board Review

An application subject to the Town's Historic Preservation Design Guidelines, as established in Div. 5.8., shall be reviewed by the Teton County Historic Preservation Board (TCHPB).

1. Review by the TCHPB shall occur in a meeting open to the public. At the public meeting, the TCHPB shall consider the application, and any relevant support materials.

2. The TCHPB may confer at the meeting with the applicant on changes deemed advisable to comply with the Town's Historic Preservation Design Guidelines established in Div. 5.8.

3. At the public meeting, the TCHPB shall provide a recommended decision to the Planning Director on the application based on the Town's Historic Preservation Design Guidelines. The recommendation shall clearly state the factors considered in making the recommendation.

8.8.1. Administrative Adjustment

A. Purpose

The purpose of an administrative adjustment is to allow minor adjustments to certain requirements and numerical standards in these LDRs based on specific review standards. The intent is to provide relief when application of a standard creates practical difficulties in advancement of Comprehensive Plan goals or zoning district purposes.

B. Applicability

An application may be made for administrative adjustment of the following standards of the LDRs.

1. Landscape Surface Ratio may be adjusted up to 20%.

2. Structure setbacks, not including setbacks from natural resources, may be adjusted up to 20%, or for a property listed on the Jackson Historic Register structure setbacks may be adjusted as provided in Sec. 5.9.6.B.1.a.

3. Site development setbacks, not including setbacks from natural resources, may be adjusted up to 20%, or for a property listed on the Jackson Historic Register site development setbacks may be adjusted as provided in Sec. 5.9.6.B.1.a.

[....]

13. A third-story setback may be reduced or waived to accommodate a building design that uses an historic preservation incentive provided in Sec. 5.9.6.

C. Findings

An administrative adjustment shall be approved upon finding the application:

1. Complies with the applicability standards of this Section;

2. Either:

a. Compensates for some unusual constraint of the site or proposal that is not shared by landowners generally, or

- b. Better protects natural ~~and~~ scenic, or historic resources, or
- c. Better supports the purpose of the zone;

8.10.4. Design Review Committee

B. Powers and Duties

The Design Review Committee shall have the powers and duties established under the provisions of the LDRs, including:

- a. To prepare or cause to be prepared Design Review Guidelines, and recommend such Design Review Guidelines for adoption by the Town Council;
- b. To hear requested pre-application conferences pursuant to Sec. 8.2.1.;
- c. To hear, consider, and recommend a decision to the Planning Director, the Planning and Zoning Commission, the Board of Adjustment, and the Town Council on the following applications:
 - i. sketch plan pursuant to Sec. 8.3.1.,
 - ii. development plan pursuant to Sec. 8.3.2., ~~and~~
 - iii. building permit pursuant to Sec. 8.3.3., and
 - iv. projects located within the Downtown Design Overlay.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2020.

PASSED 2ND READING THE ____ DAY OF _____, 2020.

PASSED AND APPROVED THE ____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE O

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1165; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND DIVISION 8.5 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE PROCESS FOR HISTORIC BUILDING DESIGNATION AND ALTERATIONS TO HISTORIC BUILDINGS REGISTERED AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1165; Section 2 of Town of Jackson Ordinance No. 1074 (Part); and Division 8.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Section 8.5.6 Designation Process to the Jackson Historic Register

A. Purpose

The purpose of the historic preservation designation process is to review the historic significance of a particular property, structure, site, or resource to determine whether it meets the criteria for designation to the Jackson Historic Register.

B. Applicability

This process applies to any property in the Town that is properly nominated for designation as a Registered Historic Resource in the Jackson Historic Register per Sec. 5.9.4.

C. Nomination process

An application to designate a property as Registered Historic Resource shall include a nomination according to the below requirements.

- a. A nomination for a Registered Historic Resource on the Town's Historic Register may be made:
 - i. By the owner or owners of the property to be designated;
 - ii. By a vote of the Teton County Historic Preservation Board (TCHPB); and/or
 - iii. By a member or members of the Town Council
- b. Owner notification or consent
For a Registered Historic Resource nomination, written consent by the property owner(s) is required and shall be provided with the designation application.

D. Designation Criteria

To be designated as Registered Historic Resource the property must meet the designation criteria provided in Sec. 5.9.4. The application must specify and provide evidence to demonstrate which criteria the property meets.

E. Effect of Approval

Approval of a Registered Historic Resource application will result in the designated property being added to the Jackson Historic Register within 30 days of approval. Such approval allows the owner to represent their property as being on the Town's Historic Register and potentially qualifies the property for certain development incentives and subjects it to design and relocation requirements in the Design Guidelines and LDRs.

F. Expiration

A Registered Historic Resource designation has no expiration date. The designation of a Registered Historic Resource may be revoked, however, under the procedures provide in Sec. 8.5.6.G.

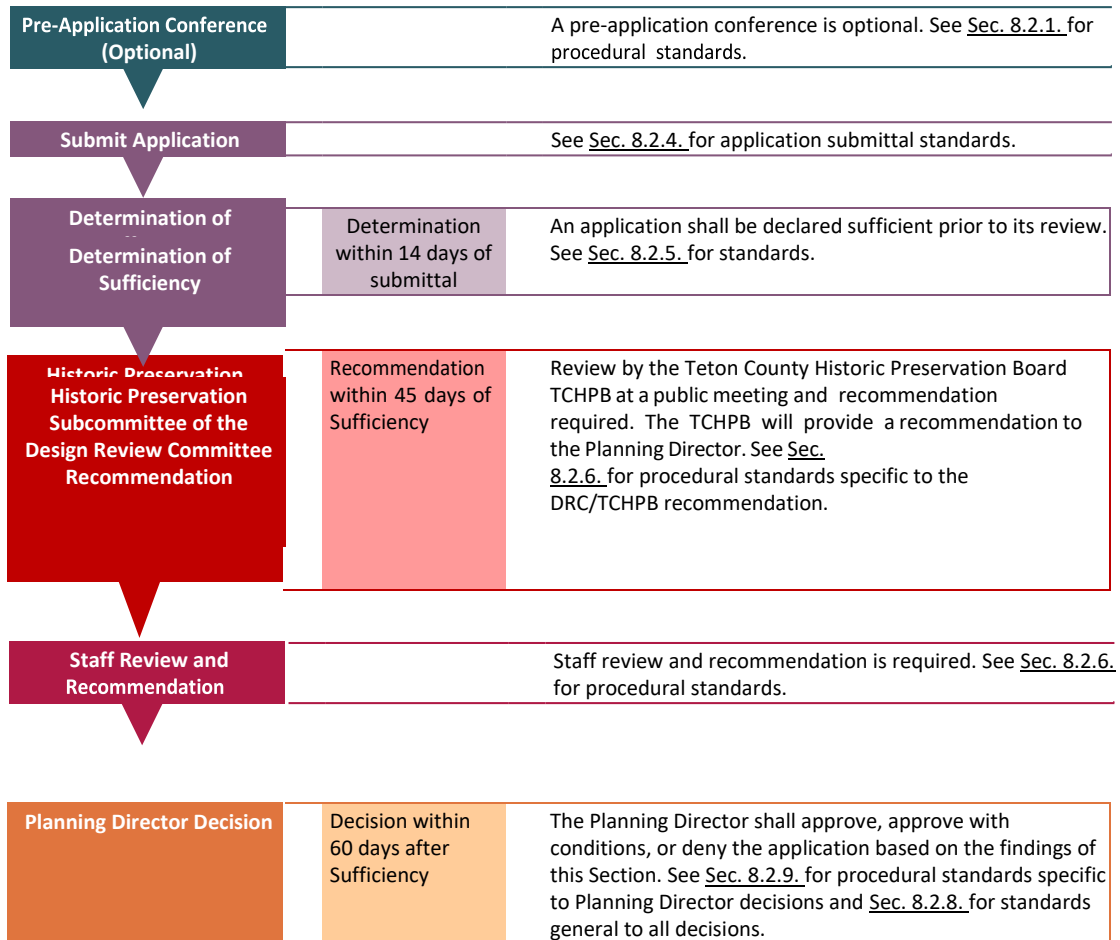
G. Revocation

If a Registered Historic Resource has not been properly maintained or has been altered to a degree that it no longer retains its historic integrity, the Planning Director may recommend revocation of a Registered Historic Resource. However, an owner of a Registered Historic Resource property may request withdrawal of their historic designation for any reason by providing written notification to the Planning Director, provided that the property has not taken advantage of any development incentive(s) that requires continued preservation of the historic resource.

H. Review process

All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete each step before moving to the step below.

Designation Process for Registered Historic Resource



Section 8.5.7 Exterior Alterations to Properties on the Jackson Historic Register — Certificate of Appropriateness

A. Purpose

The purpose is to allow owners to obtain a Certificate of Appropriateness (CoA) to make exterior alterations of properties listed on the Jackson Historic Register in ways that are compatible with and maintain the historic integrity of the resource consistent with the Historic Preservation Design Guidelines. The Planning Director may consult with the Teton County Historic Preservation Board (TCHPB) as necessary to achieve the purposes of this section.

B. Applicability

This process applies to any Registered Historic Resource for which the landowner desires to make exterior alterations that requires a development permit or building permit (Type 1 CoA), or that does not require a building permit but has the potential to negatively impact the integrity of the historic resource (Type 2 CoA), such as exterior painting, non-structural replacement of exterior siding, windows, or roof covering. Interior alterations are not subject to this section.

C. General Procedures

Before carrying out an alteration to the exterior of any Registered Historic Resource, the owner(s) shall follow the procedures below.

1. Certificate of Appropriateness (CoA) Required

All exterior alterations to a Registered Historic Resource require submission of a CoA to the Planning Director as provided below:

a. Submission

- i. Type 1 CoA: Exterior alterations to a Registered Historic Resource that are significant enough to require review by the TCHPB are considered Type 1 CoA applications. These applications are often submitted concurrent with a building permit but may not be in some cases. Type 1 applications include, but are not limited to, the following:
 - a) ADA accessibility improvements located on the front/primary façade
 - b) Removal of character-defining features
 - c) A proposal that significantly changes historic materials
 - d) Additions to residential buildings
 - e) Relocation or reposition
- ii. Type 2 CoA: Exterior alterations to a Registered Historic Resource anticipated to have a relatively minor impact are considered Type 2 CoA applications. These applications may or may not require a building permit. Type 2 applications include, but are not limited to, the following:
 - a) ADA accessibility improvements to the rear or side/secondary façade.
 - b) The repair or restoration of character-defining features and architectural elements.

- iii. In-kind repair/replacement work that matches the existing size, style, material, profile, color, finish, etc.
 - b. Review
 - i. Sufficiency
 - a) Type 1: Determined within 14 days of submittal to Planning Director.
 - b) Type 2: Determined within 7 days of submittal to Planning Director.
 - ii. Recommendation from TCHPB

Only Type 1 applications require review and recommendation by the TCHPB which shall be completed by the TCHPB within 30 days of sufficiency. The Planning Director may elevate a Type 2 application to a Type 1 application if review by the TCHPB is deemed necessary to address unique circumstances or special public interest.
 - iii. Final Decision
 - a) Type 1: Final decision on CoA shall be provided within 14 days of TCHPB recommendation.
 - b) Type 2: Final decision on CoA shall be provided within 14 days of sufficiency.
 - iv. Final Inspection and Building Permit

Type 1 and Type 2 applications require a final inspection by the Planning Director of the proposed alterations to ensure consistency with the approved CoA. No building permit to reposition or relocate a Registered Historic Resource shall be issued until a Certificate of Appropriateness has been issued.
- 2. Resubmittal

The applicant may resubmit an amended CoA application or reapply for a CoA that takes into consideration the recommendations of the TCHPB and/or the Planning Director.
- 3. Appeal

If a CoA is denied, the applicant may appeal the denial to the Town Council per Sec. 8.8.3.

D. CoA Findings

In making a final determination on a CoA for either a Type 1 or Type 2 application, the Planning Director, in consultation with the TCHPB as appropriate, shall find that the request:

- 1. Complies with the requirements of Division 5.9;
- 2. Complies with the Historic Preservation Design Guidelines, and Town Design Guidelines, if applicable;
- 3. Complies with all other LDRs; and
- 4. Complies with all prior approvals.

E. Effect of Approval

Issuance of a CoA shall allow the applicant to proceed with the alteration consistent with any conditions of approval from the TCHPB and Planning Director, provided all other required permits are obtained.

F. Expiration

A CoA has no predetermined expiration date but expires when the building permit associated with the approved work expires or, if no building permit is required, when the physical alterations permitted by the CoA and associated building permit are completed, inspected by the Town, and signed off by the Town.

Section 8.5.8 Repositioning and Relocation of Properties on the Jackson Historic Register — Certificate of Appropriateness

A. Purpose

The purpose is to allow owners to obtain a Certificate of Appropriateness (CoA) to reposition a Registered Historic Resource within its site or to relocate a Registered Historic Resource to another site in ways that are compatible with and maintain the historic integrity of the structure consistent with the Historic Preservation Design Guidelines.

B. Applicability

This process applies to any property in the Town that is a Registered Historic Resource that the landowner or other qualified representative desires to reposition within its parcel or to relocate to another site. However, if the Registered Historic Resource is protected by a historic preservation easement then it will not be allowed to be moved to another site unless specifically permitted by the easement. In all other cases, the Registered Historic Resource may not be relocated to another site unless the Planning Director determines that the new site provides a similar or better historic setting for the Registered Historic Resource.

C. General Procedures

Before relocating or repositioning any Registered Historic Resource, the owner(s) shall follow the procedures below.

1. Certificate of Appropriateness (CoA) Required

Any relocation or repositioning of a Registered Historic Resource requires submission of a CoA to the Planning Director as provided below:

a. Submission

- i. Type 1 CoA: Any relocation of a Registered Historic Resource to another site requires review by the TCHPB and is considered a Type 1 CoA application. These applications are usually submitted concurrent with a building permit.
- ii. Type 2 CoA: Any repositioning of a Registered Historic Resource within the same site is considered Type 2 CoA application. These applications are usually submitted concurrent with a building permit.
 - a) ADA accessibility improvements to the rear or side/secondary façade.
 - b) The repair or restoration of character-defining features and architectural elements.
- iii. In-kind repair/replacement work that matches the existing size, style, material, profile, color, finish, etc.

c. Review

i. Sufficiency

- c) Type 1: Determined within 14 days of submittal to Planning

Director.

d) Type 2: Determined within 7 days of submittal to Planning Director.

ii. Recommendation from TCHPB

Only Type 1 applications require review and recommendation by the TCHPB which shall be completed within 30 days of sufficiency. The Planning Director may elevate a Type 2 application to a Type 1 application if review by the TCHPB is deemed necessary to address unique circumstances or special public interest.

iii. Final Decision

c) Type 1: Final decision on CoA shall be provided within 14 days of TCHPB recommendation.

d) Type 2: Final decision on CoA shall be provided within 14 days of sufficiency.

iv. Final Inspection and Building Permit

Type 1 and Type 2 applications require a final inspection by the Planning Director of the proposed relocation or repositioning to ensure consistency with the approved CoA. No building permit to reposition or relocate a Registered Historic Resource shall be issued until a Certificate of Appropriateness has been issued.

2. Resubmittal

The applicant may resubmit an amended CoA application or reapply for a CoA that takes into consideration the recommendations of the TCHPB and/or the Planning Director.

3. Appeal

If a CoA is denied, the applicant may appeal the denial to the Town Council per Sec. 8.8.3.

D. Approval Criteria

To be approved for a CoA, the applicant shall demonstrate compliance with the criteria below.

1. Type 1: Applicants proposing to relocate a Registered Historic Resource to another site shall:

- a. Document the original building location on the current site
- b. Provide plans to safely move the designated historic property, including the protection of building features
- c. Ensure the relocation site provides an appropriate context to the building. Ideally the new site shall convey a character similar to that of the historic site, or the current site if the original site is unknown.
- d. Provide plans to stabilize and rehabilitate the building so that it has a viable use on the new site.

2. Type 2: Applicants proposing to reposition a Registered Historic Resource within the same site shall:

- a. Assure the repositioning means the historic property will be preserved on the site.
- b. Maintain the general character as seen from the street.
- c. Stabilize the building from further deterioration.

E. CoA Findings

In making a final determination on a CoA for either a Type 1 or Type 2 application, the

Planning Director, in consultation with the TCHPB as appropriate, shall find that the request:

1. Complies with the requirements of Division 5.9;
2. Complies with the Historic Preservation Design Guidelines, and Town Design Guidelines, if applicable;
3. Complies with all other LDRs; and
4. Complies with all prior approvals.

F. Effect of Approval

Issuance of a CoA shall allow the applicant to proceed with the relocation or repositioning consistent with any conditions of approval from the TCHPB and Planning Director, provided all other required permits are obtained.

G. Expiration

A CoA has no predetermined expiration date but expires when the building permit associated with the approved work expires or, if no building permit is required, when the physical alterations permitted by the CoA and associated building permit are completed, inspected by the Town, and signed off by the Town.

