

TOWN COUNCIL REGULAR MEETING

Monday, July 2, 2018

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 may encompass all areas, participants, and audience members. *Please silence all electronic devices during the meeting.*

I. OPENING

- I.A. Call to Order / Roll Call
- I.B. Pledge of Allegiance
- I.C. Announcements

Employee Introduction: Robert Johnson, START Operations Manager

II. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item, or send an email to Council@jacksonwy.gov.

III. CONSENT CALENDAR

- III. A. Meeting Minutes:
 - 1. June 18, 2018 workshop
 - 2. June 18, 2018 regular meeting
 - 3. June 25, 2018 special meeting
- III. B. Disbursements
- III. C. Temporary Sign Permit: Jackson Hole Ski Club (P18-202)
- III. D. Temporary Sign Permit: Stomping the Divots (P18-201)
- III. E. Temporary Sign Permit: Origin Summer Concerts (P18-200)
- III. F. Special Event: Farmer's Market on the Town Square Additional Request
- III. G. Contract with RouteMatch for START Electronic Fare System

Documents:

[061818 wksp minutes.pdf](#)
[061818 reg minutes.pdf](#)
[062518 SpM-D3-6 minutes.pdf](#)
[Disbursements07022018.pdf](#)
[TempSign_JHSkiClub.pdf](#)
[TempSign_StompingtheDivots.pdf](#)
[TempSign_OrijinSummerConcertSeries.pdf](#)
[Sp_Event FarmersMarket2018 Additional Request.pdf](#)
[RouteMatch.pdf](#)

IV. PUBLIC HEARINGS, DISCUSSION AND/OR ACTION ITEMS

IV.A. Public Works

- 1. Dedicated Resident Parking Area during Snow King Estates Water Project (Johnny Ziem, interim Public Works Director)

Documents:

[SnowKingEstatesResidentParking.pdf](#)

V. RESOLUTIONS

VI. ORDINANCES

VI. A. Ordinance I: An Ordinance Amending and Reenacting Section 1 of Town of Jackson Ordinance No. 1074 as Amended (Part) of the Town of Jackson Land Development Regulations to Establish Eight (8) New Zones and Remove Ten (10) Existing Zones to Implement Character Districts 3 through 6 of The Jackson/Teton County Comprehensive Plan (Presented for 2nd Reading)

VI. B. Ordinance J: An Ordinance Amending and Reenacting Section 1 of Town of Jackson Ordinance No. 1074 as Amended (Part) of the Town of Jackson Land Development Regulations to Remove the Planned Unit Development - Town (PUD-ToJ), Mobile Home Park (MHP), and Urban Cluster Development (UCD) Development Options (Presented for 2nd Reading)

VI. C. Ordinance K: An Ordinance Amending and Reenacting Section 1 of Town of Jackson Ordinance No. 1074 as Amended (Part) and Section 1.9.2.B.3 of Town of Jackson Land Development Regulations to Allow Greater than 20% Expansion of a Nonconforming Single-Family Home (Presented for 2nd Reading)

VI. D. Ordinance M: An Ordinance Establishing Chapter 9.26 to the Town of Jackson Municipal Code regarding Non-Discrimination (Presented for 2nd Reading)

Documents:

[Ordinance I-J-K_D3-6_2ndRead.pdf](#)
[Ordinance M_NDO_2ndRead.pdf](#)

VII. MATTERS FROM MAYOR AND COUNCIL

VII. A. Travel to NLC Conference in November 2018 (Bob Lenz)
VII. B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

Documents:

[TownManagerReport_062818.pdf](#)

IX. 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.

TOWN COUNCIL PROCEEDINGS

JUNE 18, 2018

JACKSON, WYOMING

The Jackson Town Council met in workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:01 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Vice-Mayor Jim Stanford and Bob Lenz. Hailey Morton Levinson arrived at 3:18 p.m. and Don Frank was absent.
STAFF: Audrey Cohen-Davis, Lea Colasuonno, Todd Smith, April Norton, Tracey Trefren, Sandy Birdyshaw, Larry Pardee, Brian Lenz, Johnny Ziem, Brian Schilling, Tyler Sinclair, and Steve Ashworth.

Residential Rental Ombudsman Program. Audrey Cohen-Davis and Todd Smith made staff comment and the Council discussed the position, structure, and funding of an ombudsman to assist with residential rental issues. Discussion continued on a business licensing program.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to direct staff to structure the ombudsman program within the Town of Jackson and Teton County Victim Services Department. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to continue to work with the Council and Mayor on the licensing for rentals as discussed today and for staff, specifically the Police Chief and Town Attorney to lay out the general framework for the ombudsman position in the Victim Services Department.

Downtown Core Pedestrian Signaling. Larry Pardee and Brian Schilling made staff comment on the potential of installing signals or other pedestrian crossing features in several downtown locations including East Broadway at Center Street, North Cache at Deloney Avenue, West Broadway at Glenwood, West Broadway at Jackson, West Broadway at the mid-block crossing at El Abuelito, and Mercill Avenue at North Glenwood.

Options for improving pedestrian safety at uncontrolled crossings included:

- Crosswalk visibility enhancements – high-visibility striping and signage
- Raised crosswalks – extension of the sidewalk through the intersection. Effective for slowing down vehicles, not typically used on emergency access or truck routes.
- Advance Yield/Stop lines – sets the stopping line 30'-50' back from the marked crossing area. Helps address the “double threat” risk on 4-lane roads.
- In-street pedestrian crossing sign – already have these at some locations
- Curb extensions – reduces the crossing distance and puts peds waiting to cross in a protected, more visible location
- Pedestrian refuge islands – allows peds to cross in two stages, only having to navigate traffic from one direction at a time.
- Pedestrian hybrid beacon (RRFB or HAWK) - Rapid Rectangular Flashing Beacon (RRFB) and High-Intensity Activated crossWalK (HAWK) beacons are pedestrian activated signals that activate overhead or side-mounted lights to warn drivers of crossing pedestrians. Can be set up as warning lights (warns drivers, but does not require drivers to stop) or stop lights (same legal requirement to stop as at a red traffic light).
- Allows free flow of vehicles when not activated.
- Road diet – change cross section from 4-lane (2-lane each direction) to a 3-lane (1-lane each direction with 2-way center turn lane). Shortens crossing distance and eliminates “double threat” risk.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to draft a letter to Wyoming Department of Transportation concerning improvements for pedestrian safety along Broadway and staff to take appropriate action based on the other information on Town specific crossings as outlined in the staff report and report back to Council in a future meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

North King Traffic Study and Alternatives. Brian Lenz made staff comment on the extension of North King Street from Gill to Mercill based on the Traffic Impact Study (TIS) conducted in 2017 and the conceptual designs that were the product of the study. The study presented four conceptual alternatives: 1) Existing alignment, existing infrastructure - add pedestrian facility, bike path connection and emergency access between East Gill Avenue and Mercill Avenue. 2) Proposed alignment - Recreation Center access only - Recreation Center Remodel Concept Plan. 3) Proposed alignment - all modes - Complete Street with traffic calming; detached nonmotorized facilities. And 4) Proposed alignment - all modes - Complete Street with traffic calming; attached nonmotorized.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to take immediate steps to implement Option 1 [*Affirm the extension of King Street with a preferred alternative and direct staff to continue design work on the King Street extension in concert with the Cache Tube project, possible Recreation Center Expansion, and as informed by the results of the parking study and traffic demand model (if available).*] for the North King Street extension while continuing to lay the groundwork for Option 3 [*Make a motion for approval and vote against the motion thereby providing direction to staff to consider options for the Rec Center site that do not include a through street.*] for the future as budget and engineering needs dictate. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded Bob Lenz to adjourn to executive session to discuss the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). The vote showed all in favor and the motion carried. The meeting adjourned at 4:30 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes:spb
Published JH News & Guide: June 27, 2018

TOWN COUNCIL PROCEEDINGS

JUNE 18, 2018

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall at 150 East Pearl at 6:00 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank and Bob Lenz.

STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Tyler Sinclair, Brendan Conboy, Roger Shultz, Rob Andazola, Kelly Thompson, Johnny Ziem, Carl Pelletier, Zolo, and Sandy Birdyshaw

Mayor Muldoon introduced and welcomed new town employee Sam Stephens, Senior Collection System Operator, and CJ Proctor and Forrest Spence, new Police Officers. The Mayor made read a proclamation for Professional Engineers Day.

Public Comment: none

Consent Calendar. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the consent calendar including items A-F as presented with the following motions.

A. Meeting Minutes. To approve the meeting minutes for the June 4 regular meeting as presented.

B. Disbursements. To approve the disbursements as presented. Carquest \$145.48, Safety Supply \$4334.25, Jackson Hole Chamber \$25.00, Ace Hardware \$927.96, Teton County Sheriff \$648.00, Delcon \$740.00, Thyssen Krupp \$288.39, Evans Construction \$5731.36, High Country Linen \$1745.11, Jackson Lumber \$140.82, Jackson Hole News & Guide \$7816.47, LVPL \$5189.55, Teton County Fund 19 \$20375.25, Nelson Engineering \$23591.00, Red's Auto Glass \$85.00, O'Ryan Cleaners \$181.98, St John's Hospital \$1087.50, Standard Plumbing \$31.96, Napa \$353.90, Teton Motors \$269.48, Thompson Palmer \$475.00, Antler Motel \$1375.00, Wyoming Law Enforcement \$1692.70, White Glove Cleaning \$298.76, Electrical Wholesale \$77.01, Hunt Construction \$4390.00, Centurylink \$240.80, Rendezvous Engineering \$2954.85, Westbank Sanitation \$659.72, CNA Surety \$609.50, Cummins Rocky Mountain \$681.34, Teton County Treasurer \$588300.12, Zylab \$5195.50, Freedom Mailing \$1794.27, Emerg-a-care \$251.00, RST Sand & Gravel \$147.20, Rotary Club \$392.00, Aeration Industries \$797.65, Teton County Special Fire \$40765.55, Galls \$343.50, Energy Laboratories \$106.00, Teton County Transfer Station \$129.00, Teton County Clerk \$227895.06, One Call of Wyoming \$247.50, Spring Creek Animal Hospital \$443.01, Blue Spruce Cleaners \$338.68, Teton County Fund 10 \$46141.46, Western States \$1692.72, Wyoming.com \$5.00, AT&T \$312.26, Verizon \$6866.14, Division of Victim Services \$300.00, Xerox Corp \$691.47, Employers Council \$180.62, Covenant Insurance \$6750.00, JH Appliance \$79.00, Teton Water Works \$100.00, Planet Jackson Hole \$1008.00, Westwood Curtis \$2154.76, Terra Firma \$1000.00, Yellow Iron Excavation \$595.00, LDA Inc \$60.06, Chief \$1335.25, Otis Elevator \$2845.80, Idaho Traffic Safety \$26568.61, ER Office Express \$528.75, Visa \$22612.59, Architectural Building Supply \$1302.52, UPS \$39.08, Advanced Glass Trim \$555.00, Johnson Roberts & Assoc \$15.00, Joshua Rae \$10998.73, Grossenbacher Bros \$315.65, Miller Sanitation \$8484.00, Charter \$1612.26, Stinky Prints \$35.30, Ross Concrete \$4927.50, Gillig \$625.51, Jerry Seiner Chevrolet \$247.11, Commercial Tire \$1502.32, Fire Services of Idaho \$285.00, Sherwin-Williams \$1015.24, Meyring & Associates \$305.05, 3T Products \$271.16, Brower Psychological \$600.00, Bliss Cargo \$100.00, Silver Creek Supply \$79.86, Entersect \$902.99, MSC Industrial Supply \$265.47, Schow's Truck Center \$2548.26, Snake River Roasting \$260.60, Silverstar \$2313.27, Big R \$20.98, Brian Schmidt \$155.00, Plum \$354.16, Wmaco \$1000.00, Flowpoint Environmental \$795.00, Control System Technology \$23497.50, Snow King Hotel \$486.85, Dana Safety Supply \$906.09, HD Fowler \$2491.65, Cornforth Consultants \$1172.00, Jackson Animal Hospital \$656.08, Scott Schmillen \$1187.50, ISC Inc \$3591.44, Routematch Software \$18555.00, Mobile Wireless \$3260.86, Rush Truck Center \$68.29, Ranck & Schwartz \$2362.50, Snake River MEP \$2821.00, Amazon \$2644.32, Greenway Painting \$1648.35, Nature's Garden \$395.00, Wyoming Garage Door \$1702.00, RUI Inc \$2622.00, Rendezvous Insurance \$26309.63, Teton Mountain Ranch \$200.00, Crown Trophy \$45.00, Pethealth Services \$4.85, Jim Green \$104.68, Etched in Stone \$786.00, Dimensions Construction \$4820.30, Western Municipal Construction \$128025.00, Carpets Plus \$1900.00, Water Werks \$124.92, Outlaw Brothers Construction \$4880.37, Anna White \$246.82, Springhill Suites \$200.00, PV Holding \$225.00, Valente Perce Garcia \$1500.00, Earthplanter \$9677.00, McWhorter Technologies \$200.00, Floral Art \$1350.00, Jackson Hole Still Works \$920.00, Wyoming Drywall \$350.00

C. May 2018 Municipal Court Report. To accept the May Municipal Court Report as presented.

D. Friends of Pathways Malt Beverage Permit. To approve the issuance of a malt beverage permit to Friends of Pathways for the Commuter Choice Challenge Celebration on June 20, 2018, from 4:00 P.M. to 7:00 P.M., subject to the conditions and restrictions listed in the staff report.

E. Bid 19-01: Notice of Award for the FY2019 Chip Seal Project. To approve the construction contract for the 2018 Chip Seal Improvement Project with Evans Construction Company of Jackson, WY in the amount of \$142,740.00 and upon legal approval authorize the mayor to execute all necessary contract Agreements.

F. Special Event: Paws of Jackson Hole Tux and Tails Gala. To approve the special event request made by Paws of Jackson Hole to allow the annual Tuxes & Tails Gala event to operate on the Center for the Arts lawn until 10:00 PM on June 22, 2018 subject to the conditions and restrictions listed in the staff report.

Mayor Muldoon called for the vote on the motion to approve the consent calendar. The vote showed all in favor and the motion carried.

Special Event: Jackson Hole Lions Club 4th of July Breakfast. Carl Pelletier made staff comment. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the special event application made by the Jackson Hole Lions Club for the Fourth of July Street Breakfast, subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Special Event: Federal Electric Contractors Reserved Parking for Historic Yellowstone Bus. Carl Pelletier made staff comment. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the special event application submitted by Cache Valley Electric to park a historic 1925 fully-restored Yellowstone Tour bus in front of the Million Dollar Cowboy Bar on Tuesday, June 26, 2018 subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Special Event: Osprey Beverages Budweiser Clydesdales. Wes Gardner and Reverend David Bott made public comment. A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve the special event application submitted by Osprey Beverages to bring the Budweiser Clydesdale Horse Team and Hitch to the Town Square on Wednesday, June 27, 2018 subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed 3-2 in favor with Muldoon and Stanford opposed. The motion carried.

Temporary Sign Permit: Indian Art Closing (P18-190). Tyler Sinclair made staff comment. Hallie Lowe made comment. A motion was made by Bob Lenz and seconded by Don Frank to approve the temporary banners in conjunction with Indian Arts, subject to three (3) conditions of approval; changing number condition 3 to read that the sign may be installed from June 18 through October 18 and the effective size is to be determined by the planning department. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Temporary Sign Permit: White Horse Social (P18-192). Tyler Sinclair made staff comment. A motion was made by Bob Lenz and seconded by Don Frank to approve the temporary banners in conjunction with White Horse Social, subject to three (3) conditions of approval; changing condition 3 to read that the banner may be installed from July 2 through July 24 at Cutty's at 1140 West Highway 22 for any 14 days continuous days arranged with the Planning Department within those dates. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Public Hearing for the Fiscal Year 2019 Town Budget. Kelly Thompson made staff comment. Mayor Muldoon opened a public hearing to hear public comment regarding the budget. No comments were given. Mayor Muldoon closed the public hearing.

Teton Brewing Company LLC request for Outdoor Service. Sandy Birdyshaw made staff comment. Don Alan and Cheney Hankins made comment.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve outdoor service of alcohol and malt beverages as outlined and conditioned in the staff report, pursuant to Wyoming Statute 12-5-201(a), at Teton Brewing Company LLC d/b/a Stillwest Brewery and Grill located at 45 East Snow King Avenue.

- 1) Approval is contingent on applicant having complied with all Town of Jackson Building Codes, Land Development Regulations, and obtaining all required permits and approvals from all applicable Town/County departments.
- 2) Approval of outdoor liquor service applies to the 2nd floor deck.
- 3) Approval of malt beverage consumption in the forecourt includes that the applicant shall install signage regarding Town of Jackson open container laws on the stone columns. If necessary

applicant will use roping to further enclose the area between columns and designate staff to monitor and prevent customers from leaving with open containers

- 4) Any changes to the plan of operations for outdoor service shall come back for Town Council review.
- 5) Any additional minor corrections deemed necessary by staff or the Wyoming Liquor Division.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Garage Parking Lease with Jackson Hole Airport for Ride2Fly. Larry Pardee made staff comment. Airport Director Jim Elwood made comment. Wes Gardner made public comment.

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to continue this item to the next regular scheduled council meeting and ask the Town Attorney to provide a legal review. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-072: Subdivision Plat for 301 Hidden Hollow Drive. Brendan Conboy made staff comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-072, a motion was made by Hailey Morton Levinson and seconded by Don Frank 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, and to approve a Subdivision Plat for the Hidden Hollow First Addition to the Town of Jackson for the property addressed at 301 Hidden Hollow Drive subject to the departmental reviews attached hereto and the following 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 included in the attached 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. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall obtain approval of all contemporaneous documents to be filed with the plat which include the Subdivision Improvement Agreement, Pathway Easement, Access and Utility Easement, CC&R's, Bill of Sale, and Declaration of Access and Utility Easement and Cost Sharing Covenant, to be reviewed by the Planning Director and Town Attorney.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-081: Final Plat for 831 Upper Cache Creek Drive. Brendan Conboy made staff comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-081, a motion was made by Hailey Morton Levinson and seconded by Don Frank 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, and to approve a Final Plat for the Ferrin Twelfth Addition to the Town of Jackson for the property addressed at 831 Upper Cache Creek Drive subject to the departmental reviews attached hereto and the following condition:

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 included in the attached 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.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-169: Boundary Adjustment without Plat at 310 Aspen Drive. Tyler Sinclair made staff comment. Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the Partial Vacation of Plat, Correcting and Clarifying the width Lot 1 of Block 3 of the Aspen Hill Lots Addition to the

Town of Jackson, subject to the Land Development Regulations and reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Mayor Muldoon moved the Ordinance M agenda item to be heard next.

Ordinances. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to read ordinances by short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

ORDINANCE M

AN ORDINANCE ESTABLISHING CHAPTER 9.26 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION; 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:

Public comment was given by Brenna Cannon, William Smith, Andrew Munz, Matt Stech, Turner Resor, Jill Smith, Fran VanHouten, Inger Hanson, Tim Moyer, Sabrina King, Reverend David Bott, Shelby Read, Keira Haws, Mark Houser, Jessica Jaubert, Don Landis, Susan Scarlotta, Pam Walton, and Karen Jerger.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Ordinance M on first reading. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

RFP 18-18: Award for START Mobile Ticketing / Electronic Fare System. Larry Pardee and Zolo made staff comment. A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve RouteMatch as the RFP#18-18 process winner and direct staff to enter into contract negotiations and bring back the Mobile Ticketing/Electronic Fare System contract for Council approval. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 18-13: A Resolution Amending the Fiscal Year 2018 Town of Jackson Budget. Kelly Thompson made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the resolution adopting amendments to the fiscal year 2018 budget.

RESOLUTION 18-13: A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2018 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 2018 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	303,908	-	303,908
Town Attorney	421,796	9,770	431,566
Municipal Judge	262,218	-	262,218
Administration	324,654	21,960	346,614
Town Clerk & Personnel	577,807	13,500	591,307
Finance	548,832	2,000	550,832
Information Technology	501,381	1,500	502,881
Planning	1,046,127	11,600	1,057,727
Town-Wide Services	218,347	23,000	241,347
Town Hall Building	178,049	-	178,049
PD Administration	519,835	7,000	526,835
PD Investigation	396,665	4,000	400,665
PD Patrol	2,895,322	39,840	2,935,162
PD Community Service	518,074	2,689	520,763
PD Special Operations	21,706	-	21,706
Victim Services	239,960	-	239,960
Animal Shelter/Control	263,378	-	263,378
Building Inspections	374,035	15,000	389,035
Public Works Administration	257,645	-	257,645
Streets	1,714,867	143,000	1,857,867
Town Engineer	423,667	-	423,667
Public Works Yard Operations	180,734	-	180,734
Public Garage Operations	88,410	3,000	91,410
Cemetery	41,570	-	41,570
Social Services	675,838	-	675,838
Sports and Events Center	114,763	-	114,763
Public Amenities	101,080	-	101,080
Community Promotions	246,825	23,124	269,949
County-Budgeted Joint Programs	2,884,218	-	2,884,218
Transfers Out	4,633,415	150,000	4,783,415
Total General Fund	<u><u>20,975,126</u></u>	<u><u>470,983</u></u>	<u><u>21,446,108</u></u>
Affordable Housing	1,207,409	-	1,207,409
Total Affordable Housing Fund	<u><u>1,207,409</u></u>	<u><u>-</u></u>	<u><u>1,207,409</u></u>
Parking Exactions Fund	45,000	-	45,000
Total Parking Exactions Fund	<u><u>45,000</u></u>	<u><u>-</u></u>	<u><u>45,000</u></u>
Parks Exactions	9,706	-	9,706
Total Park Exactions	<u><u>9,706</u></u>	<u><u>-</u></u>	<u><u>9,706</u></u>
Employee Housing Fund	911,197	21,984	933,181
Total Employee Housing Fund	<u><u>911,197</u></u>	<u><u>21,984</u></u>	<u><u>933,181</u></u>
Animal Care Fund	38,500	-	38,500
Transfers Out	60,000	-	60,000
Total Animal Care Fund	<u><u>98,500</u></u>	<u><u>-</u></u>	<u><u>98,500</u></u>
Lodging Tax Fund	354,002	-	354,002
Transfers Out	377,801	-	377,801
Total Lodging Tax Fund	<u><u>731,803</u></u>	<u><u>-</u></u>	<u><u>731,803</u></u>
Expenditures and Other Uses	Approved Budget	Increase (Decrease)	Amended Budget
Vertical Harvest Fund	15,000	-	15,000
Total Vertical Harvest Fund	<u><u>15,000</u></u>	<u><u>-</u></u>	<u><u>15,000</u></u>
Snow King-Snow Making Fund	52,552	-	52,552
Total Snow King-Snow Making Fund	<u><u>52,552</u></u>	<u><u>-</u></u>	<u><u>52,552</u></u>
START Administration	598,556	19,638	618,194
START Operations	3,458,493	22,000	3,480,493
START Capital	2,401,250	-	2,401,250
START Indirect Cost Allocations	52,617	-	52,617
Total START Fund Expenditures	<u><u>6,510,916</u></u>	<u><u>41,638</u></u>	<u><u>6,552,554</u></u>
Capital Outlay	5,977,287	184,773	6,162,060
Total Capital Projects Fund	<u><u>5,977,287</u></u>	<u><u>184,773</u></u>	<u><u>6,162,060</u></u>
Capital Outlay	35,000	-	35,000
Total 2006 SPET	<u><u>35,000</u></u>	<u><u>-</u></u>	<u><u>35,000</u></u>
Capital Outlay	1,525,601	-	1,525,601
Total 2010 SPET	<u><u>1,525,601</u></u>	<u><u>-</u></u>	<u><u>1,525,601</u></u>
Capital Outlay	1,365,000	-	1,365,000
Total 2014 SPET	<u><u>1,365,000</u></u>	<u><u>-</u></u>	<u><u>1,365,000</u></u>
Capital Outlay	7,478,268	-	7,478,268
Total 2016 SPET	<u><u>7,478,268</u></u>	<u><u>-</u></u>	<u><u>7,478,268</u></u>
Capital Outlay	2,901,000	-	2,901,000
Total 2017 SPET	<u><u>2,901,000</u></u>	<u><u>-</u></u>	<u><u>2,901,000</u></u>
Water Maintenance & Operation	743,642	(67,471)	676,171
Water Wells	249,135	-	249,135
Water Billing & Accounting	165,148	-	165,148
Water Capital Outlay & Improvements	1,043,977	75,488	1,119,465
Water Loan Expenditures	108,220	-	108,220
Water Transfers Out	488,734	-	488,734
Sewage Plant Operations	835,875	-	835,875
Sewage Maint. & Operations	348,791	-	348,791
Sewage Billing & Accounting	164,640	-	164,640
Sewage Capital Outlay & Improvements	3,734,481	23,523	3,758,004
Sewage Transfers Out	488,734	-	488,734
Total Enterprise Funds	<u><u>8,371,377</u></u>	<u><u>31,540</u></u>	<u><u>8,402,917</u></u>
Employee Insurance	2,308,300	-	2,308,300
Total Insurance Fund	<u><u>2,308,300</u></u>	<u><u>-</u></u>	<u><u>2,308,300</u></u>
Fleet Expenditures	1,933,122	30,000	1,963,122
Total Fleet Management Fund	<u><u>1,933,122</u></u>	<u><u>30,000</u></u>	<u><u>1,963,122</u></u>
Central Equipment Expenses	1,205,099	-	1,205,099
Total Central Equipment Fund	<u><u>1,205,099</u></u>	<u><u>-</u></u>	<u><u>1,205,099</u></u>
IT Services	824,677	16,000	840,677
Total IT Service Fund	<u><u>824,677</u></u>	<u><u>16,000</u></u>	<u><u>840,677</u></u>

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	7,121,392	-	7,121,392
Licenses & Permits	888,600	-	888,600
Intergovernmental Revenue	9,751,432	-	9,751,432
Charges for Services	641,273	13,540	654,813
Fines & Forfeitures	403,194	-	403,194
Miscellaneous Revenue	145,757	27,800	173,557
Transfers In	1,090,085	-	1,090,085
Total General Fund	<u><u>20,041,733</u></u>	<u><u>41,340</u></u>	<u><u>20,083,073</u></u>
Licenses & Permits	30,000	-	30,000
Miscellaneous Revenue	10,000	-	10,000
Transfers In	1,182,409	-	1,182,409
Total Affordable Housing Fund	<u><u>1,222,409</u></u>	<u><u>-</u></u>	<u><u>1,222,409</u></u>
Licenses & Permits	1,000	-	1,000
Miscellaneous Revenue	200	-	200
Total Parking Exactions	<u><u>1,200</u></u>	<u><u>-</u></u>	<u><u>1,200</u></u>
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	100	-	100
Total Park Exactions	<u><u>10,100</u></u>	<u><u>-</u></u>	<u><u>10,100</u></u>
Miscellaneous Revenue	210,860	-	210,860
Transfers In	300,000	-	300,000
Total Employee Housing Fund	<u><u>510,860</u></u>	<u><u>-</u></u>	<u><u>510,860</u></u>
Miscellaneous Revenue	70,600	-	70,600
Total Animal Care Fund	<u><u>70,600</u></u>	<u><u>-</u></u>	<u><u>70,600</u></u>
Taxes	731,603	-	731,603
Miscellaneous Revenue	200	-	200
Total Lodging Tax Fund	<u><u>731,803</u></u>	<u><u>-</u></u>	<u><u>731,803</u></u>
Contributions & Donations	27,200	-	27,200
Total Vertical Harvest Fund	<u><u>27,200</u></u>	<u><u>-</u></u>	<u><u>27,200</u></u>
Contributions & Donations	<u><u>52,752</u></u>	<u><u>-</u></u>	<u><u>52,752</u></u>
Total Snow King Snow Making Fund	<u><u>52,752</u></u>	<u><u>-</u></u>	<u><u>52,752</u></u>
Intergovernmental Revenue	4,385,326	-	4,385,326
Charges for Services	1,278,376	-	1,278,376
Miscellaneous Revenue	4,500	-	4,500
Transfers In	377,801	-	377,801
Total START Fund Revenues	<u><u>6,046,003</u></u>	<u><u>-</u></u>	<u><u>6,046,003</u></u>
Intergovernmental	1,928,424	-	1,928,424
Miscellaneous Revenue	27,200	-	27,200
Transfers In	3,151,006	-	3,151,006
Total Capital Projects Fund	<u><u>5,106,630</u></u>	<u><u>-</u></u>	<u><u>5,106,630</u></u>
Miscellaneous Revenue	1,100	-	1,100
Total 2006 SPET	<u><u>1,100</u></u>	<u><u>-</u></u>	<u><u>1,100</u></u>
Miscellaneous Revenue	<u><u>5,200</u></u>	<u><u>-</u></u>	<u><u>5,200</u></u>
Total 2010 SPET	<u><u>5,200</u></u>	<u><u>-</u></u>	<u><u>5,200</u></u>
Taxes	-	-	-
Miscellaneous	13,800	-	13,800
Total 2014 SPET	<u><u>13,800</u></u>	<u><u>-</u></u>	<u><u>13,800</u></u>
Taxes	2,154,000	-	2,154,000
Miscellaneous	30,000	-	30,000
Total 2016 SPET	<u><u>2,184,000</u></u>	<u><u>-</u></u>	<u><u>2,184,000</u></u>
Taxes	2,900,000	-	2,900,000
Miscellaneous	1,000	-	1,000
Total 2017 SPET	<u><u>2,901,000</u></u>	<u><u>-</u></u>	<u><u>2,901,000</u></u>

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Water Charges for Services	2,425,759	-	2,425,759
Water Miscellaneous	21,000	-	21,000
Sewage Charges for Services	3,632,069	-	3,632,069
Sewage Miscellaneous	20,000	-	20,000
Total Enterprise Funds	<u><u>6,098,828</u></u>	<u><u>-</u></u>	<u><u>6,098,828</u></u>
Charges for Services	2,507,117	-	2,507,117
Miscellaneous Revenue	2,500	-	2,500
Total Employee Insurance Fund	<u><u>2,509,617</u></u>	<u><u>-</u></u>	<u><u>2,509,617</u></u>
Charges for Services	1,981,120	-	1,981,120
Miscellaneous Revenue	500	-	500
Transfers In	-	150,000	150,000
Total Fleet Management Fund	<u><u>1,981,620</u></u>	<u><u>150,000</u></u>	<u><u>2,131,620</u></u>
Charges for Services	433,700	-	433,700
Miscellaneous Revenue	129,500	-	129,500
Total Central Equipment Fund	<u><u>563,200</u></u>	<u><u>-</u></u>	<u><u>563,200</u></u>
Charges for Services	680,757	-	680,757
Miscellaneous Revenue	200	-	200
Transfers In	-	-	-
Total IT Service Fund	<u><u>680,957</u></u>	<u><u>-</u></u>	<u><u>680,957</u></u>
CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(933,393)	(429,643)	(1,363,035)
Affordable Housing	15,000	-	15,000
Parking Exactions Fund	(43,800)	-	(43,800)
Park Exactions Fund	394	-	394
Employee Housing Fund	(400,337)	(21,984)	(422,321)
Vertical Harvest Fund	12,200	-	12,200
Snow Making Fund	200	-	200
Animal Care Fund	(27,900)	-	(27,900)
Lodging Tax Fund	-	-	-
Start Fund	(464,913)	(41,638)	(506,551)
Capital Projects	(870,657)	(184,773)	(1,055,430)
2006 SPET	(33,900)	-	(33,900)
2010 SPET	(1,520,401)	-	(1,520,401)
2014 SPET	(1,351,200)	-	(1,351,200)
2016 SPET	(5,294,268)	-	(5,294,268)
2017 SPET	-	-	-
Enterprise Funds	(2,272,549)	(31,540)	(2,304,089)
Employee Insurance Fund	201,317	-	201,317
Fleet Management Fund	48,498	120,000	168,498
Central Equipment Fund	(641,899)	-	(641,899)
IT Services Fund	(143,720)	(16,000)	(159,720)

PASSED, APPROVED, & ADOPTED this 18th day of June, 2018.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 18-14: A Resolution Adopting the Fiscal Year 2019 Town of Jackson Budget. Kelly Thompson and Larry Pardee made staff comment.

A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the resolution adopting fiscal year 2019 budget.

RESOLUTION 18-14: A RESOLUTION ADOPTING THE FISCAL YEAR 2019 BUDGET FOR THE TOWN OF JACKSON, WYOMING

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2019 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2019
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$ 7,422,068	\$ 3,325,647	\$ 12,970,780	\$ 10,739,646	\$ 2,698,119	\$ 37,156,259
Revenues:						
Taxes	7,659,985	829,638	-	-	-	8,489,623
Licenses & Permits	1,011,226	41,000	-	-	-	1,052,226
Intergovernmental	10,195,931	4,892,353	1,701,147	250,000	-	17,039,431
Charges for Services	639,501	1,320,619	-	5,020,602	5,999,319	12,980,041
Fines & Forfeitures	408,226	-	-	-	-	408,226
Miscellaneous Revenue	183,857	290,860	214,952	67,000	12,400	769,069
Total Revenues	20,098,726	7,374,470	1,916,099	5,337,602	6,011,719	40,738,616
Transfers In	1,071,518	1,882,465	3,381,697	-	295,812	6,631,492
Total Sources	21,170,244	9,256,935	5,297,796	5,337,602	6,307,531	47,370,108
Expenditures:						
General Government	4,184,418	234,655	45,000	-	3,660,149	8,124,222
Public Safety	7,588,207	25,000	441,690	-	232,470	8,287,367
Public Works	2,864,984	-	4,218,862	5,209,679	2,325,632	14,619,157
Health & Welfare	699,172	-	-	-	-	699,172
Community Development	257,325	320,701	-	-	-	578,026
Transit	-	6,862,284	250,000	-	-	7,112,284
Culture & Recreation	1,301,238	398,474	1,586,453	-	-	3,286,165
Pathways	-	84,600	287,500	-	-	372,100
Debt Service	-	-	52,552	108,220	-	160,772
General Unallocated	159,960	-	-	-	-	159,960
Total Expenditures	17,055,304	7,925,714	6,882,057	5,317,899	6,218,251	43,399,225
Transfers Out	3,917,398	436,110	1,295,812	982,172	-	6,631,492
Total Uses	20,972,702	8,361,824	8,177,869	6,300,071	6,218,251	50,030,717
Ending Fund Balance	\$ 7,619,610	\$ 4,220,758	\$ 10,090,707	\$ 9,777,177	\$ 2,787,399	\$ 34,495,650

BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2019.

General Fund	Capital Projects Funds
General Government	Capital Projects (5th cent)
Mayor & Town Council	\$ 305,725
Town Attorney	467,142
Municipal Judge	246,965
Administration	318,382
Town Clerk & Personnel	610,129
Finance	577,302
Information Technology	523,132
Planning	967,525
Town Hall Building	168,116
Public Safety	
Police	4,591,892
Fire/EMS (County)	1,726,235
Communications Center (County)	380,000
Victim Services	247,158
Animal Shelter/Control	259,253
Building Inspections	383,669
Public Works	
Public Works Administration	259,161
Streets	1,802,062
Town Engineer	463,988
Yard Operations	165,239
Parking Garage	97,583
Public Amenities	76,951
Health and Welfare	
Social Services	699,172
Community Development	
Community Promotion	257,325
Culture and Recreation	
Parks & Recreation (County)	1,202,148
Sports & Events Center	79,203
Memorial Park (Cemetery)	19,887
Unallocated	
Town-Wide Services & Insurance	159,960
Transfers Out	3,917,398
Total	<u>\$ 20,972,702</u>
Special Revenue Funds	Enterprise Funds
Affordable Housing	Water Utility
Community Development	\$ 285,701
Parking Exactions	
Community Development	35,000
Employee Housing	
General Government	234,655
Animal Care	
Public Safety	25,000
Transfers Out	35,000
Lodging Tax	
Culture and Recreation	398,474
Pathways	84,600
Transfers Out	346,764
START Bus System	
Administration	712,550
Operations	3,670,984
Capital Outlay	2,478,750
Transfers Out	54,346
Total	<u>\$ 8,361,824</u>
Internal Service Funds	
Employee Insurance	Employee Insurance
Fleet Management	Fleet Management
Central Equipment	Central Equipment
IT Services	IT Services
Total	Total
	<u>\$ 6,300,071</u>
	<u>\$ 6,218,251</u>

PASSED, APPROVED, & ADOPTED this 18th day of June, 2018.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Don Frank left the meeting at 9:11 P.M.

Matters from Mayor and Council.

Tyler Sinclair made comment that the June 25th Special Council Meeting moved from 1:00pm to 6:00pm for Districts 3-6 Zoning and July 2nd JIM was set to begin at 2:00pm for Housing Ordinances.

Jim Stanford made comment on Teton County's wildlife crossing item on their agenda tomorrow.

Pete Muldoon made comment on a meeting scheduled for 10:00 a.m. tomorrow that will provide information to neighbors on the Snow King Estates Water Project.

Town Manager's Report. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager's Report. The Town Manager's Report contained an update on sales and lodging tax, assistance in performing building inspections, public restroom cleaning, and providing a written notice of termination of the Agreement for Planning Services with Teton County. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:20 p.m.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: June 27, 2018

TOWN COUNCIL PROCEEDINGS

JUNE 25, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of Town Hall located at 150 East Pearl at 5:30 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Bob Lenz and Don Frank. Hailey Morton Levinson and Jim Stanford were absent.
STAFF: Tyler Sinclair, Paul Anthony, and Sandy Birdyshaw.

Executive Session. A motion was made by Bob Lenz and seconded by Don Frank to recess to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii), and to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting recessed at 5:31 PM and reconvened at 6:03 PM. The following were found to be present at 6:03 PM:

MAYOR: Pete Muldoon.
COUNCIL: Jim Stanford, Hailey Morton Levinson, Bob Lenz and Don Frank.
STAFF: Larry Pardee, Tyler Sinclair, Paul Anthony, Audrey Cohen-Davis, April Norton, and Sandy Birdyshaw.

Housing Department Rules and Regulations. April Norton made staff comment. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to read the ordinance by short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

ORDINANCE G

AN ORDINANCE ADDING A NEW TITLE 16 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING WITH A NEW CHAPTER 16.10 ENACTING THE TOWN OF JACKSON HOUSING RULES AND REGULATIONS; 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:

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance G on second reading. Mayor Muldoon called for the vote. The vote showed 3-2 in favor, with Lenz and Stanford opposed. The motion carried.

Districts 3-6 Zoning and Parking. Tyler Sinclair and Paul Anthony made staff comment on the rezoning of Districts 3 through 6.

Public comment was given by: Judd Grossman, Bruce Hawtin, Rob Ottway, Greg Miles, Dennis Lamb, Joanne Hoff, Jean Anderson, Barry Griest, Jeff Golightly, Doug Halsey, Diana Waycott, Simon Jones, Jean Anderson again, and Patty Ewing.

Discussion followed on staff's short list of modifications including: Upper Cache Creek Zoning, Nonconforming Single-Family Homes, Alley Access Standards, and Ten foot side setback, and Update of CR-3 Standards; and then on modifications suggested by the Council. The meeting recessed at 8:28 PM and reconvened at 8:40 PM.

Ordinances. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to read ordinances by short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

ORDINANCE I

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART), THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS, AND OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF JACKSON TO RE-NUMBER SECTIONS 2.2.2, 2.2.3, 2.2.4 and 2.2.5, TO ADD SECTIONS 2.2.2 THROUGH 2.2.9 AND 2.2.13, TO DELETE SECTIONS 2.3.4, 2.3.5, 2.3.6, 2.3.9, 2.3.11, 2.3.12, 2.3.14, 2.3.15, AND 2.3.16, TO AMEND SECTIONS 2.1.1, 2.1.2, 2.2.1.D.5, 4.4.1.G, 5.2.1.D, 5.3.1.B.2, 5.3.1.B.5, 5.3.2.D.3, 5.4.1.B,

5.5.3.C.1, 5.5.3.D, 5.5.4.C, 5.6.1.E.7.a, 5.8.1.A, 6.1.1.F, 6.4.3.A, 7.1.1, 7.2.1, 7.8.4.B.1, 8.2.2.B.1.b, 9.4.6.D, 9.4.8.J AND 9.5.P, TO REMOVE THE URBAN RESIDENTIAL (UR), AUTO-URBAN COMMERCIAL-TOWN (ACTOJ), AUTO-URBAN RESIDENTIAL-TOWN (AR-TOJ), BUSINESS PARK RESTRICTED USES (BP-R), BUSINESS CONSERVATION-TOWN (BC-TOJ), RESIDENTIAL BUSINESS (RB), NEIGHBORHOOD CONSERVATION-TOWN (NC-TOJ), NEIGHBORHOOD CONSERVATION-2-FAMILY (NC-2), AND SUBURBAN-TOWN (S-TOJ) LEGACY ZONES, AND TO ADD THE NL-1: NEIGHBORHOOD LOW DENSITY 1, NL-2: NEIGHBORHOOD LOW DENSITY 2, NL-3: NEIGHBORHOOD LOW DENSITY 3, NL-4: NEIGHBORHOOD LOW DENSITY 4, NL-5: NEIGHBORHOOD LOW DENSITY 5, NM-1: NEIGHBORHOOD MEDIUM DENSITY 1, NM-2: NEIGHBORHOOD MEDIUM DENSITY 2, NH-1: NEIGHBORHOOD HIGH DENSITY 1, AND CR-3: COMMERCIAL RESIDENTIAL 3 CHARACTER ZONES, TO IMPLEMENT CHARACTER DISTRICTS 3 THROUGH 6 OF THE JACKSON/TETON COUNTY COMPREHENSIVE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance I on first reading including the eight modifications made by Council during the hearing:

1. Allow Street and Alley access (NL-4, NL-5)
2. 5' side setback for structures less than 14' for residential zones
3. 5' rear setback for structures less than 14' for residential zones
4. Mini-storage allowed in CR-3 as basic use
5. Changes of clarifications identified by staff
6. NM-1, no ARU's with duplex unless the lot has a double frontage (Arne Jorgensen amendment)
7. NL-1 and NL-2, allow 500 square foot detached ARU's with 18,000 square foot lots
8. Changes of clarifications identified by staff as directed by Council

Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

ORDINANCE J

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO DELETE SECTIONS 4.4.2, 6.1.4.H, AND 7.1.3 AND DIVISION 7.3; TO AMEND SECTIONS 2.2.10.D, 2.2.11.D, 2.2.12.C.1, 2.2.12.D, 2.2.14.C.1, 2.2.14.D, 2.3.1.D, 2.3.2.D, 2.3.10.B.1, 2.3.10.C.1, 2.3.10.C.3, 2.3.10.D, 2.3.13.D, 3.3.1.D, 4.2.1.D, 4.2.2.D, 4.4.1.G, 4.4.1.H, 6.1.1.F, 6.2.2.A, 7.1.1, 9.3.2, 9.4.6, 9.5.L, 9.5.O AND 9.5.U OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO REMOVE THE LIVE/WORK USE AND THE PLANNED UNIT DEVELOPMENT - TOWN (PUD-TOJ) AND URBAN CLUSTER DEVELOPMENT (UCD) DEVELOPMENT OPTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance J on first reading including the eight modifications made by Council during the hearing:

1. Allow Street and Alley access (NL-4, NL-5)
2. 5' side setback for structures less than 14' for residential zones
3. 5' rear setback for structures less than 14' for residential zones
4. Mini-storage allowed in CR-3 as basic use
5. Changes of clarifications identified by staff
6. NM-1, no ARU's with duplex unless the lot has a double frontage (Arne Jorgensen amendment)
7. NL-1 and NL-2, allow 500 square foot detached ARU's with 18,000 square foot lots
8. Changes of clarifications identified by staff as directed by Council

Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

ORDINANCE K

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 1.9.2.B.1, 1.9.2.B.3.a, 1.9.3.B.1, 1.9.3.C, AND 1.9.3.D.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING A NONCONFORMING DETACHED SINGLE-FAMILY HOME, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance K on first reading including the eight modifications made by Council during the hearing:

1. Allow Street and Alley access (NL-4, NL-5)
2. 5' side setback for structures less than 14' for residential zones
3. 5' rear setback for structures less than 14' for residential zones
4. Mini-storage allowed in CR-3 as basic use
5. Changes of clarifications identified by staff
6. NM-1, no ARU's with duplex unless the lot has a double frontage (Arne Jorgensen amendment)
7. NL-1 and NL-2, allow 500 square foot detached ARU's with 18,000 square foot lots
8. Changes of clarifications identified by staff as directed by Council

Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn the Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 8:48 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: July 4, 2018