D. Appeal

If a Certificate of Appropriateness is denied, the applicant may appeal the denial to the Town Council per Sec. 8.8.3. Appeals of a decision of the Council may be filed in circuit court.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2020.

PASSED 2ND READING THE ____ DAY OF _____, 2020.

PASSED AND APPROVED THE ____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1196; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 6.3.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING HOUSING MITIGATION FOR HISTORIC PROPERTIES AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1196; Section 2 of Town of Jackson Ordinance No. 1074 (PART); and Section 6.3.2.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Sec. 6.3.2.C.

C. Exemptions

The following are exempt from the standards of this Division.

1. Housing Department Unit. A residential unit subject to a deed restriction administered by the Housing Department.
2. Other Workforce Housing. A residential unit subject to a deed restriction administered by the Jackson Hole Community Housing Trust or Habitat for Humanity of the Greater Teton Area; or an apartment in the NL-5 zone.
3. Historic Building. Use of a building included on the ~~Teton County Historical Preservation Board (TCHPB) list of historically significant properties, or that is otherwise deemed in writing by the TCHPB to be historically significant~~Jackson Historic Register. In addition, any addition to a Registered Historic Resource that obtains approval of a Certificate of Appropriateness is exempt from affordable workforce mitigation requirements. if a historic building is used in its historic location, floor area elsewhere on the site equal to the amount of historic floor area used on site is also exempt for as long as the historic structure remains on the property.

EXAMPLE: A 2,000 square foot historic cabin used currently as an office but being converted into a restaurant would be exempt from this Division. Furthermore, a 3,000 sf addition that gets a Certificate of Appropriateness is also exempt from the mitigation requirements. If the historic cabin has not been moved in last 50 years and is being used as a restaurant in its historic location, another 2,000 square feet of floor area elsewhere on the site are also exempt from this division. If the historic cabin has been relocated from another location, only the cabin itself is exempt.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.

PASSED 2ND READING THE _____ DAY OF _____, 2020.

PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE Q

AN ORDINANCE AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1165 AND 1196; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND DIVISION 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE DUTIES AND RESPONSIBILITIES OF THE TETON COUNTY HISTORIC PRESERVATION BOARD AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1165 and 1196; Section 2 of Town of Jackson ordinance No. 1074 (PART); and Division 8.10 the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Sec. 8.10.11 Teton County Historic Preservation Board

A. Establishment and Purpose

The Teton County Historic Preservation Board (TCHPB) is a Certified Local Government established by Teton County. As part of these Town LDRs, the TCHPB has been approved to provide its expertise in historic preservation to assist the Town in the implementation of the Town's historic preservation program. The TCHPB consists of members who are qualified by experience and training to advise and provide technical assistance to the Planning Director, Planning and Zoning Commission, Board of Adjustment, and Town Council regarding design review pursuant to Div. 5.8.

A. Powers and Duties

The TCHPB shall have the powers and duties established under the provisions of the LDRs, including:

1. To recommend changes to the Historic Preservation Design Guidelines and other Town Design Guidelines for adoption by the Town Council;
2. To hear, consider, and recommend a decision to the Planning Director, the Planning and Zoning Commission, the Board of Adjustment, and the Town Council on the following applications:
 - a. Certificate of Appropriateness for an alteration to Registered Historic Resource that requires review of the Historic Preservation Design Guidelines;
 - b. Certificate of Appropriateness for a repositioning or relocation of a Registered Historic Resource that requires review of the Historic Preservation Design Guidelines;
 - c. Nomination of a property to the Jackson Historic Register

3. To review demolition permits per Chapter 15.38 Demolition Standards in the Jackson Municipal Code and offer recommendations on the advisability of a stay on the demolition.
4. To make special knowledge and expertise available upon request from the Planning Director or Town Council for matters related to the implementation of the Town's historic preservation program. and authorization of the Town Council to other Town Departments; and
5. To make studies and/or surveys of the historic resources in the Town, make public such information, and to maintain a list of Structures of Merit.

C. Membership

The qualifications, appointment, terms of office, and other requirements for membership to the TCHPB are governed by Teton County and by the adopted bylaws of the TCHPB.

D. Staff

The Planning Department shall be available to provide professional assistance to the TCHPB, at the direction of the Planning Director.

E. Quorum and Voting

The quorum and voting rules and requirements for the TCHPB are governed by Teton County and by the adopted bylaws of the TCHPB. Such rules shall be followed for any public meetings required under these LDRs.

F. Meetings

1. General. Meetings of the TCHPB shall be held at least once monthly or as otherwise necessary to fulfill its duties as required by these LDRs. Meeting shall be set at a consistent time and date.
2. Special Meetings. A special meeting may be called by the Chairperson by giving notice to each member and to the official advertising newspaper of the Town of Jackson. The notice shall specify the time, place and business to be transacted, and no other business shall be conducted.
3. Location. The location of all TCHPB meetings shall be determined by the TCHPB but the location shall be located in the Town of Jackson and published to provide adequate notice to all interested parties and the public. The location shall be accessible to the public.

4. Meetings Open to the Public.

All meetings of the Committee shall be open to the public in a place accessible to the public. Public comment is not required.

C. Agenda

An agenda for any meeting required by these LDRS shall be published at least seven days prior to the meeting.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.

PASSED 2ND READING THE _____ DAY OF _____, 2020.

PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE R

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1198, 1197, 1155, 1136, 1128, 1097; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND DIVISION 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1198, 1197, 1155, 1136, 1128, 1097; Section 2 of Town of Jackson Ordinance No. 1074 (PART); and Division 9.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Div. 9.5. Defined Terms

When used in these LDRs, the following terms shall have the following meanings:

A (7/18/18, Ord. 1196)

Access. Access means a method to provide physical entrance to or exit from a property, street, or highway.

Accessory Residential Unit. See 6.1.11.B.

Accessory Structure. An accessory structure is a separate structure that is secondary and subordinate to another structure on the same property.

Accessory Use. See 6.1.2.B.3. **Adjoining.** See “Contiguous.” **Adjusted Site Area.** See 9.4.4.C.

Adjoining. See “Contiguous.”

Adjusted Site Area. See 9.4.4.C.

Affordable Housing Unit. An affordable housing unit is a unit subject to an Affordable Ownership or Affordable Rental deed restriction as defined in the Housing Department Rules and Regulations.

Affordable Workforce Housing Unit. Affordable workforce housing is workforce housing that costs 30% or less of the occupant household’s gross income. When used in reference to a requirement to provide affordable workforce housing, the standards for the units required to be provided are established by Div. 6.3. See also “Affordable Housing Unit” and “Workforce Housing Unit”, which are specific types of deed-restricted units.

Agriculture. See 6.1.3.B.

Alley. An access way, no more than 30 feet wide, which provides a means of public access to contiguous property that is not intended for general traffic circulation.

Alter or Alteration. Alter or alteration means any change, addition, or modification in construction or occupancy.

Amusement Use. See 6.1.7.B.

Alteration (for the purposes of Division 5.9). Any act or process, except repair and light construction, that changes one or more of the architectural features of a structure or site, including, but not limited to, the erection, construction, reconstruction, relocation of, or addition to a structure.

Antenna. Any apparatus used for the transmission and/or reception of radio frequency energy, including, but not limited to, omni-directional antenna (whip), directional antenna (panel), microcell, and parabolic antenna (dish). Antenna does not include support structures, utility structures, or towers.

Apartment. See 6.1.4.D.

Arterial Road. See, "Road, Arterial."

Assembly. See 6.1.8.B.

Association (for the purposes of Division 5.9). The direct link between an important historic event or person and a historic property.

Attached Single-Family Unit. See 6.1.4.C.

Awning. Awning means a roof-like cover that projects from and is supported by the wall of a building for the purpose of shielding a doorway or window from the elements.

B (7/18/18, Ord. 1196)

Building. Building means any structure having a roof supported by columns or walls; any enclosed structure, including tarpaulin structures, designed or used for the housing or enclosure of persons, animals, chattels, or property of any kind; or any attached appurtenance thereto, but not including an advertising sign board, fence, tepee, tent, or similar type of temporary structure. ~~See also "Historic Building"~~

Bulk. Bulk is a spatial dimension of magnitude and refers to the scale, height, floor area, and footprint of a building.

C (1/4/17, Ord. 1166)

Caliper. The diameter of a tree trunk measured 4.5 feet above the natural grade at the base of the tree.

Canopy Tree. Canopy tree means a deciduous shade or specimen tree, such as aspen, cottonwood, golden willow, or ash.

Canopy. Canopy means the uppermost spreading branchy layer of trees. Canopy also means an ornamental roof-like structure, cantilevered or supported by posts or pillars and having open sides.

Carrier on Wheels or Cell on Wheels (COW). A portable self-contained wireless communications facility that can be moved to a location and set up to provide wireless communications services on a temporary or emergency basis. A COW is normally vehicle-mounted and contains a telescoping boom as the antenna support structure.

Certificate of Appropriateness (CoA). Certificate issued by the Planning Director authorizing any proposed repair, preservation, restoration, reconstruction, rehabilitation, alteration, new construction on a historic property, repositioning on a historic property, relocation to another property, or demolition of a historic property pursuant

to this ordinance.

Changeable Copy Sign (Manual). See "Sign, Changeable Copy."

Christmas Tree Sales. See 6.1.12.B.

Collector Road. See, "Road, Collector."

Commercial Air Tour. A commercial air tour is any flight conducted for compensation or hire in a powered aircraft where the purpose of the flight is sightseeing.

Commercial Wireless Telecommunication Services. Commercial wireless telecommunication services means licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

Commercial. See Sec. 6.1.6.

Common Open Area. Common open area means land within or related to a development which is designed or intended for the common active or passive use and enjoyment of the residents of the development. Common open area shall include: (a) land which is not individually owned and is not dedicated for public use for streets and other similar common facilities, or (b) land which is individually owned, provided it is located outside of an identified building envelope and has been located adjacent to and made a part of other common open area areas, to the maximum extent possible, to form a continuous area of open space. Common open area may include such complimentary structures and improvements as are necessary and appropriate for its intended use, provided that fences shall not be installed so as to divide individual and common open area areas from one another.

Concealment Element. A feature or technique that disguises, camouflages, or hides a Wireless Facility to blend in with its surrounding environment or architecture so that, to the extent possible the presence, purpose or nature of the Wireless Facility is less apparent to a reasonable observer.

Conditional Use. See 6.1.1.C.

Condominium. Condominium means an estate in real property consisting of an undivided interest in common in a portion of a lot of record together with a separate interest in space in a building on such real property.

Conservation Easement. A conservation easement is an agreement between a landowner and a land trust or government that invests in the land trust or government the power to constrain the landowner's rights to use and develop the land in order to achieve identified conservation purposes such as preservation of habitat, scenery, or agriculture. A conservation easement is a permanent interest in real property that runs with the land.

Construction Sign. See, "Sign, Construction."

Contiguous. Contiguous means having a common border with.

Camping Unit. Conventional Camping Units include recreational vehicles, campers, trailers, motorhomes, tents, yurts, tepees, or other shelter that is not certified under the International Residential or Building Code or by HUD. Camping Unit does not include Mobile Homes certified by HUD. Conventional Lodging. See 6.1.5.B.

Compatible (for the purposes of Division 5.9). Consistent or harmonious with location, design, setting, materials, workmanship, feeling, or association or an individual building, structure, object or site, or of surrounding properties.

D (1/4/17, Ord. 1166)

Daycare. See 6.1.8.C.

Daycare, Family Home. See 6.1.11.F.

Daycare, Home Center. See 6.1.11.G.

Dedication. Dedication means the transfer of property interests by the owner to another person. The transfer may be of fee simple interest or of a less than fee simple interest, including an easement. Dedication is not complete unless the party to which the interest is dedicated accepts the dedication.-

Design (for the purposes of Division 5.9). The combination of elements that create the form, plan, space, structure, and style of a property.

Design Guideline (for the purposes of Division 5.9). A criterion with which the Design Review Commission and/or Planning Director will require compliance when it is found applicable to the specific proposal. A guideline is subject to some interpretation when determining compliance.

E (7/18/18, Ord. 1196)

Earth Sheltered Design. Earth sheltered design means a building whose mass is built fully or partly below the land surface, or which sits above natural grade but has been covered with earth so that at least 50% of the perimeter of the building is concealed from view.

Easement. Easement means a less than fee interest in land, which provides a person other than the owner of the land certain rights over that land, or any designated part of that land, for the purposes specified.

Education. See 6.1.8.C.

Eligibility Criteria (for the purposes of Division 5.9). The criteria by which a property is determined to be historic.

F (1/4/17, Ord. 1166)

Facade. A facade is a building's elevation, as viewed in a single plane parallel to a referenced lot line. Facade Width. Facade width is the linear width of the building elevation, measured in a single plane parallel to the referenced lot line.

Fair Market Value. The price that land will bring in a competitive and open market under all conditions of fair sale, the buyer and seller each prudently knowledgeable, and assuming the price is not affected by undue stimulus.

Family. Family means one or more individuals related by blood, marriage, adoption, or guardianship, or not more than 3 individuals not so related, occupying a dwelling unit and living as a single housekeeping unit.

Fall Zone. The area in which a Wireless Facility may be expected to fall in the event of a structural failure, as measured by engineering standards.

Family Home Daycare. See 6.1.11.F.

Farm Stand. See 6.1.12.E.

Fascia. Fascia means a band located at the top edge of a building, but below the actual roofline and above the building wall. Fascia material is typically of a different type than either the actual roof or the building wall.

Fault Line. Fault line means all geologic faults indicated on the Geological Quadrangle Maps covering Teton County, published by the U.S. Geological Survey.

Feeling (for the purposes of Division 5.9). A property's expression of the aesthetic or historic sense of a particular period of time.

H (1/4/17, Ord. 1166)

Habitable Floor Area. Habitable floor area is the floor area that can be used for living purposes, usually having access to heat, plumbing, and electricity. Habitable floor area includes studios, exercise rooms, offices, and similar spaces. It also includes foyers, hallways, restrooms, storage, and other common areas within a building. Habitable floor area does not include barns, garages, or unfinished attic space.

Heavy Industry. See 6.1.9.C.

Heavy Retail/Service. See 6.1.6.F.

Height, Building. See Sec. 9.4.9.

Height, Story. See Sec. 9.4.13.

Heliport. See 6.1.10.E.

~~Historic Building. Historic building means a building which: (a) is listed on or nominated by the State Historical Society for listing on the National Register of Historic Places; (b) is included in a district which is listed on or nominated by the State historical society for listing on the National Register of Historic Places; or (c) is included on a certified Town list of historic property.~~

Historic Property. A property listed on the Jackson Historic Register.

Historic Significance. The meaning or value ascribed to a building, structure, object or site based on criteria for evaluation as identified in Sec. 5.9.4.

Home Business. See 6.1.11.E.

Home Daycare Center. See 6.1.11.G.

Home Occupation. See 6.1.11.D.

I (1/1/15, Ord. 1074)

Impervious surface. Impervious surfaces mean a surface which does not absorb water.

EXAMPLE: Examples of impervious surfaces include, but not are not limited to: buildings (including roofed areas but excluding eaves that over-hang a pervious surface), structures, parking areas, loading areas, driveways, roads, sidewalks, and any areas of concrete, asphalt, or significantly compacted material which prevents water absorption.

Industrial Use. See Sec. 6.1.9.

Industry, Heavy. See 6.1.9.C.

Industry, Light. See 6.1.9.B.

Incidental Use. See 6.1.2.B.2.

Infrastructure. Infrastructure means public facilities necessary to serve development, including, but not limited to roads, potable water supply facilities, sewage disposal facilities, drainage facilities, electric facilities, natural gas facilities, telephone facilities and cable television facilities.

Institutional Use. See Sec. 6.1.8.

Integrity (for the purposes of Division 5.9). The ability of a property to convey its historic significance through its physical features.

Irrigation Ditch. An irrigation ditch is a man-made ditch constructed for the purpose of land irrigation. Irrigation ditches shall not include naturally formed drainageways.

J (/ /20, Ord.)

Jackson Historic Register (JHR). The list of buildings – Registered Historic Resources – found to have significance in the Town of Jackson as maintained by the Planning Department.

L (7/18/18, Ord. 1198)

Land Disturbing Activity. A land disturbing activity is any manmade change to the land surface, including removing vegetative cover, excavating, filling, and grading. The tending of gardens and agricultural activities are not land disturbing activity.

Land. Land means all land or water surfaces, whether public or private, including lots of record, or other ownership categories and all rights – surface, subsurface, or air – that may be attached or detached from the land.

Landscape Surface Area. Landscape surface area is the area of a site that is covered by natural vegetation, trees, or landscaped areas such as turf grass, planted trees and shrubs, mulch, or xeriscape. Any area of a site meeting the definition of site development is not landscape surface area.

Landscape Surface Ratio. See 9.4.6.D.

Landscaping, Required. Required landscaping includes required landscape surface area and required plant units.

Light Industry. See 6.1.9.B.

Loading Area or Space. The portion of a site developed for the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and related landscaped areas.

Local Road. See, “Road, Local.”

Location (for the purposes of Division 5.9). The place where the historic property was constructed or the place where the historic event occurred.

M (1/4/17, Ord. 1166)

Maintenance (for the purposes of Division 5.9). All activities necessary to prolong the useful life and aesthetic appearance of a historic property.

Maintenance (Sign). Sign maintenance means the cleaning, painting, repair, or replacement of defective parts of a

sign in a manner that does not change or alter the basic copy design, or structure of the sign.

Manmade Slope. See “Slope, Manmade”

Materials (for the purposes of Division 5.9). The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

N (1/1/15, Ord. 1074)

National Register of Historic Places (NRHP). The list of significant buildings, structures, sites, objects or districts in American history, architecture, archaeology, engineering, or culture maintained by the U.S. Secretary of the Interior.

Native Species. Native species means vegetation which is indigenous to, and is commonly found in, landscapes in the Town of Jackson and Teton County which have never been disturbed. A list of native species is available at the Planning Department.

O (7/18/18, Ord. 1198)

Office. See 6.1.6.B.

Off-Premise Sign. A sign identifying or advertising a business, person, activity, goods, products or services, which is not located on the premises where the business or commercial activity is conducted.

Off-Site. Located neither on the land that is the subject of the application nor on a contiguous portion of a street or other right-of-way.

On-Site. Located on the land that is the subject of the application.

Open Space (Use). See Sec. 6.1.2.

Owner. The person, corporation, government or other legal entity who owns or who has any legal or equitable interest in property and who is so listed as Owner on the records of the Teton County Assessor’s Office.

Outdoor Recreation. See 6.1.3.C.

Outfitter. See 6.1.7.E.

P (7/18/18, Ord. 1197)

Parcel. Parcel means unplatted property that is described by metes and bounds, or any public land surveys, or aliquot parts, or lot or tract designations not recognized as lawfully platted.

Parking (Use). See 6.1.10.B.

Parking Lot. Parking lot means 4 or more adjacent parking spaces.

Pathway. Pathway means a facility designed for non-motorized travel intended for the use of bicyclists, pedestrians, equestrians, and cross-country skiers.

Pedestrian Access. See Sec. 9.4.16.

Pedestrian Facility. Pedestrian facility means a sidewalk or other walkway intended primarily for the use of

pedestrians.

Performance Bond. Performance bond means a financial guarantee to ensure that all improvements, facilities, or work required by these LDRs will be completed in compliance with these LDRs, and the approved plans and specifications of a development.

Period of Significance (for the purposes of Division 5.9). Span of time during which significant events and activities associated with a property occurred.

Person. Person means an individual or group of individuals, corporation, partnership, association, municipality, or state agency. Personal wireless service facilities.

Personal wireless service facilities means facilities for the provision of personal wireless services. Personal wireless services means commercial wireless telecommunication services, unlicensed wire-less services, and common carrier wireless exchange access services.

Physical Development. Physical development means any of the following activities that alter the natural character of the land and for which a permit may be required pursuant to the LDRs: the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure, fence, wall, or other site development; any grading, clearing, excavation, dredging, filling or other movement of land; any mining, paving, or drilling operations; or the storage, deposition, or excavation of materials. Physical development does not include the use of land that does not involve any of the above listed activities.

Planned Residential Development. See Sec. 7.1.2.

Plat. Plat means the legally recorded drawing depicting the subdivision of land into 2 or more lots.

Primary Use. See 6.1.2.B.4.

Principal Use. See 6.1.2.B.1.

Profane Language on Signs. Any signs that can be viewed by the public that involves the use of profane or vulgar language, words, epithets, or expressions.

Property. A building, structure, site, or object.

R (1/1/15, Ord. 1074)

Ranch Compound. Ranch compound means a cluster of structures built in traditional ranch forms commonly found on ranches in Teton County.

Real Estate Sales Office. See 6.1.12.C.

Rear Lot Line. See, "Lot Line, Rear."

Rear Yard. See, "Yard, Rear."

Recorded. Recorded means formally indexed and abstracted in the official records of the Teton County Clerk. Recorded does not include documents that are merely filed.

Recreational Park Trailers (RPT). An RPT or park model, is a trailer type that is primarily designed to provide temporary living quarters for recreational, camping, travel or seasonal use that meets the following criteria: (1) built on a single chassis; (2) mounted on wheels having a gross trailer area not exceeding 400 square feet in the set-up mode; and (3) certified by the manufacturer as complying with current ANSI A119.5, which specifies standards for operating systems and construction requirements. RPTs do not include Mobile and Manufactured homes or Conventional Camping Units. Gross Trailer Area is the gross square footage of a Recreational Park Trailer measured to the maximum horizontal projections of exterior walls including all siding, corner trims, moldings,

storage areas enclosed by windows, but not the roof overhangs. Unenclosed porches are not included in the gross trailer area.

Registered Historic Resource. A property, structure, feature, or object that is determined to be of historic significance and is designated to the Jackson Historic Register pursuant to the LDRs.

Required Open Space. See, "Open Space, Required."

Relocation or Relocate (for the purposes of Division 5.9). Moving a building, structure, or object to a different site or property, either temporarily or permanently.

S (1/4/17, Ord. 1166)

Scale of Building, Maximum. See 9.4.7.B.

Scale of Use, Maximum. 9.4.7.A.

Sedimentation. Sedimentation means the deposition of soil that has been transported from its site of origin by water, ice, wind, gravity, or other natural means as a result of erosion.

Service. See 6.1.6.D.

Setback. See Sec. 9.4.8.

Setting (for the purposes of Division 5.9). The physical environment of a historic property.

Sexually Explicit Nudity on Signs. Means the depiction of uncovered human genitals, pubic area, buttocks, or the human female breast on a sign that can be viewed by the public.

Shelter, Temporary. See 6.1.12.D.

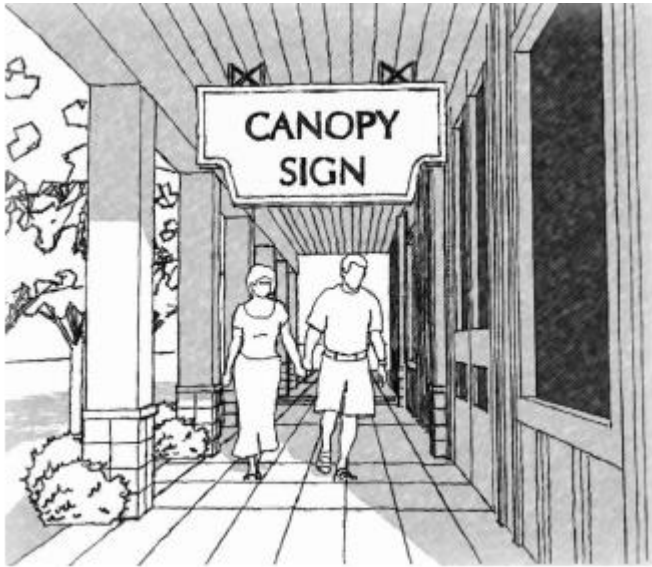
Short-Term Rental Unit. See 6.1.5.C.

Side Lot Line. See, "Lot Line, Side."

Side Yard. See, "Yard, Side."

Sign, Banner. An advertising sign intended to be hung either with or without a frame possessing characters, letters or ornamentations applied to paper, plastic or fabric.

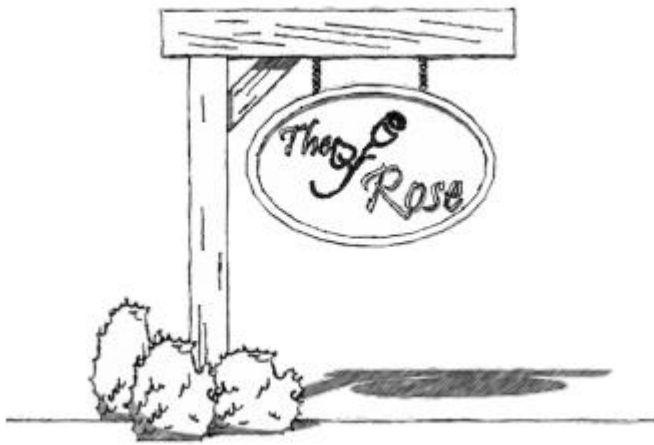
Sign, Canopy or Marquee. A sign attached to or constructed in or on a canopy or marquee (see example below).



Sign, Changeable Copy. A sign on which copy or sign panels can be manually changed, such as boards with changeable letters or changeable pictorial panels.

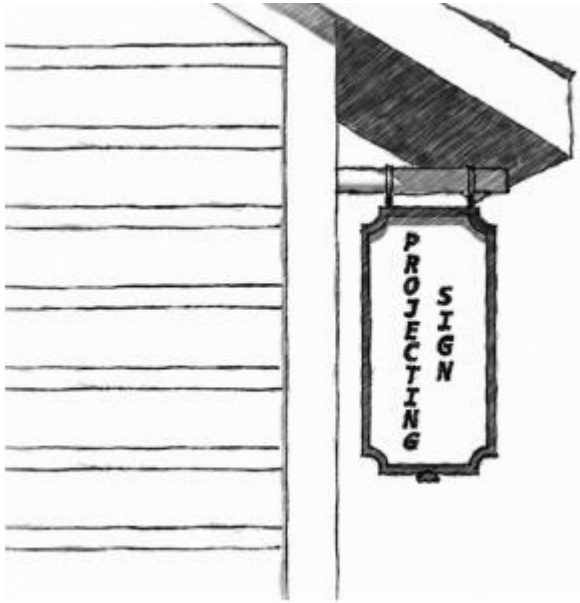
Sign, Flashing. Any sign containing an intermittent or flashing light source, or includes the illusion of intermittent or flashing light by means of animation, or an externally-mounted intermittent light source.

Sign, Freestanding. A sign erected on a freestanding frame, mast or pole, not attached to a building (see examples below). A freestanding sign is considered a structure and shall follow the definition of height.

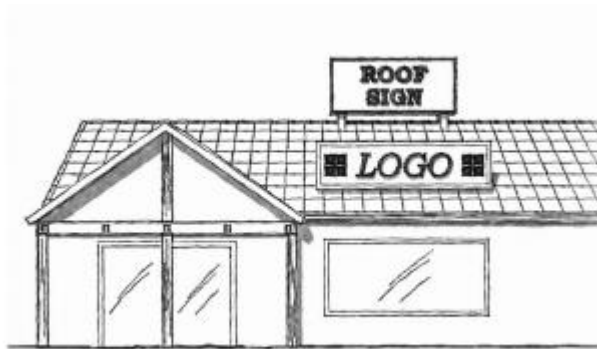


Sign, Neon. Any sign or portion of a building illuminated or outlined by tubes using electrically stimulated neon or other gas.

Sign, Projecting. A sign, other than a wall sign, which is attached to and projects from a structure or building face (see example below).

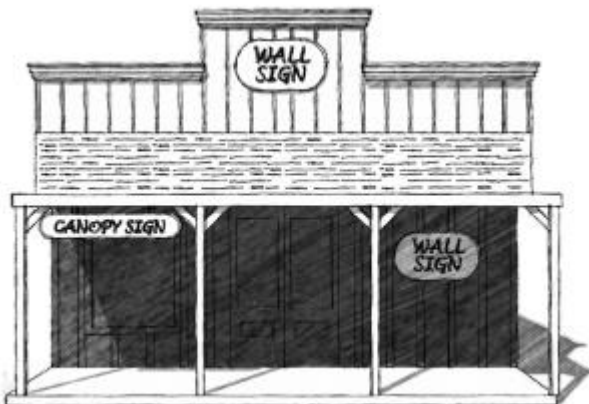


Sign, Roof. Any sign placed or painted above the roof or parapet wall of a structure (see example below).



Sign, Temporary or Portable. Any sign that is not permanently attached to the ground or a building. This shall include, but not be limited to, all devices such as banners, pennants, flags (not intended to include flags of any nation), search-lights, twirling or sandwich board signs, sidewalk or curb signs, balloons, air or gas filled figures, and signs on wheels.

Sign, Wall. Any sign attached to, painted on, or installed upon a wall of a building, with the exposed face parallel to the building wall and/or parapet (see examples below).



Sign. Sign means any object, device, display, structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, religious group, product service, event, or location by any means including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Signs do not include merchandise and pictures or models of products or services incorporated in a window display, works of art which in no way identify a product, or score boards located on athletic fields. See Div. 5.6. for standards applicable to Signs.

Significant (for the purposes of Division 5.9). Having architectural characteristics and historical associations that make the building, structure, feature, or area worthy of preservation.

Site Area, Adjusted. See 9.4.4.C.

Site Area, Base. See 9.4.4.B.

Site Area, Gross. See 9.4.4.A.

Site Area, Minimum. See 9.4.4.D.

Site Development. Site development is the area of the site that is physically developed; it is generally the inverse of landscape surface area. Site development includes the area of the site that is covered by buildings, structures, impervious surfaces, porches, decks, terraces, patios, driveways, walkways, parking areas, and regularly disturbed areas such as corrals, outdoor storage, and stockpiles. Site development does not include cultivation of the soil for agricultural use.

Site. Site means the entire area of the land on which a use or development is existing or proposed. A site may be a portion of a lot of record or may include multiple lots of record.

Skyline. Skyline means the visual line at which the earth or vegetation and the sky appear to meet. It is typically viewed as the top, crest, or peak of a ridge, hillside, or butte.

Slope, Manmade. Manmade slopes refer to finished grades that resulted from permitted and/or allowed development activity commenced prior to November 9, 1994.

Slope, Natural. See, "Grade, Natural."

Slope. Slope means the relationship of the change in the vertical measurement to the change in the horizontal measurement, usually written as a ratio or a percentage.

Small Wastewater Treatment System. See "Wastewater Treatment System, Small."

Special Use. See 6.1.1.D.

State Historic Preservation Officer (SHPO). Means the individual appointed by the Governor to administer the Wyoming Historic Preservation Program.

Stealth Facility. A Wireless Facility that is integrated into an existing structure so that no portion is visible from outside the existing structure; or that is designed so that the purpose and nature of the Wireless Facility is not readily apparent to a reasonable observer.

Stepback. See Sec. 9.4.12.

Stream. See Sec. 5.1.1.

Street Facade. See Sec. 9.4.11.

Street Lot Line. See, "Lot Line, Street."

Street Yard. See, "Yard, Street."

Structure. Structure means any building, bridge, fence, pole, tower, deck, liquid storage tank, gazebo, pier, dam,

culvert, satellite dish, personal wireless telecommunication facilities, or other construction or erection greater than 4 feet in height.

Subdivision Improvement. Subdivision improvement means any improvement, facility, or service, together with customary improvements and appurtenances thereto, necessary to provide for the needs of the subdivision such as: streets, alleys, pedestrian walks or paths, storm sewers, flood control improvements, water supply and distribution facilities, sanitary sewage disposal and treatment, utility and energy services.

Subdivision. Subdivision means any division of a building, plat, or lot of record into 2 or more parts by means of platting in accordance with the procedures and standards of Sec. 8.5.3. or exempt land division in accordance with the procedures and standards of Sec. 8.5.4. Subdivision includes a division of a building, or lot of record for purposes of creating condominiums or townhomes.

Survey (Historic). The process of identifying and gathering data on a community's historic properties. A survey includes field work and may also include background research and more in-depth evaluation of the potential historic properties for designation. Survey work often culminates in an inventory of properties that are found to be significant.

Survey (Professional Historic). Survey work led by a preservation professional, someone who meets the Secretary of the Interior's Professional Qualifications in architectural history or history as outlined by the federal government in 36 CFR 61, Appendix A.

W (7/18/18, Ord. 1196)

Wastewater Treatment System, Community. Community wastewater treatment system means a privately owned and operated system, other than a municipal sewage treatment plant, for the collection and treatment of wastewater generated by the dwelling units and accessory uses in a development.

Wastewater Treatment System, Public. Public wastewater treatment system (or sanitary sewer) means a wastewater disposal system, other than small wastewater treatment system, approved by the State, County, or Town, and maintained by a public or private agency authorized to operate such system.

Wastewater Treatment System, Small. Small wastewater treatment system means a sewage system, disposal system, or treatment works having simple hydrologic and engineering needs which is intended for wastes originating from a single residential unit serving no more than 4 families, or which distributes 2,000 gallons or less of domestic sewage per day.

Water Supply, Public. Public water supply means a water supply being distributed by 20 or more service connections used to furnish water for human consumption either in preparing foods or beverages for inhabitants of residences or for the use of business establishments. A public water supply includes the source, treatment system, distribution system, service connections, finished water storage, and pumping stations.

Window Surface. All glass and glass surfaces within same vertical plane or wall of a structure.

Wireless Communication Facilities. See 6.1.10.D.

Workforce Housing Unit. A workforce housing unit is a unit subject to a Workforce Ownership or Workforce Rental deed restriction as defined in the Housing Department Rules and Regulations. See also "Workforce Housing", which is the broader definition of the concept of workforce housing as it is used in the Jackson/Teton County Comprehensive Plan.