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
2	JACKSON CURBSIDE INC.	00025778	RECYCLING @ START	06/10/2018	360.00	360.00	06/28/2018
2	JACKSON CURBSIDE INC.	00025787	RECYCLING COLLECTION @ T	06/10/2018	375.00	375.00	06/28/2018
Total 2:					735.00	735.00	
5	CARQUEST AUTO PARTS INC.	6090-391422	DRIVEWAY CLEANER	06/06/2018	20.96	20.96	06/28/2018
5	CARQUEST AUTO PARTS INC.	6090-392268	SERP BELT-POLY RIB	06/13/2018	24.91	24.91	06/28/2018
5	CARQUEST AUTO PARTS INC.	6090-393079	HD FUEL FILTER	06/19/2018	18.58	18.58	06/28/2018
5	CARQUEST AUTO PARTS INC.	6090-393538	GATORBACK POLYV BELT	06/21/2018	132.72	132.72	06/28/2018
Total 5:					197.17	197.17	
36	IDAHO STATE TAX COMMISSION	062718	JUNE WITHHOLDINGS	06/27/2018	2,016.00	2,016.00	06/27/2018
Total 36:					2,016.00	2,016.00	
50	CMI - TECO	38542	BRAKE CHAMBER	05/29/2018	536.00	536.00	06/28/2018
50	CMI - TECO	38552	BRAKE CHAMBER	06/13/2018	337.28	337.28	06/28/2018
Total 50:					873.28	873.28	
51	ACE HARDWARE	510738	FSKRS CUTS MORE SCISSOR	06/20/2018	21.99	21.99	06/28/2018
51	ACE HARDWARE	599595	SPRY MARKING ORANGE 12OZ	04/04/2018	7.99	7.99	06/28/2018
51	ACE HARDWARE	601890	SELFTPQ ROOF SCREW, HEX	04/23/2018	19.03	19.03	06/28/2018
51	ACE HARDWARE	602485	MARKING PAINT WB BLU17OZ	04/26/2018	287.64	287.64	06/28/2018
51	ACE HARDWARE	602486	LED A15 E12 2PK, LED G25 270	04/26/2018	118.83	118.83	06/28/2018
51	ACE HARDWARE	603323	COMPLETE WTR FILTR SYSTE	05/02/2018	107.98	107.98	06/28/2018
51	ACE HARDWARE	606425	GALV TRASH CAN	05/23/2018	26.99	26.99	06/28/2018
51	ACE HARDWARE	606596	COUPLE GALV3/4" BARBXBARB	05/24/2018	6.98	6.98	06/28/2018
51	ACE HARDWARE	606612	HOSE BARB MENDR 1/2" LF	05/24/2018	10.98	10.98	06/28/2018
51	ACE HARDWARE	606643	PEX SWVL ADPT 1/2FPT	05/24/2018	3.99	3.99	06/28/2018
51	ACE HARDWARE	607460	STAPLES AND GORILLA TAPE	05/30/2018	33.95	33.95	06/28/2018
51	ACE HARDWARE	607505	RETURN: INCORRECT STAPLE	05/30/2018	11.99	11.99	06/28/2018
51	ACE HARDWARE	607917	CORNER BRACE FLAT, STRIP F	06/01/2018	14.47	14.47	06/28/2018
51	ACE HARDWARE	608792	PEX CLAMP, PEX PINCH CLAM	06/07/2018	16.48	16.48	06/28/2018
51	ACE HARDWARE	609442	MAGNET ROUND BASE	06/12/2018	26.94	26.94	06/28/2018
51	ACE HARDWARE	609913	HOSE FLEXOGEN, BUSH HEX	06/14/2018	40.97	40.97	06/28/2018
51	ACE HARDWARE	609963	FIXTURE JELLY, ACE LEDS	06/14/2018	61.94	61.94	06/28/2018
51	ACE HARDWARE	610348	XRP BATTERY, BLADE JIG SET	06/18/2018	144.98	144.98	06/28/2018
51	ACE HARDWARE	610352	BLADE JIG SET RETURN, BLAD	06/18/2018	3.00	3.00	06/28/2018
51	ACE HARDWARE	610361	KEYBLANK CORBIN, CHICAGO	06/18/2018	14.01	14.01	06/28/2018
51	ACE HARDWARE	610690	RUBBERIZED UNDERCOAT 18O	06/20/2018	24.96	24.96	06/28/2018
51	ACE HARDWARE	610917	GARDEN SPRAYER 2 GAL, ROU	06/21/2018	74.98	74.98	06/28/2018
51	ACE HARDWARE	611151	TAPE MEASURE,	06/22/2018	29.97	29.97	06/28/2018
51	ACE HARDWARE	611217	SCRAPR RAZOR 5BLADES ACE	06/22/2018	50.97	50.97	06/28/2018
51	ACE HARDWARE	611412	INSTALL BLINDS- KEN	06/25/2018	50.00	50.00	06/28/2018
51	ACE HARDWARE	611445	SRPY MARKING PNK ACE 17OZ	06/25/2018	15.98	15.98	06/28/2018
51	ACE HARDWARE	611487	TERM SPD INS 12-10G8-10SD	06/25/2018	2.99	2.99	06/28/2018
51	ACE HARDWARE	611724	LED FEIT A19 RED	06/26/2018	10.98	10.98	06/28/2018
51	ACE HARDWARE	611813	CLIP WIRE ROPE 3/4" GALV	06/27/2018	14.97	14.97	06/28/2018
51	ACE HARDWARE	611899	CAULK SILII WN/D CL10.1Z	06/27/2018	9.99	9.99	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 51:				1,266.92	1,266.92	
65	DELCON INC	18123	WORK ORDER #: 013868 GFI 20	05/31/2018	121.19	121.19	06/28/2018
65	DELCON INC	18137	LABOR AND ELECTRICAL MAT	05/31/2018	692.58	692.58	06/28/2018
	Total 65:				813.77	813.77	
78	A-CORE OF IDAHO INC.	288613	CORE DRILLING	06/11/2018	1,720.00	.00	
78	A-CORE OF IDAHO INC.	288614	CORE DRILLING - CONCRETE S	06/19/2018	1,790.00	.00	
	Total 78:				3,510.00	.00	
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	122.56	122.56	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	175.29	175.29	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	145.55	145.55	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	135.44	135.44	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	69.14	69.14	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	204.98	204.98	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	11.49	11.49	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	.01	.01	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	196.47	196.47	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	144.98	144.98	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	1,982.14	1,982.14	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	65.35	65.35	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	82.23	82.23	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	82.23	82.23	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	114.97	114.97	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	137.01	137.01	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	353.84	353.84	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	53.43	53.43	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	609.28	609.28	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	136.57	136.57	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	133.23	133.23	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	108.28	108.28	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	210.82	210.82	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	100.16	100.16	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	1,191.75	1,191.75	06/27/2018
79	WYOMING DEPARTMENT OF E	062718	2nd QTR SUTA	06/27/2018	235.47	235.47	06/27/2018
	Total 79:				6,802.67	6,802.67	
88	AIRGAS INTERMOUNTAIN INC.	9076336040	MAXIFLEX ELITE XL KNT NYLN	05/18/2018	39.72	39.72	06/28/2018
88	AIRGAS INTERMOUNTAIN INC.	9076388387	MAXIFLEX ELITE XL KNT NYLN	05/23/2018	36.24	36.24	06/28/2018
88	AIRGAS INTERMOUNTAIN INC.	9076611860	DC FLP 4	05/29/2018	58.60	58.60	06/28/2018
88	AIRGAS INTERMOUNTAIN INC.	9953912619	RENT CYL IND LARGE ACETYL	05/31/2018	100.92	100.92	06/28/2018
	Total 88:				235.48	235.48	
96	HIGH COUNTRY LINEN	0061616-00	BUILDING MAINT @ TOJ HOME	04/09/2018	17.81	17.81	06/28/2018
96	HIGH COUNTRY LINEN	0063397-00	BUILDING MAINT @ TOJ HOME	04/23/2018	17.81	17.81	06/28/2018
96	HIGH COUNTRY LINEN	0065350-00	BUILDING MAINT @ TOJ HOME	05/07/2018	17.81	17.81	06/28/2018
96	HIGH COUNTRY LINEN	0067599-00	BUILDING MAINT @ TOJ HOME	05/21/2018	17.81	17.81	06/28/2018
96	HIGH COUNTRY LINEN	0068107	MATS @ START	05/23/2018	241.80	241.80	06/28/2018
96	HIGH COUNTRY LINEN	0072110	UNIFORMS: WATER	06/14/2018	36.37	36.37	06/28/2018
96	HIGH COUNTRY LINEN	0072110	UNIFORMS: STREET	06/14/2018	65.48	65.48	06/28/2018
96	HIGH COUNTRY LINEN	0072110	UNIFORMS: FLEET	06/14/2018	38.80	38.80	06/28/2018
96	HIGH COUNTRY LINEN	0072110	UNIFORMS: WWTP	06/14/2018	24.25	24.25	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0072110	BUILDING MAINT @ PW	06/14/2018	26.00	26.00	06/28/2018
96	HIGH COUNTRY LINEN	0072110	UNIFORMS: ADMIN	06/14/2018	9.70	9.70	06/28/2018
96	HIGH COUNTRY LINEN	0072110	UNIFORMS: SEWER	06/14/2018	19.40	19.40	06/28/2018
96	HIGH COUNTRY LINEN	0073012	MATS @ TOWN HALL	06/19/2018	215.50	215.50	06/28/2018
96	HIGH COUNTRY LINEN	0073209	MATS @ SHELTER	06/20/2018	61.93	61.93	06/28/2018
96	HIGH COUNTRY LINEN	0073214	BUILDING MAINT @ WWTP	06/20/2018	83.37	83.37	06/28/2018
96	HIGH COUNTRY LINEN	0073313	MATS @ START	06/20/2018	241.80	241.80	06/28/2018
96	HIGH COUNTRY LINEN	0073499	UNIFORMS: STREET	06/21/2018	65.48	65.48	06/28/2018
96	HIGH COUNTRY LINEN	0073499	UNIFORMS: FLEET	06/21/2018	38.80	38.80	06/28/2018
96	HIGH COUNTRY LINEN	0073499	UNIFORMS: WWTP	06/21/2018	24.25	24.25	06/28/2018
96	HIGH COUNTRY LINEN	0073499	BUILDING MAINT @ PW	06/21/2018	59.05	59.05	06/28/2018
96	HIGH COUNTRY LINEN	0073499	UNIFORMS: ADMIN	06/21/2018	9.70	9.70	06/28/2018
96	HIGH COUNTRY LINEN	0073499	UNIFORMS: SEWER	06/21/2018	19.40	19.40	06/28/2018
96	HIGH COUNTRY LINEN	0073499	UNIFORMS: WATER	06/21/2018	36.37	36.37	06/28/2018
96	HIGH COUNTRY LINEN	S0069629	SUPPLIES FOR START	05/31/2018	283.85	283.85	06/28/2018
96	HIGH COUNTRY LINEN	S0071167	TABLES CLOTHS & NAPKINS B	06/08/2018	283.00	283.00	06/28/2018
96	HIGH COUNTRY LINEN	S0072555	BUILDING MAINT @ PW	06/15/2018	53.45	53.45	06/28/2018
96	HIGH COUNTRY LINEN	S0073104	SUPPLIES FOR TOWN HALL	06/19/2018	386.45	386.45	06/28/2018
96	HIGH COUNTRY LINEN	S0074228	SUPPLIES FOR TOWN HALL	06/25/2018	148.56	148.56	06/28/2018
Total 96:					2,544.00	2,544.00	
106	INTERSTATE BATTERY	22239858	(6) SRM-29, RETRUN (2) GC2 E	06/04/2018	505.80	505.80	06/28/2018
106	INTERSTATE BATTERY	22239939	(1) SRM-24	06/11/2018	86.95	86.95	06/28/2018
106	INTERSTATE BATTERY	22240025	(1) MTP-48/H6, (1) SRM-24	06/18/2018	208.90	208.90	06/28/2018
Total 106:					801.65	801.65	
114	JACKSON LUMBER INC	00354917-001	TITEN THREADED ANCHOR BO	06/19/2018	54.84	54.84	06/28/2018
Total 114:					54.84	54.84	
115	JACKSON PAINT AND GLASS, INC	I106391	LATCH ASSB, LABOR	05/03/2018	220.86	220.86	06/28/2018
Total 115:					220.86	220.86	
131	JACKSON HOLE NEWS & GUID	280062	AD#346669	06/13/2018	192.00	192.00	06/28/2018
131	JACKSON HOLE NEWS & GUID	280063	AD#348057	06/13/2018	364.80	364.80	06/28/2018
131	JACKSON HOLE NEWS & GUID	280190	AD#348613	06/03/2018	246.45	246.45	06/28/2018
131	JACKSON HOLE NEWS & GUID	280191	AD#348150	06/13/2018	211.20	211.20	06/28/2018
131	JACKSON HOLE NEWS & GUID	280192	AD#348614	06/13/2018	540.60	540.60	06/28/2018
131	JACKSON HOLE NEWS & GUID	280272	AD#347701	06/13/2018	329.00	329.00	06/28/2018
131	JACKSON HOLE NEWS & GUID	280273	AD#248617	06/13/2018	27.83	27.83	06/28/2018
131	JACKSON HOLE NEWS & GUID	280541	AD#347836- 2018 PEARL ST OV	06/20/2018	83.49	83.49	06/28/2018
131	JACKSON HOLE NEWS & GUID	280541	AD#348615- 2018 FALL STREET	06/20/2018	166.96	166.96	06/28/2018
131	JACKSON HOLE NEWS & GUID	280547	AD#348685	06/20/2018	329.00	329.00	06/28/2018
Total 131:					2,491.33	2,491.33	
139	JORGENSEN ASSOCIATES, PC	40941	PROJ: 17413 TOJ/SNOW KING E	05/25/2018	79.09	79.09	06/28/2018
139	JORGENSEN ASSOCIATES, PC	40991	PROJ: 16101- TOJ/WY 22 WATE	05/28/2018	3,656.83	3,656.83	06/28/2018
139	JORGENSEN ASSOCIATES, PC	41010	PROJ: 17413 TOJ/SNOW KING E	05/29/2018	1,540.00	1,540.00	06/28/2018
139	JORGENSEN ASSOCIATES, PC	41072	PROJ: 08013 JACKSON HOLE AI	06/11/2018	1,954.96	1,954.96	06/28/2018
Total 139:					7,230.88	7,230.88	
154	THE CHILDREN'S LEARNING C	062618	RELEASE BOND 105 MERCEILL	06/26/2018	24,000.00	24,000.00	06/26/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 154:				24,000.00	24,000.00	
156	LOWER VALLEY ENERGY INC	92050-049 041	92050-019 0418 waste water treat	05/31/2018	9,467.50	9,467.50	06/18/2018
156	LOWER VALLEY ENERGY INC	92050-355- 05/	92050-355: S CACHE LIGHTING	06/20/2018	46.69	46.69	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-356- 05/	92050-356: KARNS MEADOW ST	06/20/2018	764.33	764.33	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-359- 05/	92050-359: MILLER PARK PARKI	06/11/2018	56.06	56.06	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-360- 05/	92050-360: 1035 W BRAODWAY	06/20/2018	16.24	16.24	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-361- 05/	92050-361: 625 W BROADWAY	06/11/2018	24.45	24.45	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-362: 05/	92050-362: STELLARIA LN/ S H	06/20/2018	19.29	19.29	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-369- 05/	92050-369: 1195 S HWY 89 S/O	06/11/2018	9.38	9.38	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-332: N GLENWOOD MCC	06/11/2018	27.49	27.49	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-335: N CACHE & N GLEN	06/11/2018	9.34	9.34	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-342: 25 S REDMIN ST LIG	06/11/2018	29.36	29.36	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-353: W DELONEY ST FO	06/11/2018	67.94	67.94	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-358: 650 W BRDY PATHW	06/11/2018	60.26	60.26	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-039: ST LT LOTS 90, 91	06/11/2018	19.73-	19.73-	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-082: EAST STORAGE BL	06/11/2018	6.34	6.34	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-092: 3150 ADAMS CANYO	06/11/2018	135.50	135.50	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-094: SNOW KING AVE W	06/11/2018	6.34	6.34	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-111: PEARL/WILLOW ST	06/11/2018	17.41	17.41	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-115: 55 KARNS MEADOW	06/11/2018	14.31	14.31	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-128: SKA MAINTANCE AR	06/11/2018	14.31	14.31	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-054: CITY WELL ELK REF	06/11/2018	28.77	28.77	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-055: CITY WELL ELK REF	06/11/2018	13.07	13.07	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-056: CITY WELL ELK REF	06/11/2018	10.83	10.83	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-059: POLICE GARAGE	06/11/2018	33.25	33.25	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-060: SOUTH GARAGE	06/11/2018	93.81	93.81	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-061: PUBLIC WORKS	06/11/2018	370.21	370.21	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-040: ST LT LOTS 90, 91	06/11/2018	19.73	19.73	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-041: ST LT LOTS 99, 101	06/11/2018	16.24	16.24	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-043: ST LT LOTS 68, 69	06/11/2018	16.24	16.24	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-044: SNOW KING ESTAT	06/11/2018	177.83	177.83	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-052: WELLS TOWN OF JA	06/11/2018	17.47	17.47	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-053: WELLS #2 	06/11/2018	3,812.76	3,812.76	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOTS 88, 89	06/11/2018	18.25	18.25	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOTS 80, 81	06/11/2018	17.86	17.86	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT COTTONWO	06/11/2018	18.18	18.18	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-036: ST LT LOTS 12, 13	06/11/2018	16.24	16.24	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-039: ST LT LOTS 86, 87	06/11/2018	18.31	18.31	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-039: ST LT LOTS 90, 91	06/11/2018	19.73	19.73	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-024: SEWER LIFT PUMP	06/11/2018	17.66	17.66	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-026: 450 SNOW KING AV	06/11/2018	96.38	96.38	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOTS 20, 21	06/11/2018	18.31	18.31	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOTS 26, 27	06/11/2018	17.99	17.99	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOTS 95, 96	06/11/2018	17.92	17.92	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOTS 38, 39	06/11/2018	17.92	17.92	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-003: ASPEN HIGHLAND P	06/11/2018	230.83	230.83	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-008: CEMETARY	06/11/2018	35.58	35.58	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-014: HEAT TAPE	06/11/2018	96.26	96.26	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-018: JBP SEWER LIFT PU	06/11/2018	21.02	21.02	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-019: LIFT PUMP COTTON	06/11/2018	51.99	51.99	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-023: RANGEVIEW ST LT	06/11/2018	18.31	18.31	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-091: 665 FLAT CREEK DR	06/11/2018	16.24	16.24	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-002: ANIMAL SHELTER	06/11/2018	245.25	245.25	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:89	92050-140-352: MULTIPLE STRE	06/11/2018	2,216.94	2,216.94	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-005: CACHE KUDAR LIGH	06/20/2018	45.39	45.39	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-006: CACHE ST N LIGHTI	06/20/2018	27.75	27.75	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-010: ELY SPRINGS RD FI	06/20/2018	4,938.11	4,938.11	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-016: HOME RANCH LIGH	06/20/2018	26.91	26.91	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-020: PATHWAY TUNNEL	06/20/2018	56.06	56.06	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-126: LIFT STATION B SP	06/20/2018	22.05	22.05	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-341: HOME RANCH REST	06/20/2018	23.16	23.16	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-127: LIFT STATION A MAI	06/20/2018	144.89	144.89	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-130: 3 CRK STREET LIGH	06/20/2018	21.92	21.92	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-132: PARKING GARAGE	06/20/2018	565.55	565.55	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-134: PARKING GARAGE	06/20/2018	29.89	29.89	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-334: JOSEPHINE LOOP L	06/20/2018	76.09	76.09	06/28/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-336: HIDDEN RANCH PAT	06/20/2018	29.94	29.94	06/28/2018
Total 156:					24,617.90	24,617.90	
257	NAPA AUTO PARTS INC.	779886	NAPA OIL FILTER	06/01/2018	4.22	4.22	06/28/2018
257	NAPA AUTO PARTS INC.	780555	SOLENOID	06/05/2018	659.90	659.90	06/28/2018
257	NAPA AUTO PARTS INC.	780609	CREDIT: RETURN NAPA OIL FIL	06/05/2018	4.22-	4.22-	06/28/2018
257	NAPA AUTO PARTS INC.	782543	NAPAGOLD OIL FILTERS	06/13/2018	17.84	17.84	06/28/2018
257	NAPA AUTO PARTS INC.	782581	NAPAGOLD OIL FILTER, AIR FIL	06/13/2018	114.63	114.63	06/28/2018
257	NAPA AUTO PARTS INC.	783079	EVOLUTION BLADE, 24" & 16" E	06/15/2018	57.13	57.13	06/28/2018
257	NAPA AUTO PARTS INC.	784289	BRAKE PADS AND BRAKE ROT	06/21/2018	90.48	90.48	06/28/2018
257	NAPA AUTO PARTS INC.	784332	BRAKE PADS REAR, BRAKE RO	06/21/2018	113.30	113.30	06/28/2018
257	NAPA AUTO PARTS INC.	785076	HALOGEN LAMP, 3M TN HEADL	06/25/2018	52.00	52.00	06/28/2018
257	NAPA AUTO PARTS INC.	785087	LAMP	06/25/2018	7.30	7.30	06/28/2018
Total 257:					1,112.58	1,112.58	
268	TETON MOTORS INC	5085952	SEAT BELT	05/29/2018	143.55	143.55	06/28/2018
268	TETON MOTORS INC	5086099	PAD KIT, ROTOR	06/07/2018	312.20	312.20	06/28/2018
Total 268:					455.75	455.75	
277	JENSEN, ALAN E	062718	K-9 CERTIFICATION INSTRUCT	06/27/2018	1,300.00	1,300.00	06/28/2018
Total 277:					1,300.00	1,300.00	
298	TETON YOUTH & FAMILY SERV	062818	4TH QUARTER PAYMENT	06/28/2018	40,500.00	40,500.00	06/28/2018
Total 298:					40,500.00	40,500.00	
328	842-NCPERS GROUP WYOMIN	842718	PAYROLL DEDUCTIONS	06/28/2018	80.00	80.00	06/27/2018
Total 328:					80.00	80.00	
329	WYOMING RETIREMENT SYST	158815	JUNE CONTRIBUTIONS	06/26/2018	25,659.54	25,659.54	06/27/2018
329	WYOMING RETIREMENT SYST	158816	JUNE CONTRIBUTIONS	06/26/2018	33,417.98	33,417.98	06/27/2018
329	WYOMING RETIREMENT SYST	158817	JUNE CONTRIBUTIONS	06/26/2018	31,273.83	31,273.83	06/27/2018
Total 329:					90,351.35	90,351.35	
463	ANIMAL CARE CLINIC OF JACK	625922851	ANIMAL CARE	06/19/2018	127.84	127.84	06/28/2018
Total 463:					127.84	127.84	
472	WHITE GLOVE CLEANING, INC.	34918	CLEAN SHELTERS JUNE	06/19/2018	1,202.00	1,202.00	06/28/2018
472	WHITE GLOVE CLEANING, INC.	34918	CLEAN TRASH CANS JUNE	06/19/2018	131.13	131.13	06/28/2018
472	WHITE GLOVE CLEANING, INC.	34926	CARPET CLEANING @ 145 W H	06/20/2018	188.10	188.10	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 472:				1,521.23	1,521.23	
502	ELECTRICAL WHSLE SUPPLY C	S4446751.001	10KVA 100VA TFMR	04/13/2018	194.19	194.19	06/28/2018
502	ELECTRICAL WHSLE SUPPLY C	S4453554.001	100VA TRANSFORMER, 120V-2	05/03/2018	228.01	228.01	06/28/2018
502	ELECTRICAL WHSLE SUPPLY C	S4487309-001	BUTTCOCONN	06/25/2018	18.45	18.45	06/28/2018
	Total 502:				440.65	440.65	
503	HUNT CONSTRUCTION INC	7863	CRACK REPAIR @ CACHE CRE	06/25/2018	5,892.50	5,892.50	06/28/2018
	Total 503:				5,892.50	5,892.50	
506	NORTH PARK TRANSPORTATI	36044668	SHIPPING FOR PLT CUTTING E	02/08/2018	308.69	308.69	06/28/2018
	Total 506:				308.69	308.69	
660	AMERICAN PUMP COMPANY	029709	DIP AND BAKE 10HP, MOTOR B	06/21/2018	368.50	368.50	06/28/2018
	Total 660:				368.50	368.50	
671	LINCOLN NATIONAL LIFE	3701897263	107391 PREMIUM	06/20/2018	1,083.29	1,083.29	06/27/2018
	Total 671:				1,083.29	1,083.29	
706	USA BLUE BOOK	553890	HYDRANT ADAPTER, FIRE HOS	04/24/2018	137.96	137.96	06/28/2018
706	USA BLUE BOOK	592407	MILLER AIR CORE HARNESS	06/07/2018	299.02	299.02	06/28/2018
	Total 706:				436.98	436.98	
756	FREDERICK LANDSCAPING	1175	SOF, LABOR FORSTELLARIA L	06/19/2018	2,030.01	2,030.01	06/28/2018
	Total 756:				2,030.01	2,030.01	
831	RST SAND & GRAVEL	16233	TOPSOIL SCREENED, FUEL SU	06/22/2018	532.42	532.42	06/28/2018
	Total 831:				532.42	532.42	
1054	SUNRISE ENVIRONMENTAL	86475	MEGA LUBE	05/09/2018	267.14	267.14	06/28/2018
1054	SUNRISE ENVIRONMENTAL	86475	MEGA LUBE	05/09/2018	267.14-	267.14-	06/28/2018
1054	SUNRISE ENVIRONMENTAL	86475	MEGA LUBE	05/09/2018	267.14	267.14	06/28/2018
1054	SUNRISE ENVIRONMENTAL	87541	STAY SLICK FG, KRYSTAL ICE	06/12/2018	371.28	371.28	06/28/2018
1054	SUNRISE ENVIRONMENTAL	87544	GLIDE	06/12/2018	219.58	219.58	06/28/2018
1054	SUNRISE ENVIRONMENTAL	87577	ENVIRO-SOLVE	06/13/2018	1,920.23	1,920.23	06/28/2018
	Total 1054:				2,778.23	2,778.23	
1134	ENERGY LABORATORIES INC.	162418	WO: C18060171-001- ANALYSIS	06/18/2018	202.00	202.00	06/28/2018
	Total 1134:				202.00	202.00	
1165	GRAFIX SHOPPE INC.	121541	DECALS	06/13/2018	50.37	50.37	06/28/2018
	Total 1165:				50.37	50.37	
1355	TETON COUNTY TRANSFER ST	372835	TRASH	06/08/2018	8.00	8.00	06/28/2018
1355	TETON COUNTY TRANSFER ST	373363	DIM/LUMBER	06/12/2018	62.00	62.00	06/28/2018
1355	TETON COUNTY TRANSFER ST	374028	DIM/LUMBER	06/16/2018	46.00	46.00	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1355	TETON COUNTY TRANSFER ST	374504	YARD WASTE, MINIUM FEE	06/20/2018	5.00	5.00	06/28/2018
	Total 1355:				121.00	121.00	
1358	WAMCAT	062118	MEMBERSHIP DUES ROXANNE	06/21/2018	130.00	130.00	06/28/2018
1358	WAMCAT	062118	MEMBERSHIP DUES KELLY	06/21/2018	65.00	65.00	06/28/2018
	Total 1358:				195.00	195.00	
1430	ROBINSON, ROXANNE DEVRIE	061518	TRAVEL EXPENSES WAM	06/15/2018	15.00	15.00	06/28/2018
	Total 1430:				15.00	15.00	
1783	AT&T	287272169264	START CELL PHONES	05/02/2018	198.85	198.85	06/28/2018
1783	AT&T	287272169264	BIKE SHARE	05/02/2018	45.69	45.69	06/28/2018
	Total 1783:				244.54	244.54	
1949	VERIZON WIRELESS	9809170903	690-7868	06/15/2018	36.37	36.37	06/28/2018
1949	VERIZON WIRELESS	9809170903	699-2277	06/15/2018	46.21	46.21	06/28/2018
	Total 1949:				82.58	82.58	
2149	LEXISNEXIS MATTHEW BENDE	02651424	COURT RULES	06/05/2018	168.10	168.10	06/28/2018
	Total 2149:				168.10	168.10	
2213	ALPHAGRAPHICS BOZEMAN	11140011	START BUS SIGNAGE	05/22/2018	974.95	974.95	06/28/2018
2213	ALPHAGRAPHICS BOZEMAN	11151011	START BUS SIGNAGE	05/22/2018	494.31	494.31	06/28/2018
2213	ALPHAGRAPHICS BOZEMAN	11286011	NO PARKING SIGNS	06/06/2018	619.14	619.14	06/28/2018
2213	ALPHAGRAPHICS BOZEMAN	11420011	START BUS SIGNAGE	06/15/2018	974.14	974.14	06/28/2018
	Total 2213:				3,062.54	3,062.54	
2269	AFLAC	189992	ACCOUNT #y9599	06/25/2018	3,525.33	3,525.33	06/27/2018
	Total 2269:				3,525.33	3,525.33	
2362	TETON COUNTY PUBLIC HEAL	18-2700	S. STEPHENS: HEP VACCINE A	06/08/2018	218.00	218.00	06/28/2018
	Total 2362:				218.00	218.00	
2458	AMERIGAS	3079397175	PROPANE FOR MIDDLE TANK:	06/07/2018	627.94	627.94	06/28/2018
	Total 2458:				627.94	627.94	
2485	KENWORTH SALES COMPANY	IDFIN2863131	SEAL-OIL BATH NATIONAL	06/11/2018	167.04	167.04	06/28/2018
	Total 2485:				167.04	167.04	
2597	RUSCHILL, RUSSELL	061918	REIMBURSE FOR TRAVEL	06/19/2018	78.20	78.20	06/28/2018
	Total 2597:				78.20	78.20	
2669	SAFETY-KLEEN SYSTEMS, INC.	76921623	30G PARTS WASHER SERVICE-	06/11/2018	289.23	289.23	06/28/2018
	Total 2669:				289.23	289.23	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2727	MCLAURIN, BOB	062818	TRAVEL EXPENSES	06/28/2018	688.00	688.00	06/28/2018
	Total 2727:				688.00	688.00	
2795	CANVAS UNLIMITED	931-4	TABLES FOR BOB'S PARTY	06/08/2018	190.00	190.00	06/28/2018
	Total 2795:				190.00	190.00	
2802	WESTWOOD CURTIS	14-175-03 #8	PROJ: GMP AMENDMENT #4 W	06/08/2018	637,209.76	637,209.76	06/28/2018
2802	WESTWOOD CURTIS	17-010-2	PROJ: 18-10 TOJ- SNOW KING	06/25/2018	221,408.43	221,408.43	06/28/2018
	Total 2802:				858,618.19	858,618.19	
2842	YELLOW IRON EXCAVATION, L	28239	TRASH REMOVAL @ SHELTER	05/31/2018	120.00	120.00	06/28/2018
2842	YELLOW IRON EXCAVATION, L	28242	TRASH REMOVAL AT START	05/31/2018	200.00	200.00	06/28/2018
	Total 2842:				320.00	320.00	
3006	PORTIS GROUP,LLC	7592	SUMMER BUS SHELTER POST	05/31/2018	310.00	310.00	06/28/2018
3006	PORTIS GROUP,LLC	7593	SUMMER SCHEDULE	05/31/2018	535.00	535.00	06/28/2018
	Total 3006:				845.00	845.00	
3070	VALLEY WEST ENGINEERING,	1329	PROJ: SMITH-SIMON SEWER S	05/24/2018	6,396.24	6,396.24	06/28/2018
3070	VALLEY WEST ENGINEERING,	1330	PROJ: JACKSON STREET- BILLI	05/24/2018	1,818.01	1,818.01	06/28/2018
3070	VALLEY WEST ENGINEERING,	1345	PROJ: SMITH-SIMON SEWER S	06/25/2018	1,591.74	1,591.74	06/28/2018
3070	VALLEY WEST ENGINEERING,	1345	PROJ: SMITH-SIMON SEWER S	06/25/2018	895.63	895.63	06/28/2018
	Total 3070:				10,701.62	10,701.62	
3134	HUTCHINSON, HAL	062618	REIMBURSE FOR TRAVEL EXP	06/26/2018	360.38	360.38	06/28/2018
	Total 3134:				360.38	360.38	
3162	TETON TRASH REMOVAL, INC.	370446	15 CUBIC YARD ROLL OFF - TO	05/22/2018	299.00	299.00	06/28/2018
3162	TETON TRASH REMOVAL, INC.	370458	15 CUBIC YARD ROLL OFF - TO	05/23/2018	302.00	302.00	06/28/2018
	Total 3162:				601.00	601.00	
3303	BRISTOL, JAMES	6204	ENVELOPES	06/11/2018	420.00	420.00	06/28/2018
	Total 3303:				420.00	420.00	
3407	INTERMOUNTAIN SWEEPER C	105852	DUMP SWITCH-SEALED, FRT	06/07/2018	192.36	192.36	06/28/2018
3407	INTERMOUNTAIN SWEEPER C	105908	SINGLE CONTROL VALVE	06/12/2018	472.21	472.21	06/28/2018
	Total 3407:				664.57	664.57	
3408	E.R. OFFICE EXPRESS	09418	PENS	06/11/2018	299.99	299.99	06/28/2018
3408	E.R. OFFICE EXPRESS	09432	LABELS & TICKET HOLDERS	06/12/2018	212.02	212.02	06/28/2018
3408	E.R. OFFICE EXPRESS	09442	PAPER	06/14/2018	74.99	74.99	06/28/2018
3408	E.R. OFFICE EXPRESS	09463	TZE STANDARD ADHESIVE LA	06/14/2018	84.12	84.12	06/28/2018
3408	E.R. OFFICE EXPRESS	09502	STAMPS	06/18/2018	127.98	127.98	06/28/2018
3408	E.R. OFFICE EXPRESS	09550	CD ENVELOPSES AND CD'S	06/22/2018	110.00	110.00	06/28/2018
3408	E.R. OFFICE EXPRESS	09555	PAPER	06/22/2018	82.52	82.52	06/28/2018
	Total 3408:				991.62	991.62	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3507	ZIEM, JOHNNY	253648	DOT PHYSICAL REIMBURSTME	06/22/2018	90.00	90.00	06/28/2018
	Total 3507:				90.00	90.00	
3521	FRIENDS OF PATHWAYS	1140	MOU START BIKE OPERATION	06/26/2018	27,735.00	27,735.00	06/28/2018
	Total 3521:				27,735.00	27,735.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	06/09/2018	37.13	37.13	06/28/2018
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	06/16/2018	22.40	22.40	06/28/2018
	Total 3527:				59.53	59.53	
3596	ADVANCED GLASS TRIM, LLC	19315	WINDSHIELD #4050- 2013 FOR	06/06/2018	280.00	280.00	06/28/2018
	Total 3596:				280.00	280.00	
3619	WY CHILD SUPPORT ENFORCE	062018	case #209790 GALLEGHER	06/20/2018	146.76	146.76	06/20/2018
	Total 3619:				146.76	146.76	
3713	COHEN-DAVIS, AUDREY	062818	REIMBURSE FOR LUNCH	06/28/2018	119.66	119.66	06/28/2018
	Total 3713:				119.66	119.66	
3837	EASTMAN EXCAVATION	1563	ELLINGWOOD TREE PROJECT	06/15/2018	12,846.60	12,846.60	06/28/2018
	Total 3837:				12,846.60	12,846.60	
3876	FITZGERALD, TODD	1178	CUT DOWN STUMP OF GOLDE	06/20/2018	355.00	355.00	06/28/2018
	Total 3876:				355.00	355.00	
3932	MILLER SANITATION	11608	CITY CANS 74/DAY EXTRA 1 DA	06/15/2018	8,288.00	8,288.00	06/28/2018
3932	MILLER SANITATION	11609	START ROUTE 10 CANS- JULY	06/15/2018	455.00	455.00	06/28/2018
	Total 3932:				8,743.00	8,743.00	
3955	THOMSON WEST	838289321	WEST GROUP WESTLAW CHA	06/01/2018	748.90	748.90	06/28/2018
3955	THOMSON WEST	838289321	WEST GROUP WESTLAW CHA	06/01/2018	350.45	350.45	06/28/2018
3955	THOMSON WEST	838371553	LIBRARY PLAN CHANGES	06/04/2018	42.06	42.06	06/28/2018
	Total 3955:				1,141.41	1,141.41	
4044	IDAHO FALLS PETERBILT	480918	2XL ORANGE & LX ORANGE	06/12/2018	15.28	15.28	06/28/2018
	Total 4044:				15.28	15.28	
4046	TIMBERLINE CONCRETE	2692	4000PSI, FIBER MESH, DELIVE	06/05/2018	1,119.00	1,119.00	06/28/2018
	Total 4046:				1,119.00	1,119.00	
4088	C.M. OWEN CONSTRUCTION, L	18401-1	PROJ: 18401 TOJ 2018 SPRING	06/18/2018	117,748.03	117,748.03	06/28/2018
	Total 4088:				117,748.03	117,748.03	
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	376.21	376.21	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	29.82	29.82	06/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	310.32	310.32	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	63.68	63.68	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	64.21	64.21	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	541.27	541.27	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	64.45	64.45	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	13.12	13.12	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	432.60	432.60	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	444.26	444.26	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	168.16	168.16	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	2,114.29	2,114.29	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	197.62	197.62	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	64.45	64.45	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	233.37	233.37	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	228.01	228.01	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	393.26	393.26	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	603.44	603.44	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	189.80	189.80	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	747.83	747.83	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	605.50	605.50	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	262.27	262.27	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	408.11	408.11	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	457.06	457.06	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	219.25	219.25	06/27/2018
4139	WY WORKERS' SAFETY & COM	062718	JULY PREMIUM	06/27/2018	2,524.45	2,524.45	06/27/2018
Total 4139:					11,756.81	11,756.81	
4212	GILLIG LLC	40469829	NUT HEX LOCK, WASHER IN FL	06/19/2018	3,537.52	3,537.52	06/28/2018
4212	GILLIG LLC	5042310	FRONT AIR APRING	06/07/2018	896.04	896.04	06/28/2018
Total 4212:					4,433.56	4,433.56	
4292	Commercial Tire-ID Falls	110568	265/70R17 DISC AT3 115T OWL	06/04/2018	1,697.92	1,697.92	06/28/2018
Total 4292:					1,697.92	1,697.92	
4311	ELEAVEN FOOD COMPANY	12693	LUNCH @ MARRIOTT	06/14/2018	586.50	586.50	06/28/2018
Total 4311:					586.50	586.50	
4320	WARNER TRUCK CENTER	X101180082:0	HYD PUMP GASKET	05/30/2018	36.26	36.26	06/28/2018
4320	WARNER TRUCK CENTER	X101180127:0	1 CYL AIR COMPRESSOR	05/30/2018	1,359.94	1,359.94	06/28/2018
4320	WARNER TRUCK CENTER	X101185490:0	CAP FILLER	06/18/2018	12.12	12.12	06/28/2018
4320	WARNER TRUCK CENTER	X101186622:0	CREDIT: SENSOR NITROGEN	06/21/2018	107.07-	107.07-	06/28/2018
4320	WARNER TRUCK CENTER	X101186624:0	SENSOR INTROGEN OXI	06/21/2018	1,107.07-	1,107.07-	06/28/2018
4320	WARNER TRUCK CENTER	X101186624:0	SENSOR NITROGEN OXI	06/21/2018	1,107.07-	1,107.07-	06/28/2018
4320	WARNER TRUCK CENTER	X101186624:0	CREDIT- SENSOR NITROGEN O	06/21/2018	107.07-	107.07-	06/28/2018
4320	WARNER TRUCK CENTER	X101186624:0	SENSOR NITROGEN OXI	06/21/2018	1,107.07	1,107.07	06/28/2018
4320	WARNER TRUCK CENTER	X101186624:0	SENSOR NITROGEN OXI	06/21/2018	1,107.07	1,107.07	06/28/2018
4320	WARNER TRUCK CENTER	X101186625:0	CREDIT: RETURN COMPRESSO	06/21/2018	305.90-	305.90-	06/28/2018
Total 4320:					888.28	888.28	
4338	MAILFINANCE	N7203388	POSTAGE MACHINE LEASE	06/21/2018	463.47	463.47	06/28/2018
Total 4338:					463.47	463.47	
4359	SHERWIN-WILLIAMS CO.	2306-6	XYLEN 5-SW (5 GAL), SF RED C	05/30/2018	829.41	829.41	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4359	SHERWIN-WILLIAMS CO.	2402-3	SF RED, CHL RBR WHT TRAFFI	06/05/2018	904.90	904.90	06/28/2018
	Total 4359:				1,734.31	1,734.31	
4380	LONG BUILDING TECHNOLOGI	JC132714	DESIGN SUBMITTAL, EQUIPME	06/13/2018	32,107.00	32,107.00	06/28/2018
4380	LONG BUILDING TECHNOLOGI	JC132715	DESIGN SUBMITTAL, EQUIPME	06/13/2018	7,800.00	7,800.00	06/28/2018
4380	LONG BUILDING TECHNOLOGI	JC132779	DESIGN SUBMITTAL, EQUIPME	06/18/2018	9,968.00	9,968.00	06/28/2018
	Total 4380:				49,875.00	49,875.00	
4401	MEYRING & ASSOCIATES, INC	I8633	WO #:1101- MATERIAL AND LAB	06/12/2018	1,955.15	1,955.15	06/28/2018
4401	MEYRING & ASSOCIATES, INC	I8637	ELECTRICAL MATERIAL AND L	06/12/2018	3,813.38	3,813.38	06/28/2018
	Total 4401:				5,768.53	5,768.53	
4475	RORKE, CHRIS	061218	START BUS PARKING RENTAL	06/12/2018	862.50	862.50	06/28/2018
	Total 4475:				862.50	862.50	
4548	SILVER CREEK SUPPLY	S1869426.001	3/4 BRASS MIP PLUG, 1 BRASS	06/27/2018	74.19	74.19	06/28/2018
	Total 4548:				74.19	74.19	
4550	PORTER'S OFFICE PRODUCTS	698976-0	PAPER	06/25/2018	131.96	131.96	06/28/2018
4550	PORTER'S OFFICE PRODUCTS	698976-0	LABELS	06/25/2018	27.11	27.11	06/28/2018
	Total 4550:				159.07	159.07	
4561	RUBBERFORM RECYCLED PR	RF71445	speed bump	06/19/2018	6,079.23	.00	
	Total 4561:				6,079.23	.00	
4562	NATURESCAPE DESIGNS	053018	INSECT CONTROL SPRAY	05/30/2018	395.00	395.00	06/28/2018
	Total 4562:				395.00	395.00	
4612	MASON, TOM	062618	HAZ MAT CERTIFICATION REIM	06/26/2018	86.50	86.50	06/28/2018
	Total 4612:				86.50	86.50	
4614	C & A PROFESSIONAL CLEANI	063018- PPG	JUNE 2018 CLEANING SERVICE	06/28/2018	316.44	316.44	06/28/2018
4614	C & A PROFESSIONAL CLEANI	063018- PW	JUNE 2018 CLEANING SERVICE	06/28/2018	2,083.82	2,083.82	06/28/2018
4614	C & A PROFESSIONAL CLEANI	063018- TH	JUNE 2018 CLEANING SERVICE	06/28/2018	3,917.06	3,917.06	06/28/2018
4614	C & A PROFESSIONAL CLEANI	063018-GYM	JUNE 2018 CLEANING SERVICE	06/28/2018	896.44	896.44	06/28/2018
	Total 4614:				7,213.76	7,213.76	
4623	MSC INDUSTRIAL SUPPLY CO	2137788001	8 HX CAP SCREW, MET HARDE	05/18/2018	171.51	171.51	06/28/2018
4623	MSC INDUSTRIAL SUPPLY CO	2149745001	50 AMP & 60AMP FUSE, CABLE	05/29/2018	82.39	82.39	06/28/2018
4623	MSC INDUSTRIAL SUPPLY CO	2149745002	AUTOMOTIVE FUEL HOLDER	06/01/2018	124.32	124.32	06/28/2018
4623	MSC INDUSTRIAL SUPPLY CO	2168945001	BRAKE CLNR, MINI FUSE 10A &	06/01/2018	160.41	160.41	06/28/2018
	Total 4623:				538.63	538.63	
4691	SCHOW'S TRUCK CENTER	C005039092:0	CREDIT: RETURN PARKER NIP	04/18/2018	84.36-	84.36-	06/28/2018
4691	SCHOW'S TRUCK CENTER	C005039141:0	CAM KIT	04/26/2018	532.48	532.48	06/28/2018
4691	SCHOW'S TRUCK CENTER	C005039285:0	REMAN SHOW KIT	05/01/2018	371.20	371.20	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 4691:				819.32	819.32	
4699	SNAKE RIVER ROASTING	600291	COFFEE	06/21/2018	48.45	48.45	06/28/2018
4699	SNAKE RIVER ROASTING	600350	COFFEE	06/07/2018	48.45	48.45	06/28/2018
4699	SNAKE RIVER ROASTING	600462	COFFEE	06/14/2018	145.35	145.35	06/28/2018
4699	SNAKE RIVER ROASTING	600463	COFFEE @ PW MAIN SHOP- 5LB	06/14/2018	48.45	48.45	06/28/2018
4699	SNAKE RIVER ROASTING	600467	COFFEE	06/14/2018	53.30	53.30	06/28/2018
4699	SNAKE RIVER ROASTING	600628	COFFEE	06/21/2018	101.75	101.75	06/28/2018
4699	SNAKE RIVER ROASTING	600846	COFFEE	06/27/2018	26.73	26.73	06/28/2018
	Total 4699:				472.48	472.48	
4709	FLEETPRIDE	94752835	PTO ASSEMBLY	06/05/2018	1,358.89	1,358.89	06/28/2018
	Total 4709:				1,358.89	1,358.89	
4736	IDAHO CHILD SUPPORT RECEI	062018	CASE #236965 CHRISTENSEN	06/20/2018	350.50	350.50	06/20/2018
	Total 4736:				350.50	350.50	
4742	CHRISTENSEN, DUSTIN	1327876	SAFETY BOOT REIMBURSTME	06/15/2018	100.00	100.00	06/28/2018
	Total 4742:				100.00	100.00	
4768	GLOBAL EQUIPMENT COMPAN	112776246	FLAMMABLE CABINET W/LEGS-	06/14/2018	1,053.13	1,053.13	06/28/2018
	Total 4768:				1,053.13	1,053.13	
4774	BIG R RANCH & HOME	1329254	PANTS- UNIFORMS	06/22/2018	119.97	119.97	06/28/2018
	Total 4774:				119.97	119.97	
4869	RIDGELINE EXCAVATION INC	18-11 #2	PROJ #: 18-11- SMITH-SIMON S	06/01/2018	47,145.52	47,145.52	06/28/2018
4869	RIDGELINE EXCAVATION INC	18-11 #2	PROJ #: 18-11- SMITH-SIMON S	06/01/2018	148,687.38	148,687.38	06/28/2018
4869	RIDGELINE EXCAVATION INC	18-11 #3	PROJ #: 18-11- SMITH-SIMON S	06/15/2018	67,838.59	67,838.59	06/28/2018
4869	RIDGELINE EXCAVATION INC	18-11 #3	PROJ #: 18-11- SMITH-SIMON S	06/15/2018	7,976.40	7,976.40	06/28/2018
	Total 4869:				271,647.89	271,647.89	
4887	CONTROL SYSTEM TECHNOLO	9002	CONTROL SERVICE- ADD LOGI	06/11/2018	1,000.00	1,000.00	06/28/2018
4887	CONTROL SYSTEM TECHNOLO	9011	DATA ACCESS SERVICE @ WE	06/18/2018	100.00	100.00	06/28/2018
	Total 4887:				1,100.00	1,100.00	
4922	PREMIER VEHICLE INSTALLATI	37080	MAGNETIC MIC CLIP, FRT	05/30/2018	361.15	361.15	06/28/2018
	Total 4922:				361.15	361.15	
4988	HD FOWLER COMPANY	I4866283	6X4 MUD PLUG FOR TOP SECT	06/21/2018	279.60	279.60	06/28/2018
4988	HD FOWLER COMPANY	I4866284	IPS ULTRA TITE COUPLING NO	06/21/2018	341.40	341.40	06/28/2018
	Total 4988:				621.00	621.00	
5045	ESPINOZA, NATALY	062818	TRAVEL EXPENSES	06/28/2018	178.50	178.50	06/28/2018
	Total 5045:				178.50	178.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5047	OPEN CREATIVE	6013	4JH START BUS ADS	06/15/2018	494.27	494.27	06/28/2018
5047	OPEN CREATIVE	6014	4JH START BUS ADS	06/15/2018	898.90	898.90	06/28/2018
Total 5047:					1,393.17	1,393.17	
5055	STOTZ EQUIPMENT	P58414	STARTER MOTOR, FRT	03/23/2018	552.29	552.29	06/28/2018
Total 5055:					552.29	552.29	
5065	G2 GLOVES	350	GLOVES	04/27/2018	390.00	390.00	06/28/2018
Total 5065:					390.00	390.00	
5085	CORNFORTH CONSULTANTS, I	11046	WEST BROADWAY SLIDE CON	06/06/2018	3,848.50	3,848.50	06/28/2018
Total 5085:					3,848.50	3,848.50	
5098	JACKSON ANIMAL HOSPITAL	16458	FELINE SPAY	06/12/2018	170.00	170.00	06/28/2018
Total 5098:					170.00	170.00	
5155	JELLY DONUT, LLC	1020	WINDSHIELD REPAIR	06/11/2018	550.00	550.00	06/28/2018
5155	JELLY DONUT, LLC	1021	WINDSHIELD REPAIR	06/11/2018	260.00	260.00	06/28/2018
Total 5155:					810.00	810.00	
5223	ENERGY CONSERVATION WOR	TOJ0717	ANNUAL FUNDING	06/01/2018	35,000.00	35,000.00	06/28/2018
Total 5223:					35,000.00	35,000.00	
5383	KNECHT, CRAIG	061918	REIMBURSE MOUNTED PATRO	06/19/2018	83.79	83.79	06/28/2018
Total 5383:					83.79	83.79	
5411	GALLAGHER, TIM	062618	PAINTING OF START BUS PAN	06/26/2018	400.00	400.00	06/28/2018
Total 5411:					400.00	400.00	
5418	CLUSTERS HOMEOWNERS	041218-EASE	SANITARY AND STORM WATER	04/12/2018	26.10	26.10	06/28/2018
Total 5418:					26.10	26.10	
5473	KELLERSTRASS ENTERPRISES	960199	DF#2 DYED ULTRA LOW SULFU	06/08/2018	12,655.57	12,655.57	06/28/2018
5473	KELLERSTRASS ENTERPRISES	961254	CHEV ULTI-PLEX SYN GREAT	06/12/2018	283.84	283.84	06/28/2018
5473	KELLERSTRASS ENTERPRISES	962796	DF#2 DYED ULTRA LOW SULFU	06/21/2018	25,208.17	25,208.17	06/28/2018
Total 5473:					38,147.58	38,147.58	
5489	WRENCH IT PLUMBING & HEAT	4579	LABOR AND MATERIALS- DISP	06/15/2018	100.01	100.01	06/28/2018
Total 5489:					100.01	100.01	
5543	RUSH TRUCK CENTER, IDAHO	3010442584	CREDIT: RETURN CARTRDGE S	05/07/2018	66.26-	.00	
5543	RUSH TRUCK CENTER, IDAHO	3010805301	CREDIT: RETURN CARTRDGE A	06/06/2018	273.50-	.00	
5543	RUSH TRUCK CENTER, IDAHO	3010942890	CREDIT: RETURN CARTRDGE,	06/18/2018	112.79-	.00	
Total 5543:					452.55-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5632	SNAKE RIVER MEP COMPLETE,	3009	skec- boiler neutralizers	06/05/2018	818.75	818.75	06/28/2018
5632	SNAKE RIVER MEP COMPLETE,	3034	WATER FOUNTAIN-BOTTLE FIL	06/12/2018	4,195.25	4,195.25	06/28/2018
5632	SNAKE RIVER MEP COMPLETE,	3035	PW HEATERS INSTALLATION	06/25/2018	21,826.00	21,826.00	06/28/2018
Total 5632:					26,840.00	26,840.00	
5637	TIGHE, JOHN	14620	WORX HAND CLEAN	05/31/2018	75.00	75.00	06/28/2018
Total 5637:					75.00	75.00	
5734	GREENWAY PAINTING LLC	000319	PREP AND STAINING OF DECK	06/17/2018	525.00	525.00	06/28/2018
5734	GREENWAY PAINTING LLC	000319	PRIME, BLEACH OF CLOSET A	06/17/2018	750.00	750.00	06/28/2018
Total 5734:					1,275.00	1,275.00	
5873	SAUER, CALEB	062018	WATER TREATMENT TEST REI	06/20/2018	100.00	100.00	06/28/2018
5873	SAUER, CALEB	062618	TRAVEL EXPENSES FOR TESTI	06/26/2018	279.19	279.19	06/28/2018
Total 5873:					379.19	379.19	
5944	CORONA, JIMMY	062818	REFUND LINCOLN LIFE INSURA	06/28/2018	16.00	16.00	06/28/2018
Total 5944:					16.00	16.00	
5965	KIMLEY HORN	11198342	JACKSON PHASE 2 PARKING	04/30/2018	3,457.50	3,457.50	06/28/2018
Total 5965:					3,457.50	3,457.50	
5967	CITY OF DRIGGS	BBSTART2018	BUS BARN RENT JUN 2018	05/30/2018	828.00	828.00	06/28/2018
5967	CITY OF DRIGGS	BBSTART2018	ELECTRIC START BUS DRIGGS	05/30/2018	248.26	248.26	06/28/2018
Total 5967:					1,076.26	1,076.26	
6076	ST JOHNS PHYSICIAN SERVIC	185654	CUSTOM EAR MOLDS/INSERT-	06/13/2018	200.00	200.00	06/28/2018
Total 6076:					200.00	200.00	
6091	STEP BACK LEADERSHIP CON	0674	LEADERSHIP TRAINING PAYME	06/15/2018	10,000.00	10,000.00	06/28/2018
Total 6091:					10,000.00	10,000.00	
6117	WILSON, JOHN	062818	2022 WILFLOWER COURT REN	06/28/2018	24,000.00	24,000.00	06/28/2018
Total 6117:					24,000.00	24,000.00	
6147	OUTLAW BROTHERS CONSTR	30	WO#: 1115- MATERIAL AND LAB	06/19/2018	422.22	422.22	06/28/2018
6147	OUTLAW BROTHERS CONSTR	31	WO#: 1075 PART 1- SUPPLIES	06/19/2018	1,473.25	1,473.25	06/28/2018
6147	OUTLAW BROTHERS CONSTR	32	WO#: 1117- LABOR - PILL AND	06/19/2018	130.00	130.00	06/28/2018
Total 6147:					2,025.47	2,025.47	
6156	BUCKRAIL, LLC	1223	ADS	06/26/2018	375.00	375.00	06/28/2018
Total 6156:					375.00	375.00	
6160	WEST FORK CONSTRUCTION	1015	SUPPLY AND INSTALL METAL S	05/07/2018	26,248.00	26,248.00	06/28/2018
6160	WEST FORK CONSTRUCTION	1020	SNOW KING FASCIA MATERIAL	06/19/2018	9,545.00	9,545.00	06/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 6160:				35,793.00	35,793.00	
6163	GREGCO LLC	18-07 #2	PROJ: 2018 SIDEWALK IMPROV	06/26/2018	27,838.89	27,838.89	06/28/2018
6163	GREGCO LLC	18-07 #2	PROJ: 2018 SIDEWALK IMPROV	06/26/2018	27,838.89	27,838.89	06/28/2018
6163	GREGCO LLC	18-07 #2	PROJ: 2018 SIDEWALK IMPROV	06/26/2018	27,838.89	27,838.89	06/28/2018
6163	GREGCO LLC	18-07 #2	PROJ: 2018 SIDEWALK IMPROV	06/26/2018	55,677.78	55,677.78	06/28/2018
	Total 6163:				139,194.45	139,194.45	
6178	FORTRESS HOME IMPROVEME	C18-015	PROJ: TOWN HALL RE-ROOF- F	06/22/2018	123,808.50	123,808.50	06/28/2018
	Total 6178:				123,808.50	123,808.50	
6184	ASHBURN, RICHARD	062818	475 ASPEN DR	06/28/2018	24,000.00	24,000.00	06/28/2018
	Total 6184:				24,000.00	24,000.00	
6189	SPRINGHILL SUITES;JOE MADE	062518	MEETING SPACE	06/25/2018	1,450.08	1,450.08	06/28/2018
	Total 6189:				1,450.08	1,450.08	
6197	BEPLAT, RAYMOND A.	062518	RETURN BOND 700 PINE DRIVE	06/25/2018	2,000.00	2,000.00	06/25/2018
	Total 6197:				2,000.00	2,000.00	
6198	THARP, ERIN	062218	REFUND CREDIT BALANCE WA	06/22/2018	6.34	6.34	06/28/2018
	Total 6198:				6.34	6.34	
6199	GEMMEL, ANGIE	062818	TRAVEL EXPENSES	06/28/2018	178.50	178.50	06/28/2018
	Total 6199:				178.50	178.50	
6200	SWEET ADDICTION LLC	062418	CHOCOLATES FOR LIENZ VISIT	06/24/2018	249.50	249.50	06/28/2018
	Total 6200:				249.50	249.50	
6201	FRIEND, CYNDI	061918	REIMBURSE FOR MOUNTED P	06/19/2018	135.00	135.00	06/28/2018
	Total 6201:				135.00	135.00	
6203	ROCKY MOUNTAIN COMPETITI	2239	XEROX EQUIPMENT	03/23/2018	416.35	416.35	06/28/2018
	Total 6203:				416.35	416.35	
6204	CLUSTERS HOME ASSOCIATE	060718	EASEMENT	06/07/2018	26.10	26.10	06/28/2018
	Total 6204:				26.10	26.10	
6205	THE HILSINGER CO	13904274	CROAKIES	06/12/2018	475.44	475.44	06/28/2018
	Total 6205:				475.44	475.44	
6207	JEDEDIAH RESTAURANT 2007	24476	BOBS' FAREWELL PARTY FOO	06/08/2018	8,050.00	8,050.00	06/28/2018
	Total 6207:				8,050.00	8,050.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6208	RHOADES, STEPHEN	062518	TRAVEL REIMBURSE FOR BUS	06/25/2018	352.62	352.62	06/28/2018
	Total 6208:				352.62	352.62	
6209	ECO-COUNTER INC	9222-9223	CYCLISTS COUNTER	06/08/2018	18,990.00	.00	
	Total 6209:				18,990.00	.00	
	Grand Totals:				2,157,688.57	2,129,561.89	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 28, 2018