Workforce Housing. Workforce housing is market and deed-restricted housing occupied by people working locally who would otherwise commute from outside the community. See also "Workforce Housing Unit", which is a

specific type of deed-restricted unit.

Workmanship (for the purposes of Division 5.9). The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2020.

PASSED 2ND READING THE ____ DAY OF _____, 2020.

PASSED AND APPROVED THE ____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122, 1136, 1149, 1196, 1159, 1197, 1198, 1209, 1218, 1222, AND 1197; AND SECTIONS 2.3.1, 2.3.2, 2.2.14, 2.2.15, 2.2.16, 2.2.17 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEVELOPMENT REGULATIONS AND STANDARDS FOR PROPERTIES IN THE DOWNTOWN CORE, URBAN COMMERCIAL AND TOWN SQUARE ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1074 (PART), 1122, 1136, 1149, 1196, 1159, 1197, 1198, 1209, 1218, 1222, AND 1197; and sections 2.3.1, 2.3.2, 2.2.10, 2.2.15, 2.2.16, 2.2.17 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

[See Next Page]

Article 2. Complete Neighborhood Zones

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Div. 2.1. All Complete Neighborhood Zones

Complete neighborhood zones are intended to enhance the locations in the community that are most appropriate for use and development into the most desirable places to live, work, and play. There are 2 types of complete neighborhood zones.

2.1.1. Character Zones (xx/xx/xx, Ord. XXXX)

Character zones, established in Div. 2.2., are character-based and established to implement the Comprehensive Plan. The character zones include:

- A. NL-1: Neighborhood Low Density-1
- B. NL-2: Neighborhood Low Density-2
- C. NL-3: Neighborhood Low Density-3
- D. NL-4: Neighborhood Low Density-4
- E. NL-5: Neighborhood Low Density -5
- F. NM-1: Neighborhood Medium Density-1
- G. NM-2: Neighborhood Medium Density-2
- H. NH-1: Neighborhood High Density-1
- I. CR-3: Commercial Residential-3
- J. CR-2: Commercial Residential-2
- K. CR-1: Commercial Residential-1
- L. OR: Office Residential
- M. DC-1: Downtown Core-1
- N. DC-2: Downtown Core-2
- O. TS-1: Town Square-1
- P. TS-2: Town Square-2

2.1.2. Legacy Zones (xx/xx/xx Ord. XXXX)

Legacy zones, established in Div. 2.3., are carried forward from the previous LDRs, and it is the intent that they will be phased out over time as character zones are adopted and applied. The legacy zones include:

- A. ~~Town Square (TS)~~
- B. ~~Urban Commercial (UC)~~
- C. Business Park-Town (BP-ToJ)
- D. Mobile Home Park-Town (MHP-ToJ)

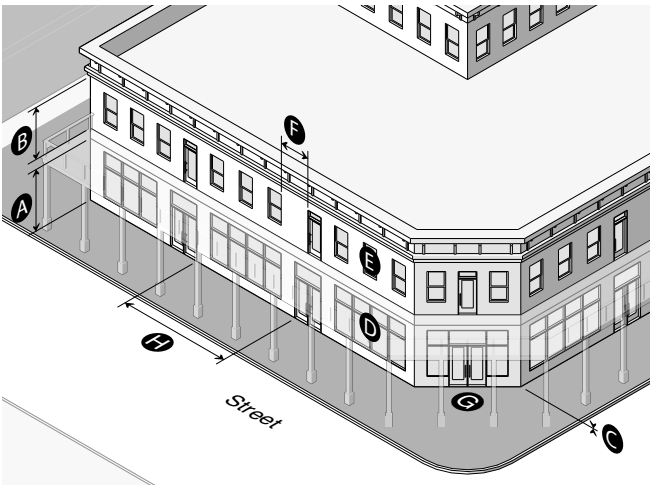
D. Building Frontages

Building frontages set standards for building facades that face streets, and are required along all primary and secondary streets. Building frontages help to ensure that buildings address each street appropriately. They play an important role in shaping the built environment and enhancing the pedestrian experience. Specific rules for each building frontage are listed below. See [Sec. 2.2.10](#) through [Sec. 2.2.17](#), to determine which options are allowed in each zone. The rules of measurement for a building frontage are in [Div. 9.4](#).

Any use allowed in the applicable zoning district is allowed in any building frontage type, provided the use meets all other zoning and building code requirements. The applicant may use multiple building frontages along the same street frontage, provided that each frontage type is allowed in the applicable zoning district.

Institutional and transportation/Infrastructure uses may be allowed to comply with the building frontages on an ‘as practicable’ basis with Planning Director approval.

1. [Town Square](#)



[Description](#)

[In the Town Square Frontage, the main facade of the building is located at or near the public boardwalk, with at-grade entrances spaced at regular intervals. The Town Square Frontage is intended primarily for retail uses, and has glazing \(windows and doors\) at the sidewalk level.](#)

Story Height	Sec. 9.4.13.	
Ground story height (min/max)	11’/14’	A
Upper story height (min)	9’	B
Ground floor elevation (min-max)	0’ - 3’	C
Transparency	Sec. 9.4.14.	
Ground story (min/max)	50%/75%	D
Upper story (min/max)	20%/35%	E
Blank Wall Area	Sec. 9.4.15.	
Blank wall area (max)	15’	F
Pedestrian Access	Sec. 9.4.16.	
Entrance facing street (max)	Required	G
Entrance spacing along street (max)	50’	H

2.2.14. DC-1: Downtown Core-1 (xx/xx/xx, Ord. 1218)

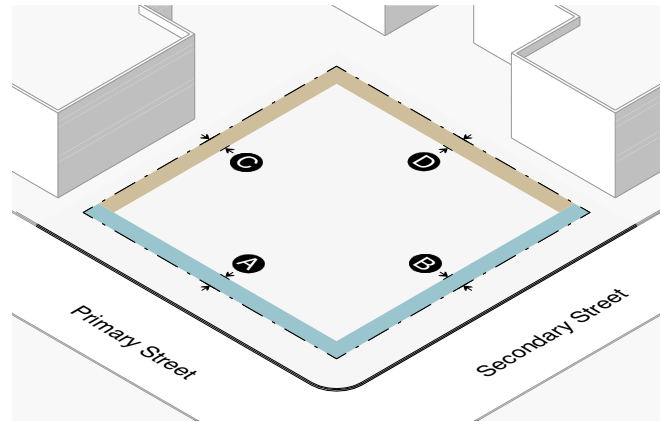
A. Intent

1. General Intent. The intent of the **Downtown Core-1 (DC-1)** zone is to provide for a vibrant mixed-use area with a variety of uses and amenities, consisting of wide sidewalks and retail shopfronts pulled up to the street.
2. Buildings. Buildings can be up to 3 stories in height. Massing, articulation, openings, and step backs are used to reduce bulk and mass. Buildings are located close to the sidewalk, creating an attractive street edge. Large storefront windows invite and encourage pedestrian activity.
3. Parking. Parking is primarily provided off-site on public lots and on-street. Parking provided on-site is underground or screened from view by buildings.
4. Land Use. Active and engaging uses are encouraged on ground floors but not required, with offices, apartments, single-family attached, and lodging primarily located on upper stories.
5. Comprehensive Plan. Based primarily on sub area 2.3 of the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Building Setbacks (Sec. 9.4.8.)	
Primary street setback range (min-max)	0' - 5' A
Secondary street setback range (min-max)	0' - 5' B
Side interior (min)	0' or 5' C
Rear (min)	0' or 5' D
Abutting protected zone (min)	10'
Landscaping (Div. 5.5.)	
Landscape surface ratio (min)	n/a
Plant units (min)	n/a
Fencing	
Height in any street or side yard (max)	4'
Height in rear yard (max)	6'
Setback from pedestrian frontage (min)	1'
Setback from side or rear lot line (min)	0'
Parking Setbacks (Sec. 9.4.8.)	
Primary street, above ground (min)	30'
Secondary street, surface parking (min)	30'
Secondary street, tuck-under, enclosed, or structured parking screened by bldg. (min)	0'
Access	
Curb cut width (max)	24'

2.2.15. DC-2: Downtown Core-2

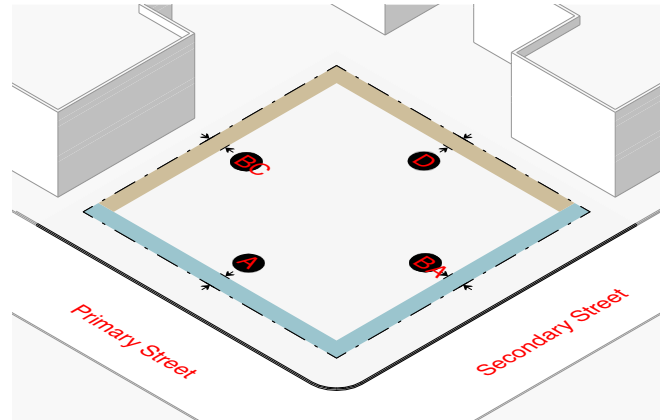
A. Intent

1. General Intent. The intent of the Downtown Core-2 (DC-2) zone is to provide for a vibrant mixed-use area with a variety of uses and amenities, consisting of wide sidewalks and buildings close to the sidewalk.
2. Buildings. Buildings can be up to 3 stories in height. Massing, articulation, openings, and step backs are used to reduce bulk and mass. Buildings are located close to the sidewalk, creating an attractive street edge. Large storefront windows, display windows, and entry features invite and encourage pedestrian activity.
3. Parking. Parking is primarily provided off-site on public lots and on-street. Parking provided on-site is underground or screened from view by buildings.
4. Land Use. Active and engaging uses are encouraged on ground floors but not required, with offices, apartments, single-family attached, and lodging primarily located on upper stories.
5. Comprehensive Plan. Based primarily on sub area 2.3 of the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Building Setbacks

(Sec. 9.4.8.)

Primary street setback range (min-max)	0' - 5'	A
Secondary street setback range (min-max)	0' - 5'	B
Side interior (min)	0' or 5'	C
Rear (min)	0' or 5'	D
Abutting protected zone (min)	10'	

Landscaping

(Div. 5.5.)

Landscape surface ratio (min)	n/a
Plant units (min)	n/a

Fencing

Height in any street or side yard (max)	4'
Height in rear yard (max)	6'
Setback from pedestrian frontage (min)	1'
Setback from side or rear lot line (min)	0'

Parking Setbacks

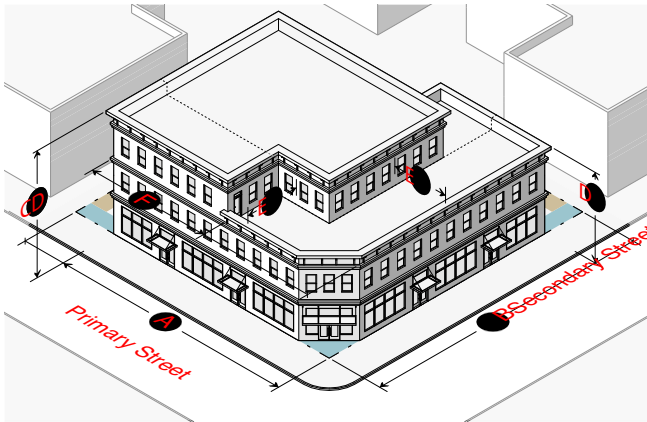
(Sec. 9.4.8.)

Primary street, above ground (min)	30'
Secondary street, surface parking (min)	30'
Secondary street, tuck-under, enclosed, or structured parking screened by bldg.	0'

(min) Access

Curb cut width (max)	24'
----------------------	-----

2. Bulk Standards



Street Facade (Sec. 9.4.11.)

Width of ground and 2nd story in primary street setback range		A
% of lot width (min)	80%	
Length from street corner (min)	30'	
Width of ground and 2nd story in secondary street setback range		B
% of lot width (min)	80%	
Length from street corner (min)	30'	

Building Height (Sec. 9.4.9.)

Height (max) if roof pitch $\geq 5/12$	46'	C
Height (max) if roof pitch $< 5/12$	42'	C
Stories (max)	3	C
Height (min) in any street setback range	16'	D

Building Stepback (Sec. 9.4.12.)

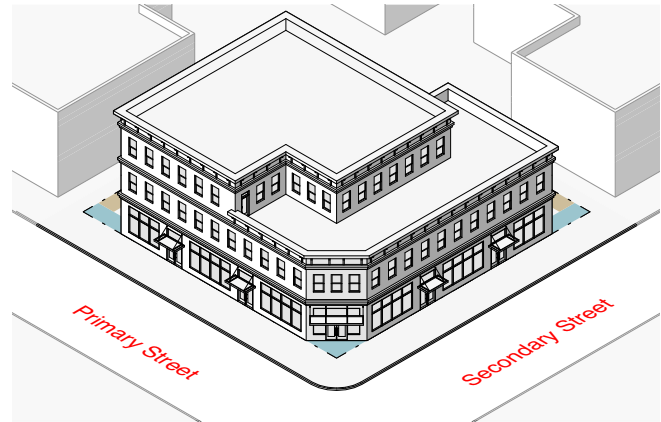
Stepback for any 3rd story street facade or street facade over 30' (min)	20'	E
Encroachment in stepback (max % of overall facade width)	40%	F

A building with only residential use that has at least 4 units is exempt from the stepback requirement

Scale of Development

Floor area ratio (FAR) (max) (E.3.)	1.3	
Deed restricted housing exemption	(Sec. 7.8.3.)	
Workforce housing floor area bonus	(Sec. 7.8.4.)	

3. Form Standards



Design Guidelines (Div. 5.8.)

These requirements apply to all development, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Pedestrian Frontage

Planning Director will establish one of the following as the pedestrian frontage

Covered walkway	see Sec. 2.2.1.C.1
Trees in grates	see Sec. 2.2.1.C.2

Building Frontage Options

Shopfront	see Sec. 2.2.1.D.2
Residential	see Sec. 2.2.1.D.4
Lodging	see Sec. 2.2.1.D.5

Parking Type Options

On-street parking	see Sec. 2.2.1.E.1
Surface parking	see Sec. 2.2.1.E.2
Tuck-Under Parking	see Sec. 2.2.1.E.4
Enclosed parking	see Sec. 2.2.1.E.3
Structured parking	see Sec. 2.2.1.E.5
Underground parking	see Sec. 2.2.1.E.6

4. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek south of Cache Creek Dr.	20'
Flat Creek north of Hansen Ave.	25'
Flat Creek south of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min)	(Sec. 7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO)	(Sec. 5.2.1.)
5. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)
6. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Parcel with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)

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

9. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)	Floodplain Permit
Floor Area							
< 19,500 sf			X	X		Sec. 5.7.1.	Sec. 5.4.4.
19,500 - 39,000 sf		X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 39,000 sf	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 39,000 sf for only residential use	optional	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
Sign					X	Sec. 5.7.1.	Sec. 5.4.4.

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to Sec. 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
Attached Single-Family Unit (6.1.4.B.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	$0.000017 * \text{sf} + (\text{Exp}(-14.17 + 1.59 * \text{Ln}(\text{sf}))) / 2.176$
Apartment (6.1.4.D.)	B				
Dormitory (6.1.4.F.)	C	n/a	n/a	0.251/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	1.65/1,000 sf	0.000493*sf
Retail (6.1.6.C.)	B				
Service (6.1.6.D.)	B	12,500 sf excluding basement storage	n/a	2.25/1,000 sf	0.000431*sf
Restaurant/Bar (6.1.6.E.)	B				
				1/110 sf dining area + 1/60 sf bar area	0.001197*sf
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/60 sf seating area or independent calculation	0.000431*sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	C	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/ Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000246*sf

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

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.5/employee + 0.5/stored vehicle	0.000246*s ²
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	0.5/employee + 0.5/stored vehicle	0.000246*s ²
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	0.5/employee + 0.5 off-street pick-up/ drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.5/1,000 sf outdoor display area + 0.5/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	2.5/1,000 sf display area	exempt

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

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure	Required
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in [Article 7](#), are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option		Lot Size (min)		Standards
Allowed Subdivision Options				
Land Division		5,000 sf		Sec. 7.2.3.
Townhouse Condominium Subdivision		n/a		Sec. 7.2.4.
2. Residential Subdivision Requirements				
Schools and Parks Exaction				
Schools exaction		.020 acres per 1- or 2-family unit .015 acres per multi-family unit		
Parks exaction		9 acres per 1,000 resident		
3. Infrastructure				
Transportation Facilities				(Div. 7.6.)
Access				required
Right-of-way for Minor Local Road (min)				60'
Paved travel way for Minor Local Road (min)				20'
Required Utilities				(Div. 7.7.)
Water				public
Sewer				public
4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Development Option Plan (Sec. 8.5.2.)	Subdivision Plat (Sec. 8.5.3.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				
				X

E. Additional Zone-Specific Standards

1. Provision of Nonresidential, Nonlodging Parking

- a. **Applicability.** The following options for providing required parking shall apply to allowed uses except:
 - i. Residential Uses (Sec. 6.1.4.);
 - ii. Lodging Uses (Sec. 6.1.5.); and
 - iii. Accessory Residential Unit (Sec. 6.1.11.).
- b. **Existing Parking Credits.** For properties with established parking credits per the Town Parking Credit Table (on reference with the Planning Department), the landowner may use such credits toward required parking. Credits are based on the amount of parking provided in 1988, as determined in 2005. Parking credits run with the land and are not transferable.
- c. **On-street Parking.** Required parking may be provided on-street provided the following standards are met.
 - i. An on-street parking space shall have the following length of uninterrupted curb adjoining to the lot of record of the use.

Uninterrupted Curb per On-street Parking Space	
Parking Space Angle	Uninterrupted Curb
Parallel	22'
45°/60°	18'
90°	9'

- ii. On-street parking shall not be provided along a red curb or other no-parking area put in place by the Town or WYDOT.
 - iii. The on-street parking shall follow the established configuration of existing on-street parking.
 - iv. On-street parking spaces shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces shall be permitted.
- d. **Fee-In-Lieu.** Required parking may be provided off-site through the Town's in-lieu fee program pursuant to the following standards.
 - i. **Fee.** The fee shall be a one-time fee commensurate with the cost of providing off-street parking and shall be used exclusively for such purpose. The Town Clerk shall accept fees in accordance with the parking fee schedule set forth by Resolution.
 - ii. **Assignment of Credits.** Parking credits purchased by fee-in-lieu run with the land and are not transferable.
 - iii. **Banking of Fee-in-Lieu Spaces.** Fee-in-lieu spaces may be purchased in advance and "banked" for future use.

2. **Loading Requirement.** Sufficient off-street loading facilities must be provided. The requirements of Sec. 6.2.2.E. are not applicable. The applicant must address how their specific loading needs are being met in the proposed application.
3. **Existing Floor Area Allowed.** Where the existing floor area on a site exceeds the allowed floor area ratio (FAR), the maximum allowed floor area shall be the lawfully existing floor area. The burden of establishing the amount of lawfully existing floor area shall be the responsibility of the landowner.

Div. 2.3. Complete Neighborhood Legacy Zones

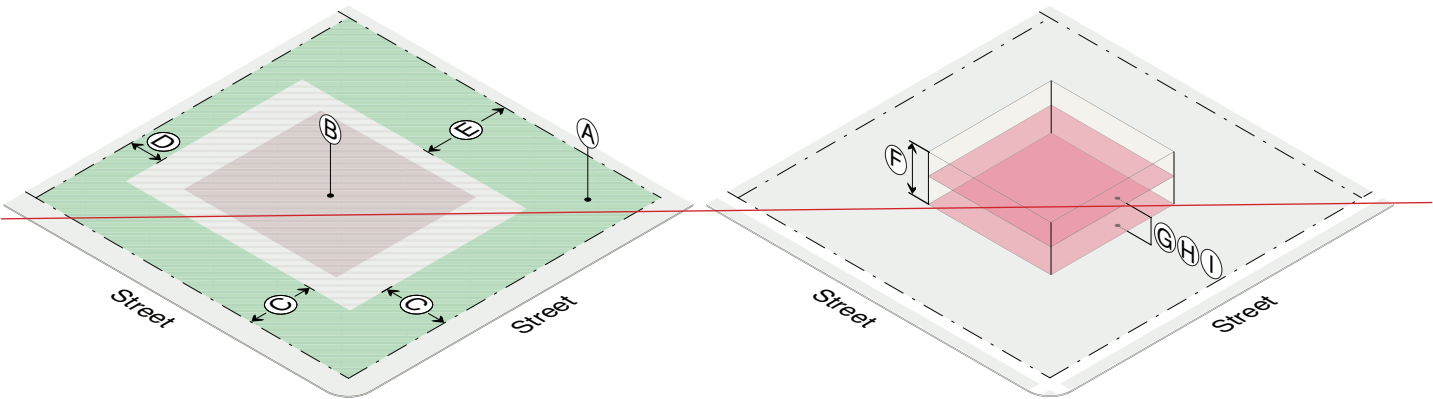
2.3.1. Town Square (TS)

A. Intent

The purpose of the Town Square (TS) Zone is to provide development standards that preserve and enhance the unique character, qualities, and pedestrian-oriented environment of the Jackson Town Square and its immediate vicinity. An essential component of the tourism environment for Teton County and the Town of Jackson is the Town Square and the commercial environment that has developed in the immediate vicinity of the Square. This area is important to both the County and the Town because the character of the area is the cornerstone of tourism-commercial activity in the community.

B. Physical Development

Standards applicable to physical development in the TS zone are provided or referenced below. Where a cross-reference is provided, please see the referenced division or section for additional standards applicable in the TS zone. This Subsection is intended to indicate all of the physical development standards applicable in the TS zone, however, all standards in Article 5. are applicable in the TS zone, unless stated otherwise.



1. Structure Location and Mass									
	A	B	C	D	E	F	G	H	I
	LSR (min)	Lot Coverage (max)	Street Setback (min)- (E-1.)	Side Setback (min)	Rear Setback (min)	Height (max)	Stories (max)	Stories- (LO) (max)	FAR (max)
Allowed use	0	n/a	0'	0'	0'	35'	2	3	1.83
Detached accessory structure	n/a	n/a	30'	5'	5'	28'	2	n/a	n/a
Exceptions									
FAR: A 25% increase in FAR is allowed provided the increased floor area is devoted to on-site permanently affordable housing (deed restricted) and/or employee housing.									
Side/Rear yard residential projections: Fire escapes may extend into a side or rear yard by not more than 4 feet. Patios which are at grade may extend to any portion of a side or rear yard									
Rear yard setback for nonresidential uses: Minimum rear setback of 22 feet on the ground level with the exception of structural elements supporting the upper floor.									
Detached Accessory Structure Separation: 10'									

2. Maximum Scale of Development	
Individual Building (gross floor area) (max)	
Single building	15,000-sf
Single building in LO with CUP	35,000-sf
3. Building Design Requirements	
Nonresidential Design Guidelines (Div. 5.8.)	
Design review required for all nonresidential development, unless exempted by Planning Director	
4. Site Development	
Site Development Setbacks (min)	
Side/rear yard	5'
Front yard	
40%-of lineal frontage	0'
60%-of lineal frontage	structure setback
Curb Cut (max)	40%-of lineal frontage
5. Landscaping (Div. 5.5.)	
Plant Units (min)	
Nonresidential	1-per 1,000-sf of landscape area
Parking Lot (all uses)	1-per 12 parking spaces
6. Fencing	
Height (max)	
In-street yard	4'
In-side-or-rear yard	6'
Setback	
Front lot line/R.O.W./Sidewalk	1'
Side-or-rear lot line	0'
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
7. Environmental Standards	
Natural Resource Setback (min) (Sec. 5.1.1.)	
Cache Creek South of Cache Creek Dr.	20'
Flat Creek North of Hansen Ave.	25'
Flat Creek South of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min) (7.7.4.D.)	
Irrigation Ditch	15'
Natural Resource Overlay (NRO) (Sec. 5.2.1.)	

8. Scenic Standards	
Exterior Lighting (Sec. 5.3.1.)	
Light trespass prohibited:	
All lights over 600 initial lumens shall be fully shielded:	
Lumens per sf of site development (max)	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) (Sec. 5.3.2.)	
9. Natural Hazards to Avoid	
Steep Slopes (Sec. 5.4.1.)	
Development prohibited	Slopes > 25%
Hillside-CUP required	Lot with average cross-slope ≥ 10%
Areas of Unstable Soils (Sec. 5.4.2.)	
Fault Area (Sec. 5.4.3.)	
Floodplains (Sec. 5.4.4.)	
Wildland Urban Interface (Sec. 5.4.5.)	
10. Signs (Div. 5.6.)	
Number of Signs (max)	2-per business per frontage
Home-occupation/business	1-unlighted wall sign
Background Color	No white or yellow
Sign Area	
Total sign area (max)	2.5-sf per ft of street facade width up to 125-sf
Home-occupation/business	2-sf
Penalty	10%-per projecting and freestanding sign

Sign Type Standards	
Canopy sign	
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Freestanding sign	
Height (max)	6'
Setback (min)	5'
Projecting sign	
Height (max)	24' above grade
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	
(Sec. 5.6.1.)	

11. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

12. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRG Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Nonresidential Floor Area						
≤ 5,000 sf			X	X		(Sec. 5.7.1.)
5,001 – 15,000 sf		X	X	X		(Sec. 5.7.1.)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

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

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.) (E.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Lodging					
Conventional Lodging- (6.1.5.B.)	C(LO)	0-sf	n/a	0.75/LU + 1 per 150-sf assembly area	0.204*bedrooms
Short-term Rental Unit- (6.1.5.C.)	C(LO)	0-sf	n/a	1.5/1,000-sf, max 2	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	0-sf	n/a	1.65/1,000-sf	0.000493*sف
Retail (6.1.6.C.)	B	0-sf	n/a	2.25/1,000-sf	0.000431*sف
Service (6.1.6.D.)	B	0-sf	n/a	1.5/1,000-sf	0.000431*sف
Restaurant/Bar (6.1.6.E.)	B	0-sf	n/a	1/110-sف dining area + 1/60-sف bar area	0.001197*sف
Amusement/Recreation					
Amusement (6.1.7.B.)	C	0-sf	n/a	1/60-sف seating area or independent calculation	0.000431*sف
Transportation/Infrastructure					
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	0-sf	n/a	0.5/employee + 0.5/stored vehicle	0.000246*sف
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	0-sf	n/a	1.25/DU	exempt
Home Occupation (6.1.11.D.)	B	0-sf	n/a	n/a	exempt

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

3. Maximum Scale of Use	
Individual Use (floor area) (max)	
Individual retail use excluding basement	12,500-sف habitable
Lodging operation with multiple buildings	90,000-sف habitable
4. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4-DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65-DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

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

1. Allowed Subdivision and Development Options				
Option		Lot Size- (min)	Standards	
Allowed Subdivision Options				
Land Division		5,000-sf	(Sec. 7.2.3.)	
Condominium/Townhouse		n/a	(Sec. 7.2.4.)	
2. Residential Subdivision Requirements				
Schools and Parks Exaction				
Schools-exaction		.020 acres per 1- or 2-family unit .015 acres per multi-family unit		
Parks-exaction		9 acres per 1,000 resident		
3. Infrastructure				
Transportation Facilities				(Div. 7.6.)
Access				required
Right-of-way for Minor Local Road (min)				60'
Paved travel way for Minor Local Road (min)				20'
Required Utilities				(Div. 7.7.)
Water				public
Sewer				public
4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Development- Option Plan (Sec. 8.5.2.)	Subdivision- Plat (Sec. 8.5.3.)
Land Division				
≤ 10 Lots		×		×
> 10 Lots	×	×		×
Condominium/Townhouse				
×				

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the TS zone:

- 1. Pedestrian Facilities.** All new development, redevelopment and infill development in the TS zone and Lodging Overlay zones shall provide a minimum setback of 10 feet from the back of curb to the closest point on the building. Such space shall be clear space unencumbered by doors, windows, bay windows or any other building projections except for required canopies. New development shall provide amenities in this space. Those amenities may

include sidewalks, boardwalks, canopies, benches, bike racks, snow storage, landscaping, bus stops or any other reasonable and appropriate amenity as determined by the Town Council upon recommendation from the Design Review Committee. Minor deviations from this standard may be approved by the Planning Director in the event of mapping errors, irregular surveys, atypical layout of rights of way, or other good cause shown by the applicant.

2. **Provision of Nonresidential, Nonlodging Parking**

- a. **Applicability.** The following options for providing required parking shall apply to allowed uses except:
- i. Residential Uses (Sec. 6.1.4.);
 - ii. Lodging Uses (Sec. 6.1.5.); and
 - iii. Accessory Residential Unit (6.1.11.B.).
- b. **Existing Parking Credits.** For properties with established parking credits per the Town Parking Credit Table (on reference with the Planning Department), the landowner may use such credits toward required parking. Credits are based on the amount of parking provided in 1988, as determined in 2005. Parking credits run with the land and are not transferable.
- c. **On-street Parking.** Required parking may be provided on-street provided the following standards are met:

- i. An on-street parking space shall have the following length of uninterrupted curb adjoining to the lot of record of the use:

Uninterrupted Curb per On-street Parking Space	
Parking Space Angle	Uninterrupted Curb
Parallel	22'
45°/60°	18'
90°	9'

- ii. On-street parking shall not be provided along a red curb or other no-parking area put in place by the Town or WYDOT.
 - iii. The on-street parking shall follow the established configuration of existing on-street parking.
 - iv. On-street parking spaces shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces shall be permitted.
- d. **Fee-In-Lieu.** Required parking may be provided off-site through the Town's in-lieu fee program pursuant to the following standards:
- i. **Fee.** The fee shall be a one-time fee commensurate with the cost of providing off-street parking and shall be used exclusively for such purpose. The Town Clerk shall accept fees in accordance with the parking fee schedule set forth by Resolution.

- ii. ~~Assignment of Credits.~~ Parking credits purchased by fee-in-lieu run with the land and are not transferable.
 - iii. ~~Banking of Fee-in-Lieu Spaces.~~ Fee-in-lieu spaces may be purchased in advance and “banked” for future use.
- 3. ~~Loading Requirement.~~ Sufficient off-street loading facilities must be provided. The requirements of Sec. 6.2.2.E. are not applicable. The applicant must address how their specific loading needs are being met in the proposed application.

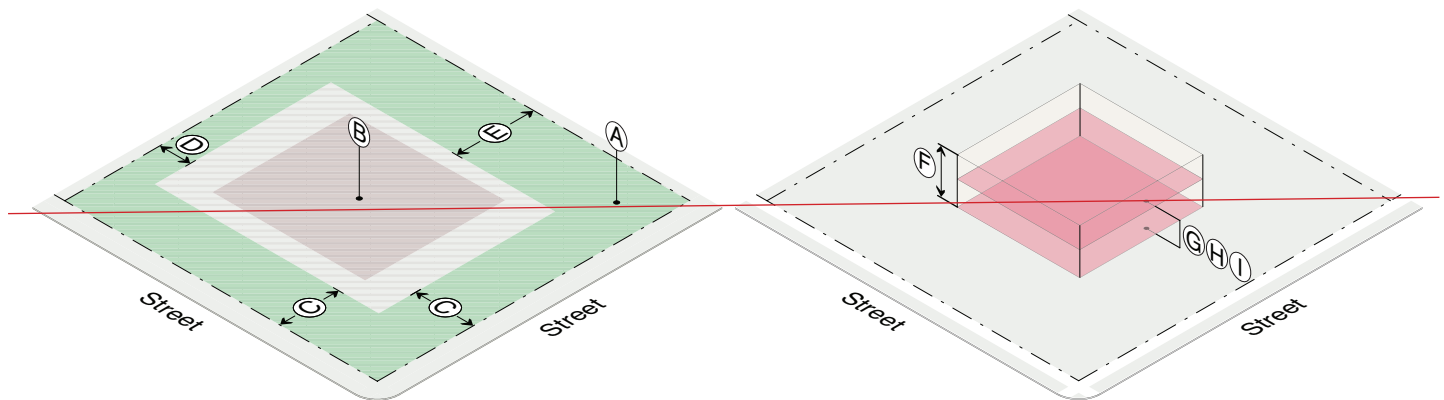
2.3.2. Urban Commercial (UC)

A. Intent

The purpose of the Urban Commercial (UC) Zone is to provide for relatively intense mixed-use development of lodging, restaurants, financial, retail, and visitor-oriented services, and the full range of residential uses. The UC Zone is intended to be applied to central, pedestrian-oriented commercial areas and dense residential areas associated with these commercial areas.

B. Physical Development

Standards applicable to physical development in the UC zone are provided or referenced below. Where a cross-reference is provided, please see the referenced division or section for additional standards applicable in the UC zone. This Subsection is intended to indicate all of the physical development standards applicable in the UC, however, all standards in Article 5. are applicable in the UC zone, unless stated otherwise.



1. Structure Location and Mass

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	LSR (min) (E.1.)	Lot Coverage (max)	Street Setback (min) (E.4.)	Side Setback (min)	Rear Setback (min)	Height (max)	Stories (max)	Stories (LO) (max)	FAR (max)
Detached single-family unit	.30	.40	12'	5'	20'	28'	2	3	.45
Other principal use	.10	n/a	0'	0'	0'	35'	2	3	1.3
Accessory use	See standards for primary use with which associated								
Detached accessory structure	n/a	n/a	30'	5'	5'	28'	2	n/a	n/a

Exceptions

FAR. A 25% increase in FAR is allowed, provided the increased floor area is devoted to on-site permanently affordable housing (deed restricted) and/or employee housing.

Side/Rear Yard Residential Projections. Fire escapes may extend into a side or rear yard by not more than 4 feet. Patios which are at grade may extend to any portion of a side or rear yard.

Rear yard for nonresidential uses. Minimum rear setback of 22 feet on the ground level with the exception of structural elements supporting the upper floor.