MEETING DATE: July 2, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

APPLICANT: JACKSON HOLE SKI CLUB

SUBJECT: TEMPORARY SIGN PERMIT – JACKSON HOLE SKI CLUB

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested three temporary banners to be located at:

JHSC Registration sign: Snow King Ball Field, 100 E. Snow King Dr.: 8/5/18 – 8/18/18

JHSC Black Tie Blue Jeans Ski Ball sign: Albertsons, 105 Buffalo Way: 9/9/18 - 9/29/18

JHSC Ski Swap sign: Albertsons, 105 Buffalo Way: 10/7/18 - 10/21/18

Section 4670.I of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banners located at Albertson, and Snow King Ball Field subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The signs may be installed during:

JHSC Registration sign: Snow King Ball Field, 100 E. Snow King Dr.: 8/5/18 – 8/18/18

JHSC Black Tie Blue Jeans Ski Ball sign: Albertsons, 105 Buffalo Way: 9/9/18 - 9/29/18

JHSC Ski Swap sign: Albertsons, 105 Buffalo Way: 10/7/18 - 10/21/18

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Jackson Hole Therapeutic Ski Club, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department Planning Division

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001
ph: (307) 733-0520 or
(307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: JHSC Black Tie Blue Jeans Physical Address of Event: Ski Balli Rendezvous Lodge, JHMR
Description of Event: Annual Fundraiser for the Jackson Hole Ski & Snowboard club held at JHMR's Rendezvous Lodge.

EVENT SPONSOR/APPLICANT:

Name: Brittney Ziebell Phone: 603-714-8087
Mailing Address: PO Box 461 ZIP: 83001
E-mail: bziebell@jhskiclub.org Non-Profit: ✓ For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: <u>Albertson's</u>	Business/Description: <u>Stillson Billboard</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>corner of 390/22</u>
Dates of Display: <u>9/9 - 9/24/18</u>	Dates of Display: <u>9/10 - 9/24/18</u>
Consent from Owner Obtained? Yes <u>✓</u> No <u> </u>	Consent from Owner Obtained? Yes <u>✓</u> No <u> </u>
Business/Description: <u> </u>	Business/Description: <u> </u>
Physical Address: <u> </u>	Physical Address: <u> </u>
Dates of Display: <u> </u>	Dates of Display: <u> </u>
Consent from Owner Obtained? Yes <u> </u> No <u> </u>	Consent from Owner Obtained? Yes <u> </u> No <u> </u>

SUBMITTAL REQUIREMENTS. Attach the following:

Illustration of each proposed sign that includes dimensions, colors, materials and type of sign. Vinyl banner, dimensions attached
 Installation specifications, and any structural details or specifications required for freestanding signs. no freestanding, just hanging banner

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

A handwritten signature in blue ink that appears to read "Brittney Ziebell".

Signature of Authorized Event Applicant

Brittney Ziebell

Applicant Name Printed

6/15/18

Date

Marketing and Events Manager
Title



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department Planning Division

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: JHSC Registration Physical Address of Event: 100 E. Snow King Ave.

Description of Event: Jackson Hole Ski + Snowboard Club would like to promote registration dates and deadlines for the 2018/2019 winter season.

EVENT SPONSOR/APPLICANT:

Name: Brittney Ziebell Phone: 603-714-8087
Mailing Address: PO Box 461 ZIP: 83001
E-mail: bziebell@jhskiclub.org Non-Profit: For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: <u>JHSC Registration</u>	Business/Description: <u>JHSC registration at</u>
Physical Address: <u>Banner at Stillson</u>	Physical Address: <u>Snow King Ball Field,</u>
Dates of Display: <u>8/6 - 8/20/2018</u>	Dates of Display: <u>100 E. Snow King Ave</u>
Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> To approve.
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>

SUBMITTAL REQUIREMENTS. Attach the following:

Illustration of each proposed sign that includes dimensions, colors, materials and type of sign. Vinyl banner, dimensions attached

Installation specifications, and any structural details or specifications required for freestanding signs. no freestanding, just hanging banner

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Brittney Ziebell
Signature of Authorized Event Applicant

Brittney Ziebell
Applicant Name Printed

6/15/18
Date

Marketing and Events Manager
Title



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department Planning Division

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: JHSC Ski swap Physical Address of Event: 350 W. Snow King Ave

Description of Event: Annual community ski and snowboard swap put on by Jackson Hole Ski & snowboard club.

EVENT SPONSOR/APPLICANT:

Name: Brittney Ziebell Phone: 603-714-8087
Mailing Address: PO Box 461 ZIP: 83001
E-mail: bziebell@jhskicloud.org Non-Profit: For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: Albertson's

Physical Address: 105 Buffalo Way

Dates of Display: 10/7 - 10/21/18

Consent from Owner Obtained? Yes No

Business/Description:

Physical Address:

Dates of Display:

Consent from Owner Obtained? Yes No

Business/Description: Stillson Billboard

Physical Address: Corner of 390 / 22

Dates of Display: 10/18 - 10/22/2018

Consent from Owner Obtained? Yes No

Business/Description:

Physical Address:

Dates of Display:

Consent from Owner Obtained? Yes No

SUBMITTAL REQUIREMENTS. Attach the following:

- Illustration of each proposed sign that includes dimensions, colors, materials and type of sign. Vinyl banner, dimensions attached
- Installation specifications, and any structural details or specifications required for freestanding signs. no freestanding, Just hanging banner.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Brittney Ziebell

Signature of Authorized Event Applicant

Brittney Ziebell

Applicant Name Printed

6/15/18

Date

Marketing and Events Manager
Title

Jackson Hole Ski & Snowboard Club's
**KAREN OATEY
POLE PEDAL PADDLE**
MARCH 26TH
jhskiclub.org * 307.733.6433 

*Banner 1
12' x 5'*

Jackson Hole Ski & Snowboard Club's
**TRIPLE CROWN
RACE SERIES**
**Moose Chase
Nordic Marathon:**
FEBRUARY 20TH
Town Downhill:
MARCH 19TH-20TH
**Karen Oatey
Pole Pedal Paddle:**
MARCH 26TH
Registration is open
jhskiclub.org * 307.733.6433 

*Banner 2
10' x 8'*

Jackson Hole Ski & Snowboard Club's
**MOOSE CHASE
NORDIC MARATHON**
FEBRUARY 20TH
jhskiclub.org * 307.733.6433 

*Banner 5
4' x 8'*

Jackson Hole Ski & Snowboard Club's
**KAREN OATEY
POLE PEDAL PADDLE**
MARCH 26TH
jhskiclub.org * 307.733.6433 

*Banner 6
4' x 8'*

Jackson Hole Ski & Snowboard Club's
SKI SWAP
OCTOBER 22ND
jhskiclub.org * 307.733.6433 

*Banner 7
4' x 8'*

Jackson Hole Ski & Snowboard Club's
**BLACK TIE, BLUE JEANS
SKI BALL**
OCTOBER 1ST
Tickets On Sale Now
jhskiclub.org * 307.733.6433 

*Banner 8
4' x 8'*

Jackson Hole Ski & Snowboard Club's
**BLACK TIE, BLUE JEANS
SKI
BALL**
OCTOBER 1ST
Tickets now on sale
jhskiclub.org * 307.733.6433 

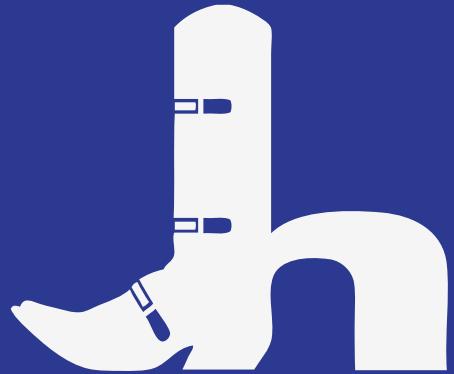
*Banner 9
10' x 8'*

Jackson Hole Ski & Snowboard Club's
TRIPLE CROWN RACE SERIES
Moose Chase Nordic Marathon
Town Downhill
Karen Oatey Pole Pedal Paddle
Registration and Dates at
jhskiclub.org * 307.733.6433 

*Banner 3
4' x 8'*

Jackson Hole Ski & Snowboard Club's
**TOWN
DOWNHILL**
MARCH 19TH - 20TH
Snow King Mountain
jhskiclub.org * 307.733.6433 

*Banner 4
4' x 8'*



JACKSON HOLE SKI & SNOWBOARD CLUB

Registration Now Open

Alpine, Nordic, Freeski
& Snowboard teams ages 6 & up

jhskiclub.org * **307.733.6433**

Building Champions
in Winter Sports & in Life

8" x 10" Royal Blue Banner with White Lettering



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 28, 2018

MEETING DATE: July 2, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

APPLICANT: JACKSON HOLE THERAPEUTIC RIDGING ASSOCIATION – JAMES RUSSELL

SUBJECT: TEMPORARY SIGN PERMIT – STOPMING THE DIVOTS

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested three temporary banners to be located at:

Albertsons, 105 Buffalo Way: 7/22/2018 – 8/5/2018

Staples, 520 W. Broadway: 7/22/2018- 8/5/2018

Pawn Shop, 560 W. Broadway: 7/22/2018- 8/5/2018

Section 4670.I of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banners located at Albertsons, Staples, and Pawn Shop, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The signs may be installed during:

Albertsons, 105 Buffalo Way: 7/22/2018 – 8/5/2018

Staples, 520 W. Broadway: 7/22/2018- 8/5/2018

Pawn Shop, 560 W. Broadway: 7/22/2018- 8/5/2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Jackson Hole Therapeutic Riding Association, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department Planning Division

150 East Pearl Ave. ph: (307) 733-0520 or
P.O. Box 1687 (307) 733-0440
Jackson, WY 83001 fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: STOMPING THE DIVOTS Physical Address of Event: POLO FIELDS

Description of Event: ANNUAL FUNDRAISER FOR JACKSON HOLE
THERAPEUTIC RIDING ASSOCIATION

EVENT SPONSOR/APPLICANT:

Name: JACKSON HOLE THERAPEUTIC RIDING ASSOC.
Mailing Address: POB 415 TETON VILLAGE, WY Phone: 307-733-1374
E-mail: JIMANDTILLRUSSELL@BRESNAH.NET ZIP: 83025 Not-For-Profit: For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: <u>#1 ALBERTSONS</u>	Business/Description: <u>#2 5 WAY INTERSECTION</u>
Physical Address: <u>105 BUFFALO WAY</u>	Physical Address: <u>520 W. BROADWAY</u>
Dates of Display: <u>7/22/18 - 8/5/18</u>	Dates of Display: <u>7/22/18 - 8/5/18</u>
Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Business/Description: <u>BY PAWN SHOP / EAST</u>	Business/Description: _____
Physical Address: <u>560 W BROADWAY</u>	Physical Address: _____
Dates of Display: <u>7/22/18 - 8/5/18</u>	Dates of Display: _____
Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>

SUBMITTAL REQUIREMENTS. Attach the following:

NEXT PG. Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

" " Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

James C Russell
Signature of Authorized Event Applicant

6/22/18
Date

JAMES C RUSSELL, BOARD OF DIRECTORS PRESIDENT
Applicant Name Printed Title

1. ALBERTSON BANNER
 - CANVAS, HUNG FROM NAILS WITH ROPE TIE DOWNS
 - 10'H x 20'W
2. 5 WAY INTERSECTION BANNER
 - 2 CANVAS BANNER HUNG BACK TO BACK
 - HUNG WITH NYLON ROPE & CABLE TIES
 - 3'H x 6'W
3. PAWN SHOP
 - 1 CANVAS BANNER
 - HUNG WITH CABLE TIES ON FENCE
 - 4'H x 8' W





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 28, 2018

MEETING DATE: July 2, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

APPLICANT: SCOTT EREN

SUBJECT: TEMPORARY SIGN PERMIT – ORIJIN SUMMER CONCERT SERIES

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested two temporary banners to be located at:

215 N. Cache St. - Anvil Hotel (Facing Cache): 8 Tuesdays; July 3, 10, 17, 24, 31 and August 7, 14, 21.

215 N. Cache St. - Anvil Hotel (Facing Gill): 8 Tuesdays; July 3, 10, 17, 24, 31 and August 7, 14, 21.

Section 4670.I of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banners located at 215 N Cache St. Anvil Hotel, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The signs for 215 N. Cache St. Anvil Hotel may be installed during:
215 N. Cache St. - Anvil Hotel (Facing Cache): 8 Tuesdays; July 3, 10, 17, 24, 31 and August 7, 14, 21.
215 N. Cache St. - Anvil Hotel (Facing Gill): 8 Tuesdays; July 3, 10, 17, 24, 31 and August 7, 14, 21.

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Orijin Summer Concert Series, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department Planning Division

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Or:jin Summer Concert Series Physical Address of Event: 215 N. Cache (Anvil Hotel)
Description of Event: Every Tuesday 7/3 - 8/21 Free Outdoor Concert

EVENT SPONSOR/APPLICANT:

Name: Scott Eren Phone: 9196726369
Mailing Address: Box 7445 ZIP: B3002
E-mail: scott@or:jinmedia.com Non-Profit: X For Profit: X

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

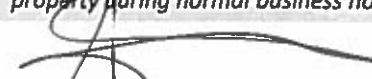
Business/Description: <u>Anvil Hotel (Facing Cache)</u>	Business/Description: _____
Physical Address: <u>215 N. Cache</u>	Physical Address: _____
Dates of Display: <u>20 Tuesdays 7/3-8/21</u>	Dates of Display: _____
Consent from Owner Obtained? Yes <u>✓</u> No _____	Consent from Owner Obtained? Yes _____ No _____
Business/Description: <u>Anvil Hotel (Facing Gull)</u>	Business/Description: _____
Physical Address: <u>215 N Cache</u>	Physical Address: _____
Dates of Display: <u>Tuesdays 7/3/18 - 8/21/18</u>	Dates of Display: _____
Consent from Owner Obtained? Yes <u>✓</u> No _____	Consent from Owner Obtained? Yes _____ No _____

SUBMITTAL REQUIREMENTS. Attach the following:

Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

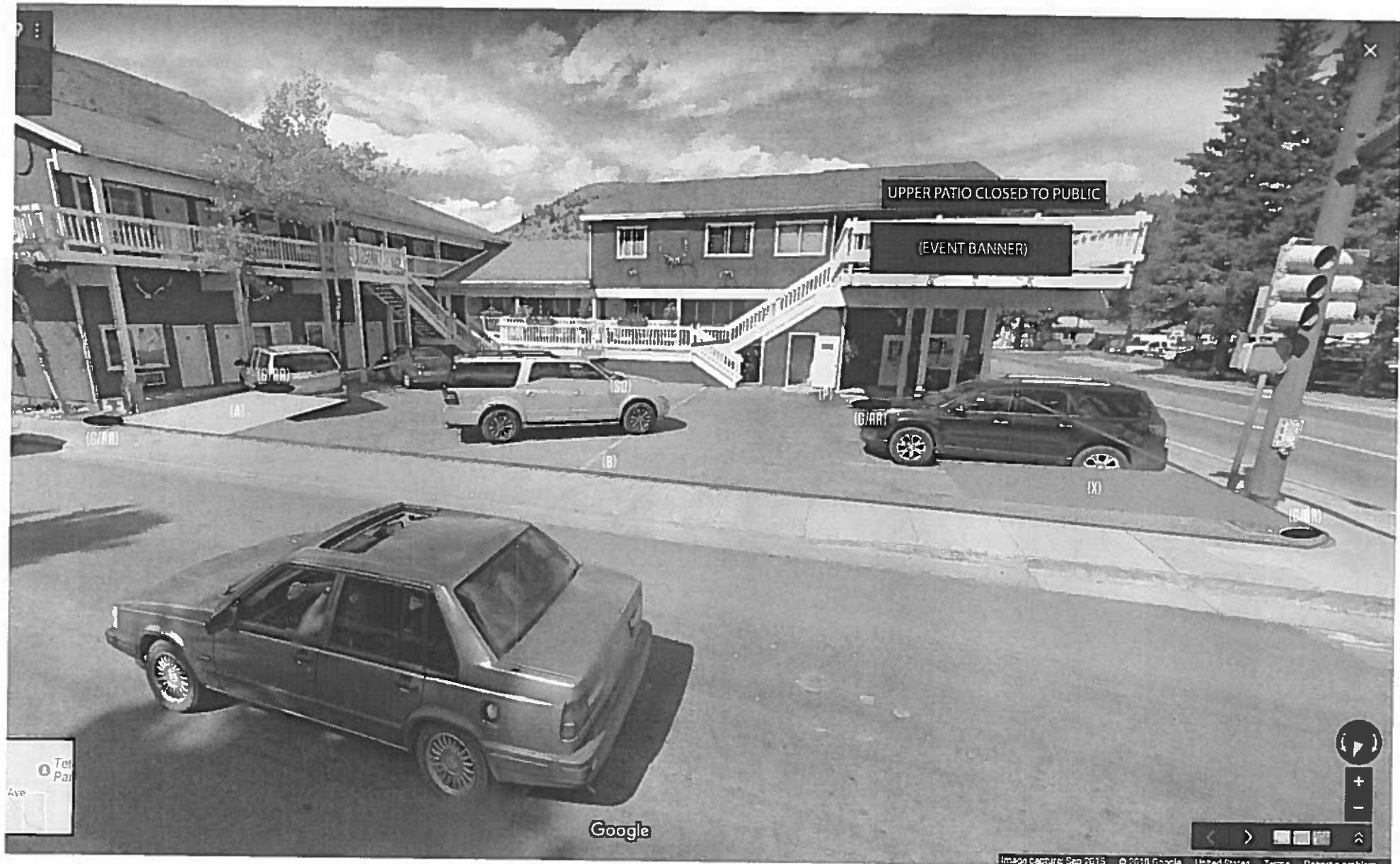
Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson 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 Authorized Event Applicant

Scott Eren
Applicant Name Printed

6/22/18
Date
Project Manager /Or:jin Media
Title



— Roped off barricades (B)

■ Nonprofit Tent (X)

■ Alcohol Vendor (A)

■ Stage (SO)

● Recycling /
Trash Cans (G/RR)

■ Security (P)



EVERY
TUES.

Summer CONCERT SERIES

4:30 -
7:00PM



JULY 3 AQUILE | PAWS

JULY 17 ASPEN DRIVE
TETON SCIENCE SCHOOL

JULY 10 PATRICK CHADWICK
SNAKE RIVER FUND

JULY 24 GOLDCONE
DOUG COOMBS FOUNDATION

JULY 31 SAMANTHA RISE
ENERGY CONSERVATION WORKS

AUG 14 FREDA FELCHER
TETON COUNTY SEARCH & RESCUE

AUG 7 BENYARO
JACKSON HOLE LAND TRUST

AUG 21 CANYON KIDS
G.T.N.P. FOUNDATION



Summer CONCERT SERIES

Anvil
HOTEL



EVERY TUESDAY | 4:30-7PM



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 27, 2018
MEETING DATE: July 2, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Devries Robinson
PRESENTER: Carl Pelletier

SUBJECT: Farmer's Market on the Town Square – Additional Request

STATEMENT/PURPOSE

The Mayor and Council approve the use of George Washington Memorial Park for special events.

BACKGROUND/ALTERNATIVES

At the June 4th Town Council meeting, Council approved the Jackson Hole Farmer's Market on the Town Square's request to host the 2018 Farmer's Market.

The applicant would like to approach the Town Council for permission to include a new component to the weekly markets: Wellness of the Week. The applicant is requesting permission to "offer free yoga, fitness type activities to people free of charge so they can enjoy a healthier life style in Jackson Hole." This program would take place from 8:00am until 9:00am in the eastern quadrant of the George Washington Memorial Park. A map of the proposed use area is included in this report.

The Wellness of the Week component would be scheduled for each Saturday except the Saturday of Old Bill's Fun Run and the Last Market on September 22.

The applicant has indicated that would ask each instructor to provide their own Certificate of Insurance to cover the time they are donating. The applicant also indicated that they would place a sign at each market indicating that the activity was free of charge and donated by the individual and the business they work for giving them acknowledgement for their time donated.

The applicant has indicated that they would provide music for the hour of activity in the park as well as donated yoga mats from Hotel Jackson for anyone who did not have a mat.

The applicant requests the following from the Town in association with the event:

1. Use of the George Washington Memorial Park from 8am – 9am on Farmer Market Saturdays.
2. Use of amplified sound for the event.

This application has been submitted to all Town departments for review.

ATTACHMENTS

Letter from the Farmer's Market
Map of Proposed Use Area

FISCAL IMPACT

N/A

STAFF IMPACT

N/A

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends the approval of the additional request to the Farmers Market special event application, subject to the following conditions and restrictions:

1. Applicant shall operate only in the eastern quadrant of the Town Square.
2. The applicant will ensure that sidewalks and boardwalks shall remain unobstructed for pedestrian use.
3. The applicant shall insure that music volumes are kept at a reasonable level.
4. The applicant shall not utilize the buckrail fence to hang any signs associated with this event.
5. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
6. Applicant shall ensure that any trash generated from the tours is properly disposed of in the Town Square trash receptacles.
7. No stakes or other items shall be placed into the ground, and alterations to park amenities are not permitted, without the prior approval of the Parks and Recreation Department park superintendent.
8. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.

SUGGESTED MOTION

I move to approve the additional request made by the Jackson Hole Farmer's Market on the Town Square to host a Wellness of the Week event, as part of the 2018 Farmer's Markets, subject to the conditions and restrictions listed in the staff report.

Who: JH Farmers Market and the "Wellness of The Week" Highlight

What: Free Yoga, Free Fitness Workouts, Free Tai Chi etc., donated by local instructors

Where/Location: Jackson Hole Town Square (see map attached with highlighted area within the park)

When: Saturday Mornings at The JH Farmers Market (8am-9am)

Notes:

This is a new aspect "Wellness Of The Week" we want to implement at the JH Farmers Market this year. We want to offer free yoga, fitness type activities to people free of charge so they can enjoy a healthier life style in Jackson Hole. We want to offer a healthy option of physical activity free of charge to the people of our community.

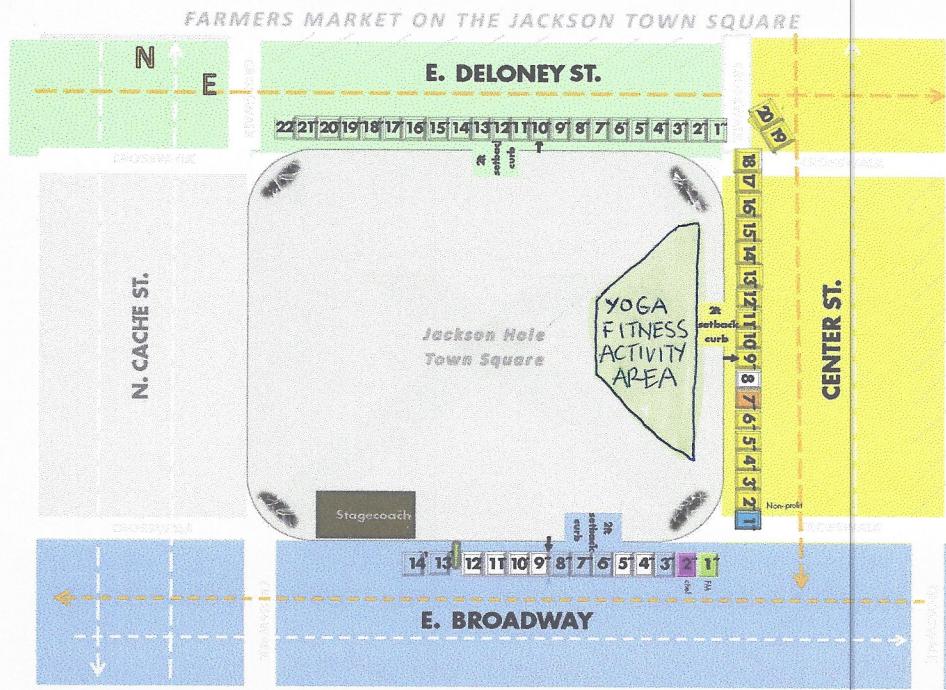
The Wellness Of The Week would be scheduled for each Saturday except the Saturday of OBFR and the Last Market on Sept 22.

We would ask each instructor to provide their own Certificate of Insurance to cover the time they are donating and we would place a sign at each market indicating that the activity was free of charge and donated by the individual and the business they work for giving them acknowledgement for their time donated.

We would provide music for the hour of activity in the park as well as donated yoga mats from Hotel Jackson for anyone who did not have a mat. We would be very mindful of the space and clean up after ever activity.

Thank you for your time and I hope we can bring a new healthy aspect to the Farmers Market this year!

Jenny



LAYOUT TEMPLATE 2017 307-200-4568 | jhfmts@gmail.com | JacksonHoleFarmersMarket.com

Green (Deloney St)	
1	Lark's Meadow Farms
2	BT Grilled Cheese
3	Grove City Gardens / El Elote
4	Loco
5	Boy Scout Troop 67
6	Farmer Fred
7	Purely by Chance
8	
9	Maya Organics
10	Katie Burgess Honey
11	Burton Maple
12	Fire-N-The Hole
13	Teton Alchemy
14	Queen Bee Gardens
15	Nom Nom Donuts
16	
17	Swore Farm
18	Jessica's Jellies
19	KnitTogether Kinders Farm
20	Lockhart Cattle Co.
21	Chasing Paradise
22	Rosa's Tamales

Yellow (Center St.)	
1	Non-Profit of the Week
2	JH Buffalo Meat
3	Robinson Family Farm &
4	Ranch
5	Painted Sage Farm
6	Teton Pastry
7	
8	Fish Creek Gardens
9	Teton Valley Mustard
10	Winter Winds Farm
11	Jackpine Lavender
12	
13	Snowdrift Farms
14	Heide's Flowers
15	Paradise Spring Farms
16	Roots Kitchen
17	Jackson Hole POP!
18	Nomadic Bean
19	
20	

Blue (Broadway)	
1	Farmers Market Booth
2	Hole Egg
3	
4	Cosmic Apple Gardens
5	Vom Fass
6	Teton Bubble Tea
7	Corbridge Country Berries
8	Mead Ranch Natural Beef
9	
10	Teton Full Circle Farm
11	
12	Sweet Cheeks Meats
13	
14	



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 26, 2018
MEETING DATE: July 2, 2018

SUBMITTING DEPARTMENT: START
DEPARTMENT DIRECTOR: Darren R Brugmann
PRESENTER: Darren Brugmann, START Director

SUBJECT: Contract with RouteMatch for START Electronic Fare System

STATEMENT/PURPOSE

The purpose of this item is for Town Council to consider awarding contract amendment (order form) with RouteMatch, Inc. for START's Mobile Ticketing/Electronic Fare System – The Request For Proposal (RFP) process winner for RFP 18-18.

This Order Form, when executed will expressly be incorporated into and governed by terms of the Software License and Services Agreement between Southern Teton Area Rapid Transit ("Client") and RouteMatch, Inc. ("Company") dated November 24, 2014, and any and all prior amendments, change orders or addendums thereto ("Agreement"). In the event of any conflict between the terms of this Order Form, any Client purchase order, and the Agreement, the terms of this Order Form shall prevail.

BACKGROUND/ALTERNATIVES

Currently, fares for utilizing the START Bus system are collected manually. The advancement in transit technology in recent years has pushed Mobile Ticketing to the forefront. A number of major transit systems in the country have recently adopted new fare payment technologies. The Town of Jackson believes that the benefits of Mobile Ticketing technology are significant and critical to each system's ability to attract new riders and grow ridership in the future. As a means to increase ridership, the Town of Jackson envisions providing greater fare payment options, convenience and flexibility for its transit riders. Also, the importance of accountability and the ability to track fare purchases is critical to START's future.

RFP 18-18 was initiated on April 16, 2018 to solicit potential vendors. The intent of RFP 18-18 was to obtain services from a single vendor to implement new fare collection technologies for START. The new fare collection system will complement and eventually eliminate the existing fare box system by adding a comprehensive and secured Mobile Ticketing and/or Electronic Fare solution. The purpose of RFP 18-18 was to solicit proposals from various vendors; conduct a fair and extensive evaluation based on criteria listed and then to select the vendor who can help START best reach its goals.

RouteMatch, Inc. was the preferred vendor from the Selection committee and with Council Action on June 18th, the negotiated contract for installation of the electronic fare system (mobile ticketing) is included as an attachment with this report.

With execution of this contract, START's Mobile Ticketing/Electronic Fare system will be installed by September 30, 2018.

STAKEHOLDER ANALYSIS

RFP 18-18 generated nearly 25 interested vendors. Six (6) Vendors submitted a response by the amended May 11, 2018 deadline. Those vendors were: RouteMatch (Atlanta, GA), Acumen (Oakland, CA), Passport Inc. (Charlotte, NC), Delerrok (Vista, CA), Token Transit Inc. (San Francisco, CA) and Hopthru (San Francisco, CA).

The evaluation committee was made up of the following staff members: Darren Brugmann (START Director), Kelly Thompson (Finance Director) and Michael "Zolo" (IT Director). RouteMatch was the preferred vendor.

RouteMatch

- The clear winner in terms of platform and benefits as well as value to our riders and taxpayers.
- Committed to provide full cross-compatibility with JHMR's passes (and others) with no extra cost
- Committed to a discount when bundling existing RouteMatch maintenance with RMPay maintenance
- Committed to implementation budget within grant award
- Committed to provide full integration with Xpress BillPay at no extra cost

ATTACHMENTS

1. Software License and Services Agreement dated 11/24/14 for existing CAD/AVL/GPS system
2. Order Form (amendment for RMPay – electronic fare system)

FISCAL IMPACT

The following is as budgeted in FY19 budget and Grant Award for this project:

\$228,750 Total

\$183,000 Federal (80%)
\$45,750 Local (20%)

STAFF IMPACT

Review and completion of Contractual requirements (Legal Staff). Implementation of the system will involve START staff time working with RouteMatch during July, August and September as outlined in the RFP response from RouteMatch.

LEGAL REVIEW

Town Legal Staff has reviewed and permitted attached Order Form as negotiated with RouteMatch.

RECOMMENDATION

Staff recommends Council to proceed with execution of order form with RouteMatch, Inc.

SUGGESTED MOTION

If Town Council is ready to move forward, a suggested motion:

I move to approve order with RouteMatch as presented with the terms and conditions as outlined for the START Bus Mobile Ticketing/Electronic Fare System.

ORDER FORM

Software Licenses			
Product	Quantity	Invoiced	Fees
RM Pay Platform with Mobile Ticketing- Site License	1	Once, upon activation	\$124,200
			Subtotal
			\$124,200
Professional Services			
Product	Hours	Invoiced	Fees
Project Management: RM Pay	35	Upon completion	\$4,375
Initiate	15	Upon completion	\$1,875
Design	35	Upon completion	\$4,375
Build	25	Upon completion	\$3,125
Educate	24	Upon completion	\$3,000
Deployment	60	Upon completion	\$7,500
System Acceptance	6	Upon completion	\$750
Travel: Professional Services	4 Trips	Upon completion	\$7,200
Onsite Advanced Consulting Services- 100% Utilization of currently deployed technology	40	Upon completion	\$5,000
			Subtotal
			\$37,200.00
Third Party Hardware and Services			
Product	Quantity	Invoiced	Fees
In-Vehicle Validator	30 Vehicles	Upon Delivery	\$45,000
Color Fare Media Smartcards (amount estimated)	2,000 Each	Upon Delivery	\$7,000
Installation Services	30 Vehicles	Upon completion	\$6,000
Travel: Installation	2 Trips	Upon completion	\$3,600
			Subtotal
			\$61,600.00
			First Year Total
			\$223,000.00
Ongoing Fees			
Support and Maintenance, beginning Year 2	1	Annually, 60 days in advance	\$26,000
			Ongoing Total
			\$26,000.00
Routematch Software, Inc.	Southern Teton Area Rapid Transit		
Signature:	Signature:		
			
Name:	Name:		
Clay Davidson			

Terms and Conditions.

- 1. Integration.** This Order Form is entered into on [REDACTED], 2018 ("Effective Date") and is expressly incorporated into and governed by terms of the Software License and Services Agreement between Southern Teton Area Rapid Transit ("Client") and Routematch Software, Inc. ("Company") dated November 24, 2014, and any and all prior amendments, change orders or addendums thereto ("Agreement"). In the event of any conflict between the terms of this Order Form, any Client purchase order, and the Agreement, the terms of this Order Form shall prevail.
- 2. Modifications.** The deliverables are subject to modifications, enhancements, additions and subtractions of functionalities, features and display form and formats, from time to time ("Modifications") at Company's sole discretion. Such Modifications shall not materially diminish the functionality of the Deliverables provided, and the Deliverables shall continue to perform according to the description of the Deliverables agreed to in a Request for Proposal in all material aspects.
- 3. Fees and Payment.** First year and Ongoing totals represent only the products and services purchased above. Any future orders may affect the First Year or Ongoing Totals. Fees may increase annually after the first year of the Term no more than 3%. Pricing is valid for 90 days. Payment terms are net 30 days from date of invoice.
- 4. Professional Services.** The professional services provided by Company detailed herein shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form; (c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form and the laws of the State of Wyoming.

5. Feedback. From time to time, Client may submit feedback to Company respecting its use of and interaction with the Software, in the course of its use of the Software, or while receiving hardware installation, support and maintenance, or professional services ("Feedback"). Client grants Company a perpetual, royalty-free and irrevocable right and license to freely use, reproduce, modify, adapt, publish, copy, disclose, sublicense, transmit, distribute, create derivative works from, sell and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Client's Confidential Information, and nothing in this Agreement shall limit Company's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

6. Publicity. Client grants Company the right to use its company name and logo as a reference for marketing or promotional purposes on the Company website and in other public or private communications with existing or potential customers, subject to Client's standard trademark usage guidelines as provided to us from time-to-time.

7. License to Client Data. Client hereby grants Company a non-exclusive, non-transferable, royalty-free worldwide right to use the electronic data of Client, its customers, and its users, that is submitted or imported by it into the Software in connection with its use of the Software (collectively, "**Client Data**") solely and only as necessary for the limited purpose of the Software performing the services. Client shall own and retain all right, title and interest in and to the Client Data.

8. License to Resulting Data. Company may collect and store analytical and usage data arising out Client's use of the Software ("Analytic Data"). Client grants to Company a limited, non-exclusive, perpetual, worldwide, royalty-free license to use, use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Analytic Data collected during the term of the Agreement solely for (i) purposes of providing services to Client (including providing to third parties, as necessary), and (ii) benchmarking, analysis, improvement, reporting on, promotion of and further development of the Software. Company shall not use or disclose the Analytic Data in a manner which would identify Client. Company shall store all collected data in compliance with all applicable laws.

9. Confidentiality. To the greatest extent possible under applicable state law, Client shall treat the pricing information contained in this Order Form as confidential and protect it from release to the public.

10. Customer Support. In consideration for Licensee's payment of the fees and reimbursement of expenses as set forth herein or as otherwise agreed in writing signed by the Parties, during the Term, RouteMatch will provide its Premium Technical Support & Maintenance customer support services (the "Customer Support") for the Software, as follows:

(a) Live Support. RouteMatch will provide (i) toll-free technical support by phone and email, twenty-four (24) hours a day, seven (7) days a week. Customer Support personnel will be available for live consultation from 6:00 AM – 8:00 PM (EST) and will, within two (2) hours, (i) return all calls made to RouteMatch's support line, (866) 653-3629, (ii) provide a response to all emails to support@routematch.com, and (iii) respond to all cases submitted to the "Report a Case" functionality in my.routematch.com. Two (2) Customer Support team members will be available from 8:00 PM – 6:00 AM for after-hours phone, email, and my.routematch.com support. During such times, an available Customer Support team member will be informed of incoming calls, emails, and my.routematch.com cases via the team member's mobile device. Within two (2) hours after an Authorized User has left a message, a Customer Support team member will initiate a support event and email an alert notification to Licensee containing a unique tracking identification number.

(b) Updates. As part of the Premium Technical Support & Maintenance that Licensee has purchased, RouteMatch will provide to Licensee all Updates (as defined in Exhibit B) free of charge during the period in which Licensee is current on payments for Premium Technical Support & Maintenance, along with all patches to the Software, on CD or other acceptable electronic means.

(c) Upgrades. As part of the Premium Technical Support & Maintenance that Licensee has purchased, RouteMatch will provide to Licensee Upgrades (as defined in Exhibit B), and patches on CD or other acceptable electronic means, free of charge during the period in which Licensee is current on payments for Premium Technical Support & Maintenance.

(d) Customer Support Website. RouteMatch will provide Licensee access through a unique, secure password to RouteMatch's Customer Support Website ("CSW"). The CSW (i) is maintained for licensees only and contains information regarding the Software, Services, and other helpful information, and (ii) provides access to the most up-to-date documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW receive confirmation of receipt within one (1) business hour of submittal.

(e) User Groups. Licensee will be permitted to participate, free of charge, in regional user groups for Licensee's region, if available.

(f) On-Line Training Sessions. In an effort to ensure that Licensee maximizes the Software's potential during the Term, Licensee's Authorized Users may jointly participate in up to five (5) web-based, on-line training sessions to be held on up to five (5) separate occasions per year. Upon Licensee's request, RouteMatch will host the five (5) afore-mentioned training sessions on the subject matter requested by Licensee at a mutually agreed upon date and time.

(g) Scheduled Web Training Classes. In an additional effort to ensure that Licensee maximizes the Software's potential during the Term, Licensee's Authorized Users may jointly participate in all regularly scheduled Web-training classes that RouteMatch conducts each year of the Term. RouteMatch will routinely publish a schedule of available training classes and subjects on the CSW. Additional classes can be purchased at the then applicable rate for Premium Support customers.

(h) Annual User Conference. RouteMatch holds an annual users conference ("User Conference") at a site selected annually by RouteMatch. RouteMatch encourages licensees to participate in this exciting and informative event. To this end, up to two (2) of Licensee's Authorized Users may attend the User Conference each year, free of charge. RouteMatch invites additional personnel of Licensee to attend the annual User Conference at half off the standard retail price of five hundred ninety-five and 00/100 dollars (\$595.00) per employee, or two hundred ninety seven and 50/100 dollars (\$297.50) per employee. Notwithstanding anything to the

contrary contained herein, RouteMatch has no obligation to pay for any of Licensee's attendees' expenses or costs to attend the User Conference (including, without limitation, travel, lodging, meals, and entertainment costs).

11. System Acceptance. "System Acceptance" is deemed to occur at the point in time at which the Software substantially conforms in all material respects to the specifications set forth in this Agreement.

HARDWARE TERMS AND CONDITIONS

Company shall deliver to Client the electronic devices, cradles, and mounts, as set forth in an applicable Order Form (the "Hardware").

1. Installation. As set forth in an applicable Order Form Company shall provide installation services itself or arrange for a qualified third-party installer to install the purchased Hardware in the Vehicles.

2. Warranties. Client shall be the beneficiary of the standard manufacturer's warranties issued by manufacturers for each piece of Hardware it purchases. The length of and breadth of coverage of each warranty varies by manufacturer and product. During the period of such manufacturer warranty, Client shall look solely to the Hardware manufacturer for any warranty claim. Company shall also provide a one-year warranty on any installation of the Hardware it or its third-party installer performs, if such installation is proven to be defective. This installation warranty applies separately to each installation performed and shall begin immediately upon completion of an applicable installation. Before making an installation warranty claim to Company, Client shall troubleshoot the issue internally under its standard operating procedures. If necessary, Client shall be responsible for removing any Hardware from its vehicles and shipping such Hardware to Company at Company's direction and at Company expense if the installation is defective or at Client's expense if the installation was not defective. If the warranty claim is not covered by the manufacturer's warranty, and the Client wants the Hardware repaired by Company, it shall pay Company its then current rate for such services. The warranty in this section are the sole warranties made by Company with respect to the Hardware installation and any extended coverage purchased by Client for Hardware. Company makes no other warranties or representations, express or implied, with respect to the Hardware, and disclaims and excludes any implied warranty of merchantability and any warranty of fitness for a particular purpose.

3. Excluded Damages. The following damages to the Hardware are not covered by Company's installation warranty or any extended coverage if purchased by Client:

- cosmetic damages to Hardware such as scratches, chips, dents, broken plastic, or other normal wear and tear;
- those caused by accident, abuse, misuse, negligence, liquid contact or submersion, fire, extreme temperature, power surges, or other external or environmental causes;
- those caused by installation of operation of the hardware outside of, or in opposition to, the Documentation;
- those caused by the Client's pre-existing technology infrastructure, including but not limited to, wiring designs, harnesses and installations, and its own information technology network and facilities;
- those caused by computer viruses, malware, internet connection, or cellular data plan;
- those caused by repair, modification, alterations or attachments to Hardware or Company installed equipment by parties other than Company or those authorized by Company;
- hardware malfunctions occurring after expiration of the manufacturer's warranty;
- any damages that Client cannot expressly detect and attribute to the work performed by Company.

RM PAY TERMS AND CONDITIONS

Term of Platform Right. Client shall appear as a transit Client in the RM Pay system (the "Platform Right"), for so long as Client is paying for its Support and Maintenance fees attributable to this product (the "Term").

Functionality. The RM Pay product shall provide the below listed functionalities to the parties indicated in each section:

Mobile App

- Rider can download the Client specific (stand-alone) mobile application for both iOS and Android platform.
 - Client will provide the Application Name, Launcher Icon, Splash Screens and Launcher Screen. Company Team will assist with the process where it is necessary.
- Upon download of the App, Rider can sign-up for an account using basic information (first name, last name, email, telephone and password).
- Rider will receive an activation email upon successful account creation.
- Rider can retrieve password by using forget Password option.
- Rider can continue without logging in as a guest.
- Rider is prompted to accept the Terms and Conditions & Privacy Policy.
- Rider has access to Trip Planner to create itinerary.
- Rider can purchase various type of passes (defined by the Client).
- Rider has an ability to save the credit card as a part of purchase.
- Rider can view the available passes in the My Passes section.
- Rider can view Pass info for each purchased pass (Fare Type, Pass Type, Date Purchased, Pass Validity and Pass Number).
- Rider can activate the pass for the driver to visually validate the pass.

- Rider can retrieve passes on a different device by using synchronize passes (if device is lost). Rider must have an account to use this feature.
- Rider can view the setting menu to:
 - View rider's detail
 - Edit password
 - Add/Remove credit card
 - View Terms and Conditions and Privacy Policy

Client Portal (Back office Portal)

- Client and Company will work together to define the passes, type of riders, validity and expiration of the passes and other related criteria. These items will be reflected on the Mobile App.
- Client operator will be provided with login information to access online Client portal.
- Client operator will have access to reports and mobile tickets.
- Client operator can search rider by name or email to view their profile.
 - Under Rider Account Information, Client operator can view transactions, tickets and audit log by period or a date range.
- Client operator will have access to standard reports provided by the Pay software.
- Client operator can search for detailed transaction by a period or date range.

Smart Card Solution

Rider/Customer Portal

- Rider can sign-up for an account using the website provided by the Client/Company by accepting Terms and Condition and Privacy Policy.
- Rider can add funds to the profile using Credit Card.
- Rider can add/register the smart card (received through Client).
- Rider can view and purchase available passes or tickets (defined by the Client).
 - The purchased passes/tickets are available to use via registered smart card.
- Rider can view all the purchased items.
- Riders can view Contact Us page for Client's details.

RouteMatch

Driver Pay App / RMMobile / Validator

- Driver Pay App will be available to use with the current tablet solution and will be integrated with RMMobile.
- Driver will be able to press the Fare button from RMMobile to process Pay related items.
- Driver Pay App will be able to process Cash, Coupon, Smart Card and No Pay with total number of transactions per item.
- Driver Pay App will send the Stop ID/Name, Route ID/Name as a part of transaction.
- Driver Pay App will be able to calculate fares based upon the pre-defined stops and values for the riders to pay one of the option above.
- Validator: Rider will TAP ON to the validator upon boarding the vehicle. The system will assign the smart card to the transaction type and send it to the back office.

Client Portal (Back Office Portal)

- The functionalities are the same as defined in the Mobile Ticketing Solution above in RM PAY TERMS AND CONDITIONS. It is going to be the same back office portal.

Resort/Employee Card Integration

- An employee can use the Resort/Employee card on the vehicle using the installed validator to receive a free trip.
- Company will keep record of the free trip in the system as well.

Client Obligations.

Client shall be responsible for:

- Maintain current operating system updates for all tablets using the RM Pay software.
- Install RM Pay upgrades and updates when delivered by Company.
- Train drivers to use the software.
- Market RM Pay to its riders, including a "How To" guides.
- Contract with Company approved payment service provider.
- Manage and maintain distribution and inventory of rider smart cards.
- Instruct Client's domain name server ("DNS") to direct to the internet protocol address provided by Company for all web portals.
- Provide to Company a point of contact for Skidata.

Company Obligations.

Company shall be responsible for:

- Host the rider, client and driver web portals.
- Hosting of the source code for the Client and rider web portals.
- Providing the Terms of Use and Privacy Policy for the web portal.
- Provide internet protocol address for Client's DNS to utilize in publishing the web portals.
- Train Client's maintenance staff of hardware maintenance.
- So long as Licensee is paying for ongoing Support and Maintenance, provide all updates, bug fixes, patches, and upgrades to the web portals.

Trademark License.

Client grants Company a non-exclusive limited-use license to use its trademarks, service marks, trade names and logos only in connection with printing color fare smart cards. Client retains all right, title and interest in and to its trademarks, service marks, trade names and logos.

Amazon Web Services Terms.

The RM Pay is hosted by Company on Amazon Web Services cloud platform. Client's use of RM Pay is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.

Software License and Services Agreement

Between

RouteMatch Software, Inc. and Southern Teton Area Rapid Transit

November 24, 2014

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 2014 (the "Effective Date"), by and between ROUTEMATCH SOFTWARE, INC., a Georgia corporation ("RouteMatch"), and SOUTHERN TETON AREA RAPID TRANSIT, a Wyoming entity ("Licensee" and, collectively with RouteMatch, the "Parties").

WHEREAS, RouteMatch is the owner of the Software and the User Manuals (each as defined below) which are licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, RouteMatch is the provider of certain services related to the installation, setup, training and technical support associated with the use of Software; and

WHEREAS, Licensee desires to obtain (1) a license to use the User Manuals and Software solely in its business operations, (2) the Professional Services, (3) the Customer Support, (4) the Hosting Services, and (5) the Hardware, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. AGREEMENT TO PURCHASE.

The Parties agree to the following rights and responsibilities:

(a) **Purchase of Licenses, Services, and Hardware.**

Licensee agrees to purchase from RouteMatch, and RouteMatch agrees to provide to Licensee, under the terms of this Agreement, (1) the Licenses; (2) the following "Services": (A) the Professional Services, (B) the Customer Support, (C) the Hosting Services; and (3) the Hardware. Collectively, the Licenses and Services set forth in the foregoing clauses in this subsection 1(a), are referred to in this Agreement as the "Project".

(b) **Term.** The obligations of the Parties under and pursuant to this Agreement shall become effective as of the Effective Date and shall remain in effect as follows:

(1) License to Use Software: Perpetual.

(2) Professional Services: From Effective Date through System Acceptance. As used in this Agreement, "System Acceptance" is deemed to occur at the point in time at which the Software substantially conforms in all material respects to the specifications set forth in Exhibit C-1 of this Agreement.

(3) Customer Support: For a period of forty eight (48) months after "Go Live" (the "Initial Term"). Beginning on the first anniversary of the Initial Term, the Parties' Customer Support obligations relating to this Agreement (including, without limitation, RouteMatch's obligation to provide the Customer Support and Licensee's obligation to pay RouteMatch's Invoice for the upcoming year's Customer Support) shall be automatically renewed for additional twelve (12) month periods (each such additional period, a "Renewal Term" and, collectively with the Initial Term, the "Term") unless either Party provides the other Party with at least sixty (60) days written notice of

non-renewal prior to the end of the then-current year of the Term. As used in this Agreement, "Go Live" means the point in time at which Licensee first uses the Software in its daily operations.

(4) Hosting Services: For a period of forty eight (48) after the Software is installed on a central server and made available to Licensee (the "Initial Hosting Term"). Beginning on the first anniversary of the Initial Hosting Term, the Parties' Hosting Services obligations relating to this Agreement (including, without limitation, RouteMatch's obligation to provide the Hosting Services and Licensee's obligation to pay RouteMatch's invoice for the upcoming year's Hosting Services) shall be automatically extended for additional twelve (12) month periods (each such additional period, a "Renewal Hosting Term" and, collectively with the Initial Hosting Term, the "Hosting Term"), unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the then-current year of the Hosting Term. The Software shall be considered "available" once RouteMatch has installed the Software on the Server and provided Licensee with valid usernames and passwords which enable Licensee to access the Software over the Internet using a computer which meets the System Requirements set forth in Exhibit C-2.

(c) Right to Suspend Services. So long as Licensee is in breach of any term or condition of this Agreement, RouteMatch may, in its sole discretion, suspend performance of any of its obligations to provide any of the Services to Licensee under this Agreement.

2. LICENSE TO USE SOFTWARE.

(a) **Description.** RouteMatch grants to Licensee the following licenses (the "Licenses") for the authorized number of Authorized Users and Vehicles (as provided in subsection 2(b)):

- (1) License to use the installed version of the "Software" listed in Exhibit A (the "Software"); and
- (2) License to use one (1) hard copy and one (1) digital copy of RouteMatch's user manuals relating to the purchased Licenses, together with flip books and/or pocket guides equal to the number of Vehicles, as defined in this Agreement. RouteMatch will provide the digital copy to Licensee in Adobe Acrobat PDF format after installation of the Software (collectively, the "User Manuals").

Each License is non-transferable. Licensee's use of each License is at all times subject to the terms and conditions of this Agreement.

(b) **Scope**

(1) **Vehicles.** Licensee may manage as many vehicles with each item of the Software as is expressly stated for such item of Software in Exhibit A. The vehicles so designated in accordance with this subsection and the applicable rows of Exhibit A are referred to in this Agreement, collectively, as the "Vehicles".

(2) **Authorized Users.** Licensee may designate as many employees to use each item of the Software as is expressly stated for such item of Software in Exhibit A. The employees so designated in accordance with this subsection and the applicable rows of Exhibit A are referred to in this Agreement, collectively, as the "Authorized Users".

3. HARDWARE.

(a) **Data Devices.** RouteMatch will deliver to Licensee the electronic devices set forth in the "Third Party Hardware" section of Exhibit A for use in the Vehicles, including, without limitation, the tablets set forth therein (the "Devices").

(b) **Cradles/Mounts.** RouteMatch will deliver to Licensee the cradles/mounts set forth in the "Third Party Hardware" section of Exhibit A for use with the tablet Devices (the "Cradles" and, collectively with the Devices, the "Hardware").

(c) **Installation.** If a specific line item(s) in the "Third Party Hardware" section of Exhibit A indicates that RouteMatch will provide installation services, RouteMatch or a third party installer will install the appropriate Hardware so specified in the Vehicles.

4. PROFESSIONAL SERVICES.

In consideration for Licensee's payment of the fees and reimbursement of expenses as set forth in this Agreement or as otherwise agreed in a writing signed by the Parties, RouteMatch will provide (x) the following RouteMatch Implementation Methodology ("RIM") Professional Services to Licensee during the applicable stage set forth in subsections 4(a) through 4(g) below (collectively, the "Professional Services"), which stages are listed sequentially, subject to a maximum number of hours of the applicable amount set forth in Exhibit A divided by \$110.00; and (y) accompanying deliverable documentation referenced in subsections 4(a) through 4(g) below (the "Deliverables"):

(a) **Project Management**

RouteMatch will provide project management services throughout all phases of the Implementation. The Project Manager will (1) oversee all aspects of the Project, (2) conduct Bi-Weekly Project Status reviews with Licensee, and (3) be responsible for resolution of all issues and action items.

(b) **Phase 0: Initiation**

RouteMatch and Licensee will initiate and complete the contract documents. RouteMatch will schedule, prepare and participate in the Project kickoff meeting (the "Kickoff Meeting"), which will result in an end-to-end Implementation Work Plan and Statement of Work. (The Statement of Work will identify Scope of the Project, Deliverables, Project Budget, Project Timeline, Project Risks, Project Issues, and Project Resource Requirements).

(c) **Phase 1: Design**

- **Duties:** RouteMatch will (1) review and document specific operational and functional details of how the Software and Hardware will be implemented, integrated, and deployed at Licensee's location; (2) perform an Operations and Technical Assessment of Licensee's current operating environment; (3) create a System Design Document of how Licensee will use the Software in its operations; (4) identify changes needed between current operations and system flow; (5) if applicable, convert Licensee's data for use in the RouteMatch software; (6) conduct a full training assessment of all the Authorized Users; (7) develop a training plan for the Authorized Users; and (8) execute training.

- **Deliverables:** System Design Document, Training Needs Analysis, Hardware Design Document, Interface Control Document, and Conversion Plan.