Detached Accessory Structure Separation. 10'

2. Maximum Scale of Development	
Individual Building (gross floor area) (max)	
Single building	15,000-sf
Single building in LO with CUP	35,000-sf
3. Building Design Requirements	
Nonresidential Design Guidelines (Div. 5.8.)	
Design review required for all nonresidential development, unless exempted by Planning Director	
4. Site Development	
Site Development Setbacks (min)	
Side/rear yard if next to residential	5'
Front yard	
40%-of lineal frontage	0'
60%-of lineal frontage	structure setback
Curb Cut (max)	40%-of lineal frontage
5. Landscaping (Div. 5.5.)	
Plant Units (min)	
Residential	1-per du
Nonresidential	1-per 1,000-sf of landscape area
Parking Lot (all uses)	1-per 12 parking spaces
6. Fencing	
Height (max)	
In-street yard	4'
In-side-or-rear yard	6'
Setback	
Front lot line/R.O.W./Sidewalk	1'
Side-or-rear lot line	0'
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
7. Environmental Standards	
Natural Resource Setback (min) (Sec. 5.1.1.)	
Cache Creek South of Cache Creek Dr.	20'
Flat Creek North of Hansen Ave.	25'
Flat Creek South of Hansen Ave.	50'
Wetland	30'

Irrigation Ditch Setback (min)	(7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO)	(Sec. 5.2.1.)
8. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass prohibited:	
All lights over 600 initial lumens shall be fully shielded:	
Lumens per sf of site development (max)	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)
9. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Lot with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)
10. Signs (Div. 5.6.)	
Number of Signs (max)	3-per business per frontage
Home occupation/business	1-unlighted wall sign
Background Color	No white or yellow
Sign Area	
Total sign area (max)	3-sf per ft of street facade width up to 150-sf
Home occupation/business	2-sf
Penalty	10% per projecting and freestanding sign

Sign Type Standards	
Canopy sign	
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Freestanding sign	
Height (max)	6'
Setback (min)	5'
Projecting sign	
Height (max)	24' above grade
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	
(Sec. 5.6.1.)	

11. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

12. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRG Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Dwelling Unit						
< 5 units			X			(Sec. 5.7.1.)
5 – 10 units		X	X			(Sec. 5.7.1.)
> 10 units	X	X	X			(Sec. 5.7.1.)
Nonresidential Floor Area						
≤ 5,000 sf			X	X		(Sec. 5.7.1.)
5,001 – 15,000 sf		X	X	X		(Sec. 5.7.1.)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

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

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.) (E.5.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
Detached Single-Family Unit (6.1.4.B.)	Y	0-sf	n/a	1.5/1,000-sf, max 2	$0.000017 * sf + (Exp(-15.49 + 1.59 * Ln(sf))) / 2.176$
Attached Single-Family Unit (6.1.4.C.) (E.2.)	B	0-sf	n/a	1.5/1,000-sf, max 2	$0.000017 * sf + (Exp(-14.17 + 1.59 * Ln(sf))) / 2.176$
Apartment (6.1.4.D.) (E.2.)	B	0-sf	n/a	1.5/1,000-sf, max 2	$0.000017 * sf + (Exp(-14.17 + 1.59 * Ln(sf))) / 2.176$
Dormitory (6.1.4.F.)	G	0-sf	35-rooms-per-acre	1/bed	exempt
Group Home (6.1.4.G.)	G	0-sf	35-rooms-per-acre	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B(LO)	0-sf	n/a	0.75/LU + 1 per 150-sf assembly area	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	B(LO)	0-sf	n/a	1.5/1,000-sf, max 2	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	0-sf	n/a	1.65/1,000-sf	0.000493*sf
Retail (6.1.6.C.)	B	0-sf	n/a	2.25/1,000-sf	0.000431*sf
Service (6.1.6.D.)	B	0-sf	n/a	1.5/1,000-sf	0.000431*sf
Restaurant/Bar (6.1.6.E.)	B	0-sf	n/a	1/110-sf dining area + 1/60-sf bar area	0.001197*sf
Amusement/Recreation					
Amusement (6.1.7.B.)	G	0-sf	n/a	1/60-sf seating area or independent calculation	0.000431*sf
Developed Recreation (6.1.7.D.)	B	0-sf	n/a	2.25/1,000-s	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	G	0-sf	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	G	0-sf	n/a	independent calculation	independent calculation

Y = Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.1.), G=Conditional Use Permit (Sec. 8.4.2.), (LO)=Lodging Overlay Only

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.) (E.5.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Day Care/Education (6.1.8.C.)	B	0-sf	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	0-sf	n/a	0.5/employee + 0.5/stored vehicle	0.000246*sف
Wireless Communications Facilities (6.1.10.D.)				0.5/employee + 0.5/stored vehicle	0.000246*sف
Minor	B	0-sf	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	0-sf	n/a	1.25/DU	exempt
Bed and Breakfast (6.1.11.C.)	B(LO)	0-sf	n/a	0.75/LU	exempt
Home Occupation (6.1.11.D.)	B	0-sf	n/a	n/a	exempt
Home Business (6.1.11.E.)	B	0-sf	n/a	0.5 per employee	exempt
Family Home Daycare (6.1.11.F.)	B	0-sf	n/a	0.5/employee + 0.5 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	B	0-sf	n/a	0.5/employee + 1 off-street pick-up/drop-off	exempt
Drive-in Facility (6.1.11.H.)	B	0-sf	n/a	n/a	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	0-sf	n/a	0.5/1,000-sف outdoor display area + 0.5/employee	exempt
Temporary Shelter (6.1.12.D.)	Y		1-unit-per lot	1.5/1,000-sف, max 2	exempt
Farm Stand (6.1.12.E.)	B	0-sf	n/a	2.5/1,000-sف display area	exempt
Temporary Gravel Extraction & Processing (6.1.12.F.)	B	0-sf	n/a	0.5/employee	exempt

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

3. Maximum Scale of Use	
Individual Use (floor area) (max)	
Single-family unit (detached, attached, or apartment)	
Habitable floor area excluding basement	8,000-sف
Gross floor area excluding basement	10,000-sف
Individual retail use excluding basement	12,500-sف habitable
Lodging operation with multiple buildings	90,000-sف habitable

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

D. Development Options and Subdivision

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

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	5,000 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-family unit .015 acres per multi-family unit	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60'
Paved travel way for Minor Local Road (min)		20'
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

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

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the UC zone:

1. **LSR Surfaces.** The Town Council may substitute on-site hardscape improvements to satisfy the LSR requirement in the UC zone if the application for development can incorporate one or more of the following design elements: pervious or decorative pavers, sidewalks, boardwalks or similar amenity.
2. **Attached Single-Family and Apartment Units.** Attached single-family and apartment units shall be located on the second or third floor.
3. **Open Storage**
 - a. The open storage of vehicles and equipment is prohibited.
 - b. No use shall be permitted to include any freestanding storage units of any kind, including but not limited to trailers, sheds, "Bully Barns," tarpaulin structures, or any other contrivance not made a permanent part of the principal structure as that term is defined in these LDRs.
4. **Pedestrian Facilities.** All new development, redevelopment and infill development in the Lodging Overlay and UC zone shall provide a minimum setback of 10 feet from the back of curb to the closest point on the building. Such space shall be clear space unencumbered by doors, windows, bay windows or any other building projections except for required canopies. New development shall provide amenities in this space. Those amenities may include sidewalks, boardwalks, canopies, benches, bike racks, snow storage, landscaping, bus stops or any other reasonable and appropriate amenity as determined by the Town Council upon recommendation from the Design Review Committee. Minor deviations from this standard may be approved by the Planning Director in the event of mapping errors, irregular surveys, atypical layout of rights of way, or other good cause shown by the applicant.
5. **Provision of Nonresidential, Nonlodging Parking**
 - a. **Applicability.** The following options for providing required parking shall apply to allowed uses except:
 - i. Residential Uses (Sec. 6.1.4.);

- ii. ~~Lodging Uses (Sec. 6.1.5.); and~~
- iii. ~~Accessory Residential Unit (6.1.11.B.);~~

- b. ~~**Existing Parking Credits.** For properties with established parking credits per the Town Parking Credit Table (on reference with the Planning Department), the landowner may use such credits toward required parking. Credits are based on the amount of parking provided in 1988, as determined in 2005. Parking credits run with the land and are not transferable.~~
- c. ~~**On-street Parking.** Required parking may be provided on-street provided the following standards are met:~~

- i. ~~An on-street parking space shall have the following length of uninterrupted curb adjoining to the lot of record of the use:~~

Uninterrupted Curb per On-street Parking Space	
Parking Space Angle	Uninterrupted Curb
Parallel	22'
45°/60°	18'
90°	9'

- ii. ~~On-street parking shall not be provided along a red curb or other no-parking area put in place by the Town or WYDOT.~~
 - iii. ~~The on-street parking shall follow the established configuration of existing on-street parking.~~
 - iv. ~~On-street parking spaces shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces shall be permitted.~~
 - d. ~~**Fee-In-Lieu.** Required parking may be provided off-site through the Town's in-lieu fee program pursuant to the following standards:~~
 - i. ~~**Fee.** The fee shall be a one-time fee commensurate with the cost of providing off-street parking and shall be used exclusively for such purpose. The Town Clerk shall accept fees in accordance with the parking fee schedule set forth by Resolution.~~
 - ii. ~~**Assignment of Credits.** Parking credits purchased by fee-in-lieu run with the land and are not transferable.~~
 - iii. ~~**Banking of Fee-in-Lieu Spaces.** Fee-in-lieu spaces may be purchased in advance and "banked" for future use.~~
6. ~~**Loading Requirement.** Sufficient off-street loading facilities must be provided. The requirements of Sec. 6.2.2.E. are not applicable. The applicant must address how their specific loading needs are being met in the proposed application.~~

2.2.16. TS-1: Town Square-1

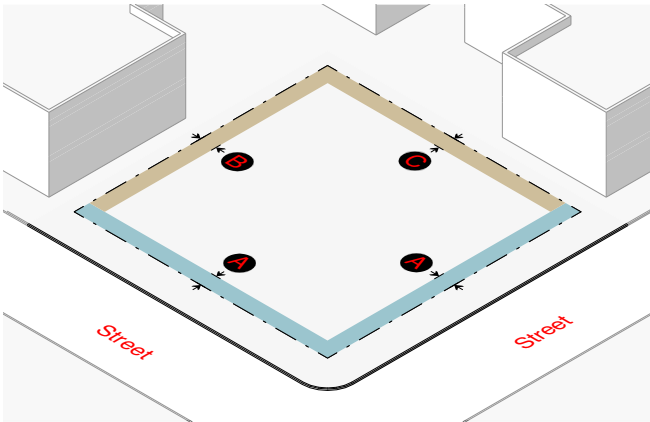
A. Intent

- 1. General Intent. The intent of the Town Square 1 (TC-1) zone is to preserve the western character of the Jackson Town Square and promote a pedestrian-oriented environment to support a vital downtown retail and visitor experience.
- 2. Buildings. New buildings can be up to 2 stories in height. Designated historic buildings may be allowed a partial 3rd story. Buildings are located close to the sidewalk and incorporate a covered boardwalk, creating an attractive street edge.
- 3. Parking. Parking is provided off-site on public lots and on-street. Little or no parking is provided on-site.
- 4. Land Use. Active and engaging uses are encouraged on ground floors, with a variety of commercial uses located on upper stories. Residential, as a principal use, is not allowed.
- 5. Comprehensive Plan. Based primarily on sub area 1.1 and 1.2 of the Comprehensive Plan.

B. Physical Development

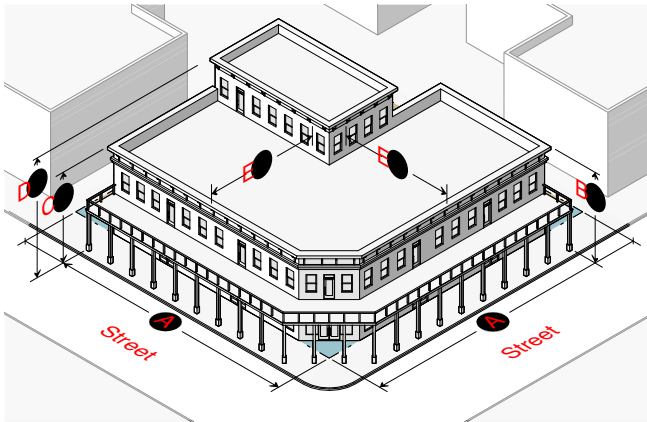
Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in [Article 5.](#) apply unless stated otherwise.

1. Lot Standards



Building Setbacks		(Sec. 9.4.8.)
Street setback range (min-max)	0' - 5'	A
Side interior (min)	0' or 5'	B
Rear (min)	0' or 5'	C
Abutting protected zone (min)	n/a	
Landscaping		(Div. 5.5.)
Landscape surface ratio (min)	n/a	
Plant units (min)	n/a	
Fencing		
Height in any street or side yard (max)	Not allowed	
Height in rear yard (max)	6'	
Setback from pedestrian frontage (min)	Not allowed	
Setback from side or rear lot line (min)	0'	
Parking Setbacks		(Sec. 9.4.8.)
Street, surface parking (min)	30'	
Access		
Curb cut width (max)	Not allowed	

2. Bulk Standards



Street Facade (Sec. 9.4.11.)

Width of ground story in street setback range **A**

% of lot width (min) 90%

Building Height (Sec. 9.4.9.)

Height (max) 35' **B**

Stories (max) 2 **B**

Height (min) in street setback range 16' **C**

Partial 3rd Story (Preservation Bonus) (Div. 5.9)

Height (max) 40' **D**

Stories (max) 3 (partial) **D**

Stepback for 3rd story street facade (min) **E**
Greater of 40' or 50% of building depth

Encroachment in stepback (max % of overall facade width) 0%

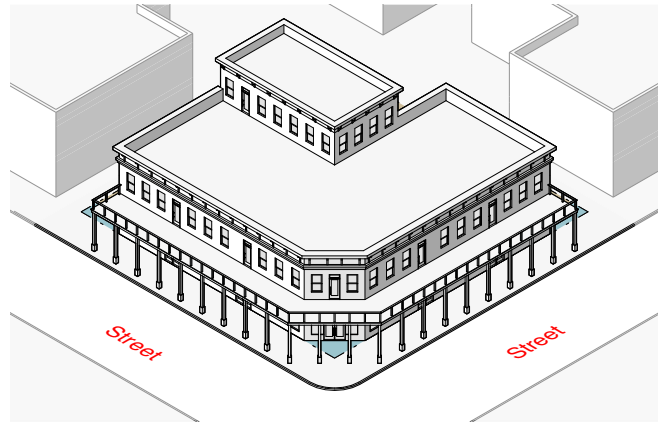
Scale of Development

Floor area ratio (FAR) (max) (E.3.) 1.83

Deed restricted housing exemption (Sec. 7.8.3.)

Single building size (max) 15,000 SF

3. Form Standards



Design Guidelines (Div. 5.8.)

These requirements apply to all development, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Pedestrian Frontage

Covered walkway see Sec. 2.2.1.C.1

Building Frontage Options

Town Square see Sec. 2.2.1.D.1

Parking Type Options

On-street parking see Sec. 2.2.1.E.1

Surface parking see Sec. 2.2.1.E.2

Tuck-Under Parking see Sec. 2.2.1.E.4

Enclosed parking see Sec. 2.2.1.E.3

Structured parking see Sec. 2.2.1.E.5

Underground parking see Sec. 2.2.1.E.6

4. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek south of Cache Creek Dr.	20'
Flat Creek north of Hansen Ave.	25'
Flat Creek south of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min)	(Sec. 7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO)	(Sec. 5.2.1.)
5. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)
6. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Parcel with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)

7. Signs (nonresidential)		(Div. 5.6.)
Number of signs (max)	2 per business per frontage	
Background color	No white or yellow	
Sign Area		
Total sign area (max)	2.5 sf per ft of street facade width up to 125 sf	
Penalty	10% per projecting and freestanding sign	
Sign Type Standards		
Canopy sign		
Clearance (min)	7'6" from average grade	
Setback (min)	18" from back of curb	
Freestanding sign		
Height (max)	6'	
Setback (min)	5'	
Projecting sign		
Height (max)	24' above grade	
Clearance (min)	7'6" from average grade	
Setback (min)	18" from back of curb	
Window sign		
Window surface coverage (max)	25% up to 16 sf	
Temporary signs	(Sec. 5.6.1.)	
8. Grading, Erosion Control, Stormwater		
Grading	(Sec. 5.7.2.)	
Erosion Control	(Sec. 5.7.3.)	
Erosion shall be controlled at all times		
Stormwater Management		(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines		

9. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)	Floodplain Permit
Nonresidential Floor Area							
≤ 10,000 sf			X	X		Sec. 5.7.1.	Sec. 5.4.4.
10,001 - 20,000 sf		X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 20,000 sf	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
Sign					X	Sec. 5.7.1.	Sec. 5.4.4.

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to Sec. 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Lodging					
Conventional Lodging (6.1.5.B.)	G(LO)	n/a	n/a	0.75/LU + 1 per 150-sf assembly area	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	G(LO)	n/a	n/a	1.5/1,000-sf, max 2	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	1.65/1,000 sf	0.000493*sف
Retail (6.1.6.C.)	B	12,500 sf	n/a	2.25/1,000 sf	0.000431*sف
Service (6.1.6.D.)	B	excluding basement storage	n/a	1.5/1,000 sf	0.000431*sف
Restaurant/Bar (6.1.6.E.)	B		n/a	1/110 sf dining area + 1/60 sf bar area	0.001197*sف
Amusement/Recreation					
Amusement (6.1.7.B.)	C	n/a	n/a	1/60 sf seating area or independent calculation	0.000431*sف
Transportation/Infrastructure					
Wireless Communications Facilities (6.1.10.D.)				0.5/employee + 0.5/stored vehicle	0.000246*sف
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1.25/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt

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

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in [Article 7](#), are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)		Standards	
Allowed Subdivision Options				
Land Division	5,000 sf		Sec. 7.2.3.	
Townhouse Condominium Subdivision	n/a		Sec. 7.2.4.	
2. Residential Subdivision Requirements				
Schools and Parks Exaction				
Schools exaction	.020 acres per 1- or 2-family unit .015 acres per multi-family unit			
Parks exaction	9 acres per 1,000 resident			
3. Infrastructure				
Transportation Facilities			(Div. 7.6.)	
Access			required	
Right-of-way for Minor Local Road (min)			60'	
Paved travel way for Minor Local Road (min)			20'	
Required Utilities			(Div. 7.7.)	
Water			public	
Sewer			public	
4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Development Option Plan (Sec. 8.5.2.)	Subdivision Plat (Sec. 8.5.3.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				
				X

E. Additional Zone-Specific Standards

1. Provision of Nonresidential, Nonlodging Parking

- a. **Applicability.** The following options for providing required parking shall apply to allowed uses except:
 - i. Accessory Residential Unit (Sec. 6.1.11.).
- b. **Existing Parking Credits.** For properties with established parking credits per the Town Parking Credit Table (on reference with the Planning Department), the landowner may use such credits toward required parking. Credits are based on the amount of parking provided in 1988, as determined in 2005. Parking credits run with the land and are not transferable.
- c. **On-street Parking.** Required parking may be provided on-street provided the following standards are met.
 - i. An on-street parking space shall have the following length of uninterrupted curb adjoining to the lot of record of the use.

Uninterrupted Curb per On-street Parking Space	
Parking Space Angle	Uninterrupted Curb
Parallel	22'
45°/60°	18'
90°	9'

- ii. On-street parking shall not be provided along a red curb or other no-parking area put in place by the Town or WYDOT.
 - iii. The on-street parking shall follow the established configuration of existing on-street parking.
 - iv. On-street parking spaces shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces shall be permitted.
- d. **Fee-In-Lieu.** Required parking may be provided off-site through the Town's in-lieu fee program pursuant to the following standards.
 - i. **Fee.** The fee shall be a one-time fee commensurate with the cost of providing off-street parking and shall be used exclusively for such purpose. The Town Clerk shall accept fees in accordance with the parking fee schedule set forth by Resolution.
 - ii. **Assignment of Credits.** Parking credits purchased by fee-in-lieu run with the land and are not transferable.
 - iii. **Banking of Fee-in-Lieu Spaces.** Fee-in-lieu spaces may be purchased in advance and "banked" for future use.

2. **Loading Requirement.** Sufficient off-street loading facilities must be provided. The requirements of Sec. 6.2.2.E. are not applicable. The applicant must address how their specific loading needs are being met in the proposed application.
3. **Existing Floor Area Allowed.** Where the existing floor area on a site exceeds the allowed floor area ratio (FAR), the maximum allowed floor area shall be the lawfully existing floor area. The burden of establishing the amount of lawfully existing floor area shall be the responsibility of the landowner.

2.2.17. TS-2: Town Square-2

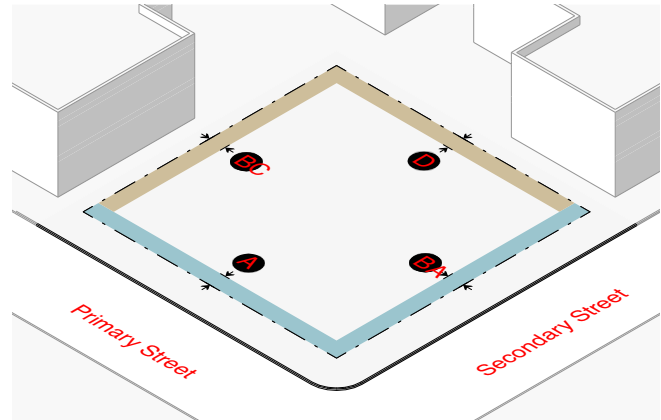
A. Intent

1. General Intent. The intent of the Town Square 2 (TC-2) zone is to provide for a vibrant mixed-use area with a variety of uses and amenities, consisting of wide sidewalks and buildings close to the sidewalk.
2. Buildings. Buildings can be up to 3 stories in height. Massing, articulation, openings, and step backs are used to reduce bulk and mass. Buildings are located close to the sidewalk, creating an attractive street edge. Large storefront windows, display windows, and entry features invite and encourage pedestrian activity.
3. Parking. Parking is primarily provided off-site on public lots and on-street. Parking provided on-site is underground or screened from view by buildings.
4. Land Use. Active and engaging uses are encouraged on ground floors but not required, with offices and lodging primarily located on upper stories. Residential, as a principal use, is not allowed.
5. Comprehensive Plan. Based primarily on sub area 1.1 and 1.2 of the Comprehensive Plan.

B. Physical Development

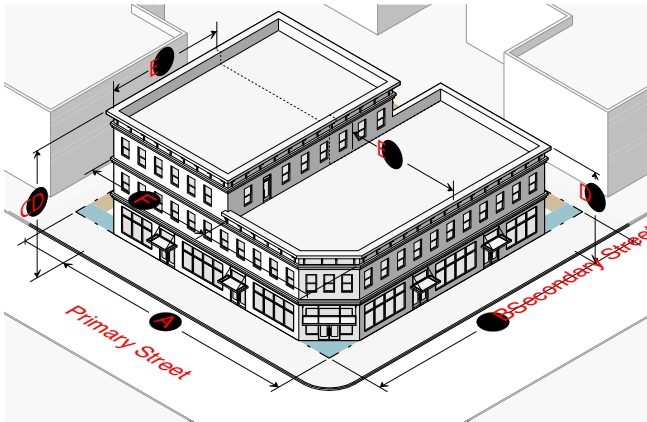
Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in [Article 5.](#) apply unless stated otherwise.

1. Lot Standards



Building Setbacks (Sec. 9.4.8.)	
Primary street setback range (min-max)	0' - 5' A
Secondary street setback range (min-max)	0' - 5' B
Side interior (min)	0' or 5' C
Rear (min)	0' or 5' D
<u>Abutting protected zone (min)</u>	10'
Landscaping (Div. 5.5.)	
Landscape surface ratio (min)	n/a
Plant units (min)	n/a
Fencing	
Height in any street or side yard (max)	Not allowed
Height in rear yard (max)	6'
Setback from pedestrian frontage (min)	Not allowed
Setback from side or rear lot line (min)	0'
Parking Setbacks (Sec. 9.4.8.)	
Primary street, above ground (min)	30'
Secondary street, surface parking (min)	30'
Secondary street, tuck-under, enclosed, or structured parking screened by bldg.	0'
(min) Access	
<u>Curb cut width (max)</u>	<u>Not allowed</u>

2. Bulk Standards



Street Facade (Sec. 9.4.11.)

Width of ground and 2nd story in primary street setback range	A
% of lot width (min)	80%
Width of ground and 2nd story in secondary street setback range	B
% of lot width (min)	80%

Building Height (Sec. 9.4.9.)

Height (max)	42'	C
Stories (max)	3	C
Height (min) in street setback range	16'	D

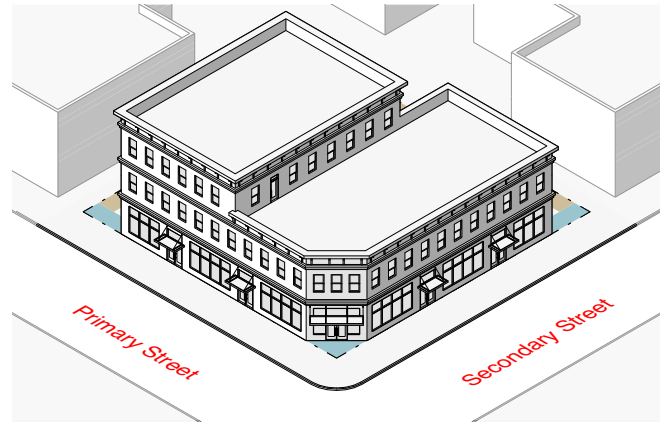
Building Stepback (Sec. 9.4.12.)

Stepback for any 3rd story street facade (min)	20'	E
Encroachment in stepback (max % of overall facade width)	40%	F
A building with only residential use that has at least 4 units is exempt from the stepback requirement		

Scale of Development

Floor area ratio (FAR) (max) (E.3.)	1.83
Deed restricted housing exemption (Sec. 7.8.3.)	
Workforce housing floor area bonus (Sec. 7.8.4.)	
Single building size (max)	15,000 SF

3. Form Standards



Design Guidelines (Div. 5.8.)

These requirements apply to all development, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Pedestrian Frontage

Planning Director will establish one of the following as the pedestrian frontage

Covered walkway	see Sec. 2.2.1.C.1
Trees in grates	see Sec. 2.2.1.C.2

Building Frontage Options

Town Square	see Sec. 2.2.1.D.1
Shopfront	see Sec. 2.2.1.D.2
Lodging	see Sec. 2.2.1.D.5

Parking Type Options

On-street parking	see Sec. 2.2.1.E.1
Surface parking	see Sec. 2.2.1.E.2
Tuck-Under Parking	see Sec. 2.2.1.E.4
Enclosed parking	see Sec. 2.2.1.E.3
Structured parking	see Sec. 2.2.1.E.5
Underground parking	see Sec. 2.2.1.E.6

4. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek south of Cache Creek Dr.	20'
Flat Creek north of Hansen Ave.	25'
Flat Creek south of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min)	(Sec. 7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO)	(Sec. 5.2.1.)
5. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)
6. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Parcel with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)

7. Signs (nonresidential)		(Div. 5.6.)	
Number of signs (max)	2 per business per frontage		
Background color	No white or yellow		
Sign Area			
Total sign area (max)	2.5 sf per ft of street facade width up to 125 sf		
Penalty	10% per projecting and freestanding sign		
Sign Type Standards			
Canopy sign			
Clearance (min)	7'6" from average grade		
Setback (min)	18" from back of curb		
Freestanding sign			
Height (max)	6'		
Setback (min)	5'		
Projecting sign			
Height (max)	24' above grade		
Clearance (min)	7'6" from average grade		
Setback (min)	18" from back of curb		
Window sign			
Window surface coverage (max)	25% up to 16 sf		
Temporary signs	(Sec. 5.6.1.)		
8. Grading, Erosion Control, Stormwater			
Grading	(Sec. 5.7.2.)		
Erosion Control	(Sec. 5.7.3.)		
Erosion shall be controlled at all times			
Stormwater Management			(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines			

9. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)	Floodplain Permit
Nonresidential Floor Area							
≤ 10,000 sf			X	X		Sec. 5.7.1.	Sec. 5.4.4.
10,001 - 20,000 sf		X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
≥ 20,000 sf	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
Sign					X	Sec. 5.7.1.	Sec. 5.4.4.

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	45,000 SF habitable	n/a	0.75/room	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	1.65/1,000 sf	0.000493*sf
Retail (6.1.6.C.)	B	12,500 sf	n/a	2.25/1,000 sf	0.000431*sf
Service (6.1.6.D.)	B	excluding basement storage	n/a	1.5/1,000 sf	0.000431*sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/110 sf dining area + 1/60 sf bar area	0.001197*sf
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/60 sf seating area or independent calculation	0.000431*sf
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	0.5/employee + 0.5/stored vehicle	0.000246*sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt

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

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in [Article 7](#), are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)		Standards	
Allowed Subdivision Options				
Land Division	5,000 sf		Sec. 7.2.3.	
Townhouse Condominium Subdivision	n/a		Sec. 7.2.4.	
2. Residential Subdivision Requirements				
Schools and Parks Exaction				
Schools exaction	.020 acres per 1- or 2-family unit .015 acres per multi-family unit			
Parks exaction	9 acres per 1,000 resident			
3. Infrastructure				
Transportation Facilities			(Div. 7.6.)	
Access			required	
Right-of-way for Minor Local Road (min)			60'	
Paved travel way for Minor Local Road (min)			20'	
Required Utilities			(Div. 7.7.)	
Water			public	
Sewer			public	
4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Development Option Plan (Sec. 8.5.2.)	Subdivision Plat (Sec. 8.5.3.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

E. Additional Zone-Specific Standards

1. Provision of Nonresidential, Nonlodging Parking

- a. **Applicability.** The following options for providing required parking shall apply to allowed uses except:
 - i. Lodging Uses ([Sec. 6.1.5.](#)); and
 - ii. Accessory Residential Unit ([Sec. 6.1.11.](#)).
- b. **Existing Parking Credits.** For properties with established parking credits per the Town Parking Credit Table (on reference with the Planning Department), the landowner may use such credits toward required parking. Credits are based on the amount of parking provided in 1988, as determined in 2005. Parking credits run with the land and are not transferable.
- c. **On-street Parking.** Required parking may be provided on-street provided the following standards are met.
 - i. An on-street parking space shall have the following length of uninterrupted curb adjoining to the lot of record of the use.

Uninterrupted Curb per On-street Parking Space	
Parking Space Angle	Uninterrupted Curb
Parallel	22'
45°/60°	18'
90°	9'

- ii. On-street parking shall not be provided along a red curb or other no-parking area put in place by the Town or WYDOT.
 - iii. The on-street parking shall follow the established configuration of existing on-street parking.
 - iv. On-street parking spaces shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces shall be permitted.
- d. **Fee-In-Lieu.** Required parking may be provided off-site through the Town's in-lieu fee program pursuant to the following standards.
 - i. **Fee.** The fee shall be a one-time fee commensurate with the cost of providing off-street parking and shall be used exclusively for such purpose. The Town Clerk shall accept fees in accordance with the parking fee schedule set forth by Resolution.
 - ii. **Assignment of Credits.** Parking credits purchased by fee-in-lieu run with the land and are not transferable.
 - iii. **Banking of Fee-in-Lieu Spaces.** Fee-in-lieu spaces may be purchased in advance and “banked” for future use.

2. **Loading Requirement.** Sufficient off-street loading facilities must be provided. The requirements of Sec. 6.2.2.E. are not applicable. The applicant must address how their specific loading needs are being met in the proposed application.
3. **Existing Floor Area Allowed.** Where the existing floor area on a site exceeds the allowed floor area ratio (FAR), the maximum allowed floor area shall be the lawfully existing floor area. The burden of establishing the amount of lawfully existing floor area shall be the responsibility of the landowner.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.

PASSED 2ND READING THE _____ DAY OF _____, 2020.

PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NO. 888 AND SECTION 15.38.020 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HISTORIC BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of the Town of Jackson Ordinance No. 888 and Section 15.38.020 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

15.38.020 Historic Buildings

A. General. The Town Council recognizes that many areas, improvements, buildings or structures have features with historic character or special historic or aesthetic interest or value representing architectural products of distinct periods in the history of Jackson. The Town Council also recognizes that the protection, enhancement and perpetuation of areas, improvements, buildings and structures with features having historic character or special historical or aesthetic interest or value is a public necessity and is required in the interest of the people of the Town.

For the purposes of this section, historic buildings or structures are those buildings, improvements or structures, which are on the Jackson Historic Register or are in excess of fifty (50) years old, or which are otherwise historically or architecturally significant.

Every applicant for a demolition permit shall state to the best of his or her knowledge whether a building or structure for which demolition is sought is either in excess of, or less than, fifty (50) years old as of the date of the application.

B. Authority to Enact. Authority for enacting this chapter to protect historic integrity is provided in Wyo. Stat. Section §15-1-601(d)(iv).

C. The Teton County Historic Preservation Board. The Teton County Historic Preservation Board ("TCHPB") shall be an advisory board to owners seeking to demolish historic buildings within the Town.

1. The TCHPB shall be an informational and advisory board only, and shall advise owners or residents of buildings or structures on the historic nature, aspects and other historic preservation issues concerning the building or structure sought for demolition.
2. The TCHPB will maintain a non-exclusive list of structures which are either in excess of fifty (50) years old or are otherwise historically or architecturally significant. This list, the ~~TCHPB-Building List~~Structures of Merit, will be made publicly available and will be updated from time to time. The ~~TCHPB-Building~~Structures of Merit List updated from time to time serves as a guideline to building owners and Town of Jackson officials.
3. The TCHPB may present to the Town Council its findings and recommendations about any development proposal or regulation which impacts any building or structure in excess of fifty (50) years old or which are otherwise historically or architecturally significant.