(d) **Phase 2: Build-out**

- **Duties:** RouteMatch will manage the build out of the agreed-upon System Design, including the RouteMatch database and all applications. During this Build-Out Phase, RouteMatch will perform complete vendor assembly testing, including unit testing, integration testing and system testing as follows:

Vendor Assembly Test Plan:

- **Unit Testing** is executed at a low level of the Software. The implementation team tests the basic components of the Software.
- **Integration Testing** is performed against the System Design Document and operational process for Licensee and will include Hardware peripherals.
- **System Testing** affirms the end-to-end quality of the entire Software system (the “System”). The System Test is based on the functional/requirement specification of the System. Non-functional quality attributes, such as reliability, security, and maintainability, are also validated.
- **Deliverables:** Test Report, End User / Licensee training guides, and Go-Live Risk Assessment with Mitigation Plan.

(e) Phase 3: Education

- **Duties:** RouteMatch will (1) execute the agreed-upon Training Plan (the training under the Training Plan is role-based and in accordance with the training needs analysis performed during Phase 1: Design); and (2) perform risk assessment, comparing project objectives.
- **Deliverables:** Go-Live Success Criteria, Risk Assessment and Implementation Checklist.

(f) Phase 4: Deployment

- **Duties:** RouteMatch will coordinate the phased-in deployment of the System and oversee Go Live with Licensee. This includes User Acceptance Testing, Pilot, Burn-In, Go-Live, and Implementation Support.
- **Deliverables:** Post Project Assessment Documents, including Baseline/Go-Live analysis.

(g) Phase 5: System Acceptance

- **Duties:** RouteMatch and Licensee will confirm System Acceptance and transition Licensee to RouteMatch Customer Support.
- **Deliverables:** Baseline Measures and Metrics Analysis and Customer Support Transition documents.

The parties agree that a more detailed schedule with all training dates and times will be finalized during the Kickoff Meeting and set forth in the Project plan, to be prepared and delivered to Licensee by RouteMatch within thirty (30) days after the Kickoff Meeting.

5. CUSTOMER SUPPORT.

In consideration for Licensee's payment of the fees and reimbursement of expenses as set forth herein or as otherwise agreed in writing signed by the Parties, during the Term, RouteMatch will provide its Premium Technical Support & Maintenance customer support services (the “Customer Support”) for the Software, as follows:

- (a) **Live Support.** RouteMatch will provide (i) toll-free technical support by phone and email, twenty-four (24) hours a day, seven (7) days a week. Customer Support personnel will be available for live consultation from 6:00 AM – 8:00 PM (EST) and will, within two (2) hours, (i) return all calls made to RouteMatch's support line, (866) 653-3629, (ii) provide a response to all emails to support@routematch.com, and (iii) respond to all cases submitted to the “Report a Case” functionality in my.routematch.com. Two (2) Customer Support team members will be available from 8:00 PM – 6:00 AM for after-hours phone, email, and my.routematch.com support. During such times, an available Customer Support team member will be informed of incoming calls, emails, and my.routematch.com cases via the team member's mobile device. Within two (2) hours after an Authorized User has left a message, a Customer Support team member will initiate a support event and email an alert notification to Licensee containing a unique tracking identification number.
- (b) **Updates.** As part of the Premium Technical Support & Maintenance that Licensee has purchased, RouteMatch will provide to Licensee all Updates (as defined in **Exhibit B**) free of charge during the period in which Licensee is current on payments for Premium Technical Support & Maintenance, along with all patches to the Software, on CD or other acceptable electronic means.
- (c) **Upgrades.** As part of the Premium Technical Support & Maintenance that Licensee has purchased, RouteMatch will provide to Licensee Upgrades (as defined in **Exhibit B**), and patches on CD or other acceptable electronic means, free of charge during the period in which Licensee is current on payments for Premium Technical Support & Maintenance.
- (d) **Customer Support Website.** RouteMatch will provide Licensee access through a unique, secure password to RouteMatch's Customer Support

Website ("CSW"). The CSW (i) is maintained for licensees only and contains information regarding the Software, Services, and other helpful information, and (ii) provides access to the most up-to-date documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW receive confirmation of receipt within one (1) business hour of submittal.

- (e) **User Groups.** Licensee will be permitted to participate, free of charge, in regional user groups for Licensee's region, if available.
- (f) **On-Line Training Sessions.** In an effort to ensure that Licensee maximizes the Software's potential during the Term, Licensee's Authorized Users may jointly participate in up to five (5) web-based, on-line training sessions to be held on up to five (5) separate occasions per year. Upon Licensee's request, RouteMatch will host the five (5) afore-mentioned training sessions on the subject matter requested by Licensee at a mutually agreed upon date and time.
- (g) **Scheduled Web Training Classes.** In an additional effort to ensure that Licensee maximizes the Software's potential during the Term, Licensee's Authorized Users may jointly participate in all regularly scheduled Web-training classes that RouteMatch conducts each year of the Term. RouteMatch will routinely publish a schedule of available training classes and subjects on the CSW. Additional classes can be purchased at the then applicable rate for Premium Support customers.
- (h) **Annual User Conference.** RouteMatch holds an annual users conference ("User Conference") at a site selected annually by RouteMatch. RouteMatch encourages licensees to participate in this exciting and informative event. To this end, up to two (2) of Licensee's Authorized Users may attend the User Conference each year, free of charge. RouteMatch invites additional personnel of Licensee to attend the annual User Conference at half off the standard retail price of five hundred ninety five and 00/100 dollars (\$595.00) per employee, or two hundred ninety seven and 50/100 dollars (\$297.50) per employee. Notwithstanding anything to the contrary contained herein, RouteMatch has no obligation to pay for any of Licensee's attendees' expenses or costs to attend the User Conference (including, without limitation, travel, lodging, meals, and entertainment costs).

6. HOSTING SERVICES.

In consideration for Licensee's payment of the fees and reimbursement of expenses as set forth herein or as otherwise agreed in writing signed by the Parties,

during the Hosting Term, RouteMatch will provide the Hosting Services as follows:

- (a) **Definition.** As used in this Agreement "Hosting Services" means the services described in Section 5(b).

(b) **Description**

- (1) RouteMatch will (A) either directly or through a hosting partner, provide to Licensee access to and use of a server (the "Server") and the Software, which will be installed on the Server (the "System"), and (B) provide Licensee with separate (i) identification numbers ("ID Numbers") and (ii) passwords ("Passwords"), for each Authorized User to enable the System to identify each Authorized User.
- (2) Licensee shall (A) subject to the terms of this Agreement, be entitled to store and access Licensee's data, information and other materials (collectively, the "Content") on the Server for use in conjunction with the Software, and (B) ensure the Authorized Users provide each such Authorized User's provided Password when accessing the System.

(c) **Licensee Responsibilities**

- (1) **Compliance with ASP Policies.** As used in this Agreement, "ASP Policies" are written policies of RouteMatch or its hosting partner that have been delivered to Licensee. ASP Policies are designed to help protect RouteMatch, its hosting partner, and RouteMatch's customers having access to the Server from irresponsible or illegal activities. Licensee shall not, nor shall it authorize or assist others to, abuse or fraudulently use the ASP Services. "Abuse or fraudulent use" as used in this Agreement includes, without limitation:

- disclosing any Passwords or ID Numbers, including without limitation those assigned to Licensee, to any third party, unless such third party has executed and delivered (A) to Licensee and to RouteMatch a written agreement with Licensee wherein the third party acknowledges and agrees that (i) he, she, or it will not use the ID Numbers or Password except as an independent contractor of Licensee's and solely for and on behalf of Licensee as permitted under the terms and conditions of this Agreement, and (ii) he, she, or it will not access or attempt to access any data, information or other materials that may be on the System other than Licensee's Content, and (B) to RouteMatch a Non-Disclosure Agreement with RouteMatch protecting the proprietary nature of information disclosed or made available during the development of RouteMatch's and/or Licensee's Content.

Licensee shall treat Passwords and ID Numbers assigned to Licensee as private and confidential information of RouteMatch;

- developing web sites or Content, knowingly or unknowingly, which Licensee should have reason to believe that RouteMatch or its hosting partner would consider destructive in nature (including, without limitation, aggressively capturing CPUs, memory, and/or input or output to the point where it seriously degrades performance of the Server and is inhibiting other RouteMatch customers' ability to use the ASP Services); and
- providing material which is, in the reasonable opinion of RouteMatch or its hosting partner, threatening or harassing, obscene or pornographic, profane, abusive, libelous, socially objectionable, unlawful, discriminatory, offensive, or protected by trade secrets.

Licensee will indemnify, defend, and hold harmless RouteMatch and its hosting partner, if any, from any and all claims and actions, damages, costs, and expenses which arise in connection with Licensee's Content, or violation of these terms or of any ASP Policies. RouteMatch and/or its hosting partner reserve the right to remove Licensee's Content from its Server which RouteMatch or its hosting partner, in its reasonable discretion, determines to be in violation of any ASP Policies if Licensee fails to cure or discontinue the breach of any such policy within ten (10) days of receipt of written notice of such breach or violation. RouteMatch reserves the right, for itself and its hosting partner, to modify these ASP Policies at any time, provided that any such revised ASP Policies will not be or become effective as to Licensee until such revised ASP Policies are delivered in writing to Licensee.

(2) **Content.** Licensee shall provide and maintain all of its own Content to be stored on the Server. Licensee shall provide Content in a "server-ready" condition, which is a form requiring no additional manipulation by RouteMatch or its hosting partner, unless specifically agreed to in a writing signed by RouteMatch.

(3) **Access to the Server.** Licensee is responsible for providing, operating and maintaining access to the Internet necessary to link its computer and/or network to the Server and the System unless and only to the extent otherwise provided in a writing signed by RouteMatch.

(4) **Access Equipment.** Unless otherwise provided in this Agreement, Licensee must provide all telephone, computer, hardware and software equipment and services necessary to access the Server and System.

(5) **Support of Licensee's Own Network and Content.** Licensee is responsible for resolving troubles within its own localized network unless otherwise provided for in a writing signed by RouteMatch. Unless otherwise provided for in this Agreement, Licensee is responsible for all trouble resolution services with regard to the Content itself unless the trouble arises from or is related to problems with the Server or the Software.

(6) **Hardware Requirements.** Licensee is responsible for providing necessary hardware and software required for the Software to function, consistent with the specifications set forth in Exhibit C-2.

7. ADDITIONAL SERVICES.

So long as Licensee is not in breach of or default under this Agreement, Licensee may purchase and acquire from RouteMatch additional or elective services at prices and terms mutually agreed upon by the Parties at that time. Any such purchase must be evidenced by an authorized representative of each Party which sets forth the additional or elective services and products to be purchased by Licensee and provided by RouteMatch, as well as the prices for such services and products. All such additional or elective services shall be provided on an hourly- or daily-rate basis, if applicable, unless the Parties have executed a new Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance, criteria, and price of the (a "New Statement of Work"). Any New Statement of Work will be an Addendum to this Agreement and will incorporate the terms and conditions of this Agreement.

8. PAYMENT.

(a) **Software and Professional Services.** Licensee shall pay for all Software and Professional Services fees in the amounts set forth on Exhibit A, as those items are delivered (including on a daily prorated basis where RouteMatch delivers a portion of such Professional Services).

(b) **Hardware.** Licensee shall pay for all Hardware and Hardware Installation (if applicable) in the amounts set forth on Exhibit A, as those items are delivered.

(c) **Customer Support & Maintenance.** Licensee shall pay fees for Customer Support for the Initial Term at Go Live in the amount set forth on Exhibit A, and for each Renewal Term, within sixty (60)

days after an invoice from RouteMatch but in all events prior to the first day of such Renewal Term.

- (d) **Hosting.** Licensee shall pay fees for Hosting Services for the Initial Hosting Term once the Software is installed on a central server and made available to Licensee in the amount set forth on Exhibit A, and for each Renewal Hosting Term, within sixty (60) days after an invoice from RouteMatch but in all events prior to the first day of such Renewal Hosting Term.
- (e) **Expenses.** Licensee shall reimburse RouteMatch for all expenses contemplated herein (including, without limitation, any Overage) within the time period specified for the payment of such expense, or, if not so specified, within thirty (30) days of receiving an invoice from RouteMatch.

9. LICENSEE'S OBLIGATIONS.

- (a) **General.** Licensee shall name a point of contact representative (the "Point of Contact") responsible for all communications between RouteMatch and Licensee throughout the RIM process. The Point of Contact will be responsible for scheduling all appointments; delivering and receiving all correspondence related to installation; data conversion, training, and technical support; and arranging communications and support from RouteMatch representatives, as requested.
- (b) **Implementation Work Plan.** Licensee acknowledges and agrees that time is critical in the performance of the Implementation Work Plan. Licensee further acknowledges and agrees that any delay in the implementation of the Project due to the acts or omissions of Licensee, its employees, subcontractors, agents and/or client(s) (persons other than RouteMatch representatives), shall not constitute a delay in RouteMatch's performance and shall not delay or prevent payment of any amount that would have been due to be paid to RouteMatch under this Agreement.
- (a) **Installation.** Licensee agrees that an IT manager-level representative, capable of providing RouteMatch administrative access to all of Licensee's applicable computers, vehicles, workstations and servers, will be available to assist RouteMatch during the Software installation period. Licensee further agrees to provide RouteMatch with two (2) hours of down time per vehicle and workstation, in which RouteMatch has complete, uninterrupted access to said vehicle or workstation to equip such vehicle or workstation with the applicable Software.
- (c) **Data Conversion.** If RouteMatch is to provide data conversion services, Licensee is solely responsible for presenting all of its business and other data to be used with the Software in an acceptable format (Microsoft Excel, template to be provided by RouteMatch) to expedite data conversion services.
- (d) **Training.** Licensee agrees to make all of its Authorized Users that are considered by Licensee to be "trainees" on the use of the Software or who are to receive training as part of the Professional Services available for the stated number of uninterrupted, dedicated eight (8) hour training days.
- (e) **Customer Support.** During the Term, Licensee shall (1) follow and comply with the RouteMatch Customer Support Program communicated to Licensee from time to time, (2) direct all technical and Customer Support questions and communications through the Point of Contact, and (3) provide the necessary and qualified personnel, as requested by RouteMatch, to assist in completing the Project.
- (f) **Communications Network.** This Agreement requires a compatible public data network. Licensee is required to provide and has the sole responsibility for contracting directly with a compatible public data carrier for the data plans and airtime requirements.
- (b) **Workstation Set Up.** Licensee is responsible for providing the requisite space, power and network connections for all required workstations.
- (c) **IT Services.** Licensee is responsible for all necessary IT services related to the installation of workstation equipment, firewall protections and necessary software applications.
- (g) **Internet Connection.** Licensee is responsible for providing the high speed Internet connection necessary to connect to the public data network.

10. MISCELLANEOUS.

- (a) **Exhibits.** This Agreement includes the following Exhibits, which by this reference are incorporated into the Agreement as fully as if contained herein:
 - (1) Exhibit A (Licenses and Services Purchased)
 - (2) Exhibit B (Terms and Conditions)
 - (3) Exhibits C-1, C-2 (Product Description, Workstation Requirements)
 - (4) Exhibit D (Licensee's RFP for the Project).
 - (5) Exhibit E (RouteMatch's proposal)
 - (6) Exhibit F (Required Federal clauses)

If any terms or conditions in any Exhibit conflict, such conflict will be resolved according to the following order of priority: (0) Exhibit F, (1) Exhibit

A, (2) Exhibit B, (3) Exhibit E, (4) Exhibit D, (5) Exhibit C. The Parties acknowledge and agree that any Section of an Exhibit referenced in this Agreement which is not included in such Exhibit is hereby deemed to have been intentionally omitted and any clause in this Agreement referring to such Section is hereby deemed deleted from this Agreement in its entirety.

(b) **Duties Related to Purchase.** All fees and charges are exclusive of all taxes. Licensee acknowledges and agrees that RouteMatch is not withholding any sales tax which may result from this Agreement. Accordingly, except and to the extent that Licensee has tax exempt status and is not subject to the payment of taxes, Licensee is solely responsible for payment of any and all taxes, including, without limitation, sales or use taxes, franchise taxes, intangible taxes, and property taxes resulting from Licensee's purchase or acceptance from RouteMatch of any license, any cellular data, any hardware, any other product, and/or any of the services that RouteMatch may provide to Licensee under and pursuant to this Agreement, exclusive of taxes based on RouteMatch's net income. If Licensee is exempt from the obligation to pay taxes, Licensee shall provide RouteMatch with evidence of such tax exempt status as reasonably required by RouteMatch.

(c) **Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof and, if sent by facsimile, shall be followed forthwith by first class mail and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. All notices and other communications under this Agreement shall be given to the Parties hereto at the following addresses with adequate postage thereon, if applicable, and as follows unless and until notice of another or different address shall be given as provided herein:

- **If to RouteMatch:**
RouteMatch Software, Inc.
1201 W. Peachtree St – Ste 3300
Atlanta, GA 30309
Attn: Contracts Manager

With a copy to:
Freisem, Macon, Swann & Malone LLP

(d) **Section Headings.** Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement. Notwithstanding the foregoing, the underlined portions of subsection 1(b) have substantive meaning in defining the term of the products and services contemplated by this Agreement.

(e) **Governing Law.** This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Georgia without regard to any laws related to choice or conflicts of laws.

(f) **Assignment Rights for Piggy Back Extension.** Licensee is purchasing the Licenses, Services, and Hardware hereunder after determining that the amounts of such Licenses, Services, and Hardware constitute reasonable expectations of Licensee's current and future needs. During the Initial Term and any Renewal Term, not to exceed five (5) years from the Effective Date, this Agreement, and all associated deliverables, may be assigned to up to one (1) but no more than ten (10) other transit systems or their agents per the same terms and conditions and at the same rates as set forth herein. Such assignment shall be evidenced through a separate, written Software License and Services Agreement which incorporates this Agreement by reference.

(g) **Waiver; Entire Agreement.** This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, proposals, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

ROUTEMATCH:

ROUTEMATCH SOFTWARE, INC.

By: CDR
Name: Chad Rabston
Title: Contracts Manager
Date: 11/24/14

LICENSEE:

SOUTHERN TETON AREA RAPID TRANSIT

By: Michael W. Hartley
Name: Michael W. Hartley
Title: Director Staff Bus
Date: 11/24/14

Exhibit A

Products and Services Purchased and Payment Terms

4 Year Financial Summary	Amount
Core System (Fixed Route Management, Web Portal Traveler Information Systems & Technical Support & Maintenance)	\$232,127
Public Wi-Fi (Hardware & Installation). Unlimited data plan to be provided by START.	\$31,100
Automated Voice Annunciation & Annual Technical Support & Maintenance	\$115,888
Grand Total 4 Year Project All Phases	\$379,115

Core System – Software Licensing	Amount
RouteMatch Fixed Route Management (4 Authorized Users / 25 Vehicles)	\$95,000
Fixed Route Web Portal & Real Time Traveler Information System (RouteShout)	\$11,000
“In-the-Cloud” Hosting Services – 4 Authorized Users (Year 1)	\$2,700
Data Interchange Module (Modes Import & 511 AVL Data Feed*)	\$0
Sub-Total	\$108,700
RouteMatch Implementation Services	
Project Management	\$2,640
Phase 0 – Initiate	\$880
Phase 1 – Design	\$3,080
Phase 2 – Build	\$3,520
Phase 3 – Educate	\$4,400
Phase 4 – Deployment	\$4,400
Phase 5 - System Acceptance	\$1,760
Travel (3 trips, included)	\$5,100
Sub-Total	\$25,780
Required Third Party Components	
Samsung Galaxy 7” Tablets (25 Tablet Devices, with cases)	\$7,031
Mounting Hardware, Cradle, Cases, External Power Supply (25 of each such Hardware Device)	\$2,531
Vehicle Logic Unit (25 Devices, with Cabling)	\$18,415
Installation & Shipping	\$6,250

Offline Navigation Application**	Not Required as Part of the Scope of Work
Verizon 50MB Data Plan for 25 Devices (Year 1)***	Not Required as Part of the Scope of Work
Sub-Total	\$34,227
Annual Maintenance and Support	
First Year Total Support & Maintenance	<i>Included</i>
PROJECT TOTAL – Year 1	\$168,707
Annual Technical Support & Maintenance Year 2	
Total Support & Maintenance Year 2	\$17,490
"In-the-Cloud" Hosting Services - 4 Authorized Users	\$3,120
Verizon 50MB Data Plan for 25 Devices - Year 2***	Not Required as Part of the Solution
TOTAL	\$20,610
Annual Technical Support & Maintenance Year 3	
Total Support & Maintenance	\$18,015
"In-the-Cloud" Hosting Services - 4 Authorized Users	\$3,120
Verizon 50MB Data Plan for 25 Devices – Year 3***	Not Required as Part of the Scope of Work
TOTAL	\$21,135
Annual Technical Support & Maintenance Year 4	
Total Support & Maintenance	\$18,555
"In-the-Cloud" Hosting Services - 4 Authorized Users	\$3,120
Verizon 50MB Data Plan for 25 Devices - Year 4***	Not Required as Part of the Scope of Work
TOTAL	\$21,675
Grand Total 4 Year Project Core System	\$232,127

Public Wi-Fi Access	
RouteMatch Wi-Fi Module	\$7,500
Professional Services	\$4,400
Cradle Point Modem	\$16,200
Installation	\$3,000
Data Fees - 25 Devices (1GB)	Not Required as Part of the Scope of Work
First Year Total Support & Maintenance	<i>Included</i>
Project Total Year 1	\$31,100
Annual Technical Support & Maintenance Year 1-4	

Total Support & Maintenance	Included
Data Fees - 25 Devices (1GB)***	Not Required as Part of the Scope of Work
TOTAL	\$0.00
Grand Total 4 Year Project Public WiFi Access	\$31,100

Automated Voice Annunciation System & Next Stop Signs	
RouteMatch AVA Module	\$13,125
Professional Services	\$4,400
AVA Hardware	\$51,150
AVA Voice Recording Software	\$1,050
Professional Message Creation (200 Stops)	\$7,500
Next Stop sign Hardware	\$14,795
Installation	\$15,377
Travel (Included)	\$2,000
First Year Total Support & Maintenance	<i>Included</i>
TOTAL	\$109,397
Annual Technical Support & Maintenance Year 2	
Total Support & Maintenance	\$2,100
TOTAL	\$2,100
Annual Technical Support & Maintenance Year 3	
Total Support & Maintenance	\$2,163.00
TOTAL	\$2,163
Annual Technical Support & Maintenance Year 4	
Total Support & Maintenance	\$2,227.89
TOTAL	\$2,228
Grand Total 4 Year Project AVA & Next Stop Signs	\$115,888

Project Notes & Assumptions	Description
Data Interchange Module (Modes Import & 511 AVL Data Feed)*	RouteMatch has included the ITD Modes Trip Import and Idaho 511 Data Feed as part of the core system scope of work, this includes, licensing, professional services and annual technical support and maintenance

Offline