D. Demolition Permit Review

1. Upon receipt of a demolition permit application pursuant to Section 105.1 of the International Building Code, the planning and building department shall refer the demolition application to the TCHPB.

2. The TCHPB shall review demolition proposals which affect the exterior of any principal or accessory building or structure which is on the ~~TCHPB Building List or the Jackson Historic Register or Structures of Merit list~~ for their impacts on historic resources. The TCHPB will make a recommendation to the planning and building department and/or Town Council within ~~twenty-one (21)-thirty (30)~~ calendar days from initial submission of the demolition application to the TCHPB. The TCHPB will either determine that:

A. The building or structure is not historically or architecturally significant, or

B. That the building or structure is historically or architecturally significant and recommend a ninety (90) day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition. The TCHPB shall cite the historic preservation principles upon which it is relying to make its comments or recommendations regarding the impact of such demolition on historic preservation

~~That the building is designated as a Landmark property on the Jackson Historic Register and so should not be demolished.~~

3. All demolition permit applicants pertaining to historic buildings or structures may meet with the TCHPB, or a sub-committee thereof, to discuss the impacts of demolition on historic resources. A meeting will be scheduled during the initial ~~twenty-one (21)-thirty (30)~~ day review period on applicant's request.

4. In the event the TCHPB does not make a recommendation to the planning and building department and/or Town Council within ~~twenty-one (21)-thirty (30)~~ calendar days from initial submission of the demolition application, the Town will assume that the TCHPB does not have a formal recommendation, and the application shall proceed through the regular permitting process.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.
PASSED 2ND READING THE _____ DAY OF _____, 2020.
PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

2021 WORKSHEET

Town of Jackson Liaison Assignments

	Mayor Muldoon	Jim Stanford	Hailey Morton Levinson	Jessica Chambers	Jim Rooks	Jonathan Schechter	Arne Jorgensen
1	START 2nd Thur at 1130am	Travel & Tourism Board 2nd Thur at 3pm	Housing Authority 1st Wed at 1pm (old library)			Airport Board 3rd Wed at 9am	Design Review Committee 2nd Wed at 530p
2	Pathways Taskforce 1st Wed at 530pm	Parks & Recreation 2nd Thur at 5pm	Public Art Taskforce 3rd Thur at 8am			Energy Conservation Works 4th Wed at 9:30am @ LVE	Board of Examiners 2nd Tues at 430pm
3	Housing Supply Board 2nd Tues 4:30p (old library)	Museum-Administrative meets as needed					Planning Commission 1st & 3rd Wed at 530pm
1	Chamber of Commerce last Wed at Noon	InterAgency Breakfast (2) 4th Tues at 7am (Sept-May)	Systems of Care 3rd Thur at 9am			JH Air 1st Thur at 2pm	InterAgency Breakfast (1) 4th Tues at 7am (Sept-May)
2		Historical Society & Museum Qtrly-Mar, Jun, Sep, Dec	TriPartite Bd - CSBG meets as needed			Human Services Council 4th Thur at 9am (Senior Ctr)	Fair Board 2nd Mon at 530pm
3		Board of Health (ToJ appoints 1 seat) meets 4th Tues of odd months				Integrated Solid Waste & Recycling (ISWR) 1st Thur at 3pm - EVEN mths	Emerg Management - LEPC 3rd Thur at 830am - ODD mths
4		Housing Trust 4th Wed at 4pm				St. John's Hospital Board 4th Thur at 4pm	Transportation Adv Com-TAC meets as needed
LEGEND: Board Members are appointed by Town Other Community Boards, or appointed by County					Unassigned: School Board & Housing Authority		

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: February 1, 2021

RE: Town Manager's Report

January Sales and Lodging Tax

The Town budgeted a total of \$7,125,081 in sales tax for FY21. January collections are up 23.4% over the same collection period last year and we are leading budget projections by \$5,316,727 so far. Please remember that we have 5 remaining months in the fiscal year before we can realize any additional revenue over what was budgeted. January 2021 revenue represents collections from November 2020.

The Town budgeted a total of \$445,499 in lodging tax revenues for FY21 from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$840,538 so far in FY21 which is leading budget projections by \$499,823 so far, however collections are down 4.7% from prior year collections. January 2021 revenue represents November 2020 collections. The 30% amount is tracked through the Special Revenue Fund for the Lodging Tax and the 10% amount is tracked through the General Fund.

DRAFT FY22 Budget Meeting Schedule

Staff has been working on a draft schedule of Council meetings for the FY22 Budget process. Below is the proposed schedule. Please let us know if these dates will work for you. The dates outlined for the Joint meetings with the County Commission appear to work for their schedule. Staff will certainly defer to the Mayor and Council if they would like to adjust any of the meeting days or times proposed.

FY2022 <i>DRAFT</i> TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2022 Budget				
Date	Day	Time	Event	Location
4/23/2021	Friday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/26/2021	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion, Big Picture, Revenue Review	Town Council Chambers
4/28/2021	Wednesday	9:00 - 5:00	Special JIM - Joint Department Budget Overview	County Commissioner's Chambers
4/29/2021	Thursday	9:00 - 5:00	Special JIM - Human Services Budget Presentations	County Commissioner's Chambers
5/10/2021	Monday	2:00 - 5:00	Special Town Council Workshop - Budget Discussion, Capital Project Review; Follow-Up	Town Council Chambers
5/17/2021	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion	Town Council Chambers
5/24/2021	Monday	3:00 - 5:00	Special Town Council Workshop - Budget Discussion (if needed)	Town Council Chambers
6/14/2021	Monday	3:00 - 5:00	Special Town Council Workshop - Budget Discussion (if needed)	Town Council Chambers
6/21/2021	Monday	3:00 P.M.	Regular Town Council Workshop Meeting - Budget Discussion (if needed)	Town Council Chambers
6/21/2021	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Adoption	Town Council Chambers

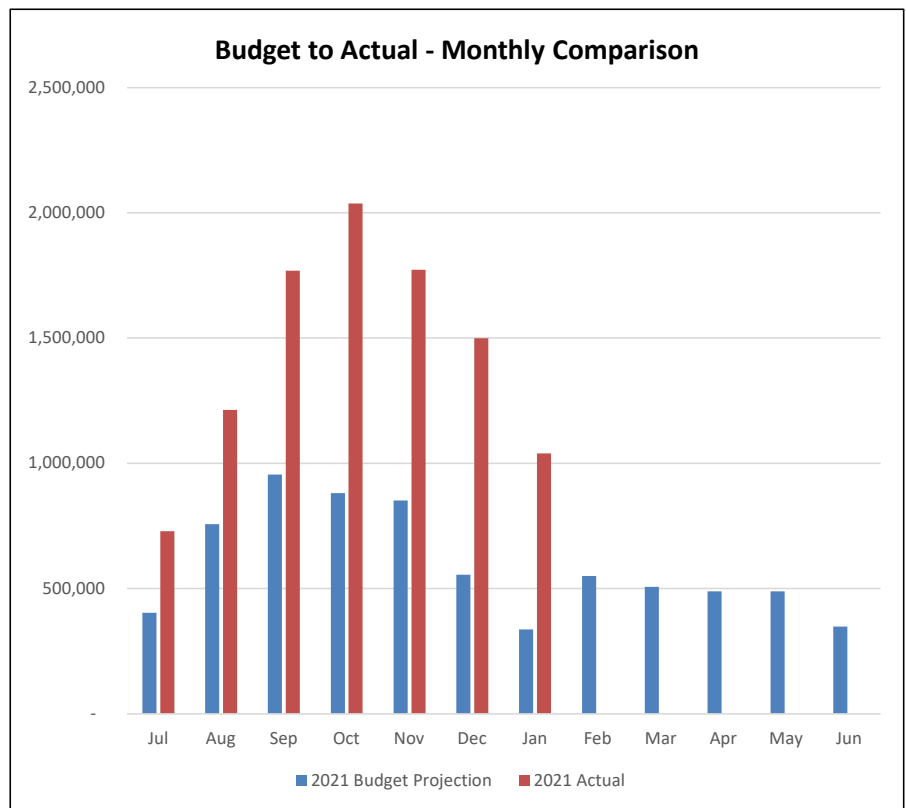
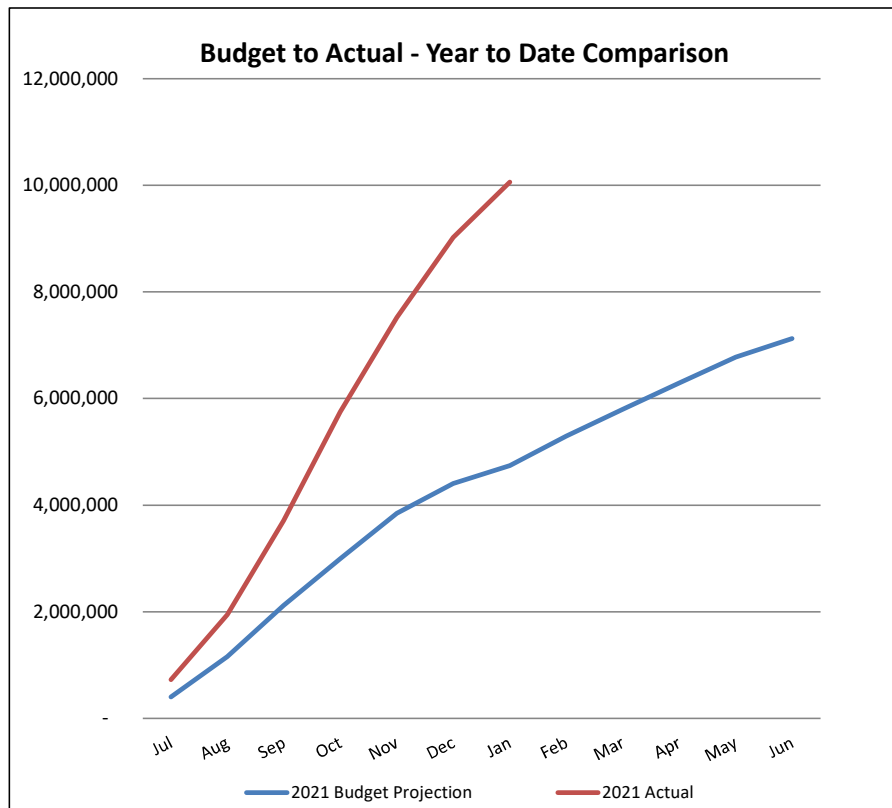
Paid Parking Bid Solicitation RFP

On December 21, 2020, the Council authorized planning staff to hire parking consultant Kimley Horn for \$25,000 to help draft and issue an RFP to solicit bids from paid parking operators. The intent of the RFP is to collect a wide variety of bids from experienced companies that will provide estimates on infrastructure costs, staffing needs, and operational options for different types of paid parking systems. Once we have the bids, the Council can evaluate them to determine whether the Town wants to move forward to the next steps (or not) of implementing a paid parking system in downtown Jackson. Staff has contacted Kimley Horn and received a proposed scope of work and will try to get a contract signed as soon as possible, likely in the next few weeks. Once under contract, it will take approximately three months to receive the bids. After that, staff will prepare a staff report summarizing the bid results for Council's consideration at a workshop or other meeting.

TOWN OF JACKSON, WYOMING
SALES TAX COLLECTIONS (4% and 1%)
January-21

Receipt Month	17/18				18/19				19/20			20/21			12 Mth Rolling Sales Avg	Month
	FY2017	FY2018	17/18 Change	Percent Change	FY2019	18/19 Change	Percent Change	FY2020	19/20 Change	Percent Change	FY2021	20/21 Change	Percent Change			
Jul	\$ 807,564	\$ 807,972	\$ 408	0.1%	\$ 890,746	\$ 82,774	10.2%	\$ 916,280	\$ 25,534	2.9%	\$ 728,603	\$ (187,677)	-20.5%	2.2%	May	
Aug	1,411,501	1,551,376	139,875	9.9%	1,711,050	159,674	10.3%	1,695,936	(15,114)	-0.9%	\$ 1,213,765	(482,171)	-28.4%	-0.8%	Jun	
Sep	1,920,244	1,971,647	51,402	2.7%	1,979,587	7,941	0.4%	2,106,619	127,032	6.4%	\$ 1,769,138	(337,481)	-16.0%	-3.7%	Jul	
Oct	1,665,117	1,897,973	232,856	14.0%	1,868,746	(29,227)	-1.5%	2,084,456	215,710	11.5%	\$ 2,037,216	(47,240)	-2.3%	-5.3%	Aug	
Nov	1,533,746	1,850,527	316,781	20.7%	1,877,983	27,456	1.5%	2,203,274	325,291	17.3%	\$ 1,772,257	(431,017)	-19.6%	-9.8%	Sep	
Dec	1,046,289	1,054,095	7,806	0.7%	1,335,327	281,232	26.7%	1,154,908	(180,419)	-13.5%	\$ 1,499,343	344,435	29.8%	-6.7%	Oct	
Jan	655,026	680,672	25,645	3.9%	745,047	64,375	9.5%	842,559	97,512	13.1%	\$ 1,039,309	196,750	23.4%	-6.1%	Nov	
Feb	1,032,128	1,166,026	133,898	13.0%	1,195,892	29,866	2.6%	1,293,430	97,538	8.2%	----	----	----	----	Dec	
Mar	947,188	1,066,105	118,917	12.6%	1,110,735	44,630	4.2%	1,188,379	77,644	7.0%	----	----	----	----	Jan	
Apr	859,580	1,041,459	181,879	21.2%	1,120,136	78,677	7.6%	1,272,892	152,756	13.6%	----	----	----	----	Feb	
May	874,371	1,010,453	136,082	15.6%	1,138,194	127,740	12.6%	874,624	(263,570)	-23.2%	----	----	----	----	Mar	
Jun	660,771	728,398	67,628	10.2%	730,042	1,644	0.2%	621,631	(108,411)	-14.8%	----	----	----	----	Apr	
Totals	\$ 13,413,526	\$ 14,826,704	\$ 1,413,178	10.5%	\$ 15,703,484	\$ 876,780	5.9%	\$ 16,254,987	\$ 551,503	3.5%	\$ 10,059,631	\$ (944,400)	-8.6%			

Budgeted Sales Tax for FY 2021 -50% \$ 7,125,081
Budgeted Sales Tax Year-to-Date 4,742,904
Actual Sales Tax Collected Year-to-Date 10,059,631
Leading (Lagging) Budget - through January \$ 5,316,727



TOWN OF JACKSON, WYOMING
LODGING TAX COLLECTIONS
January-21

Month Received (2 mos. lag)	Lodging Tax - Total				Town				County			
	Total	Promotion T&T Board	Visitor Impact	General Fund	Visitor Impact	General Fund	Total	T/C Split Percent	Visitor Impact	General Fund	Total	T/C Split Percent
FY2021:												
July	\$ 75,275	\$ 45,165	\$ 22,582	\$ 7,527	\$ 15,187	\$ 5,062	\$ 20,249	67.3%	\$ 7,396	\$ 2,465	\$ 9,861	32.7%
August	370,420	222,252	111,126	37,042	60,908	20,303	81,211	54.8%	50,218	16,739	66,957	45.2%
September	1,035,675	621,405	310,703	103,568	132,266	44,089	176,355	42.6%	178,436	59,479	237,915	57.4%
October	1,159,961	695,976	347,988	115,996	144,589	48,196	192,785	41.5%	203,399	67,800	271,199	58.5%
November	1,061,614	636,968	318,484	106,161	142,076	47,359	189,434	44.6%	176,408	58,803	235,211	55.4%
December	567,557	340,534	170,267	56,756	93,340	31,113	124,454	54.8%	76,927	25,642	102,569	45.2%
January	202,228	121,337	60,668	20,223	42,037	14,012	56,049	69.3%	18,631	6,210	24,842	30.7%
February	-	-	-	-	-	-	-	---	-	-	-	---
March	-	-	-	-	-	-	-	---	-	-	-	---
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
Totals	\$ 4,472,729	\$ 2,683,637	\$ 1,341,819	\$ 447,273	\$ 630,403	\$ 210,134	\$ 840,538	47.0%	\$ 711,415	\$ 237,138	\$ 948,554	53.0%

	Visitor Impact	General Fund	Total
Budgeted Lodging Tax for FY 2021	\$ 334,124	\$ 111,375	\$ 445,499
Budgeted Lodging Tax Year-to-Date	255,536	85,179	340,715
Actual Lodging Tax Collected Year-to-Date	630,403	210,134	840,538
Leading (Lagging) Budget -January	374,867	124,956	499,823

12 Month
Rolling Avg
-7.1%

	FY2020 Year-to-Date	FY2021 Year-to-Date	Increase (Decrease)
T&T 60%:	\$ 3,465,010	\$ 2,683,637	\$ (781,373) -22.6%
TOJ 30% Visitor:	661,794	630,403	(31,391) -4.7%
TOJ 10% General:	220,598	210,134	(10,464)

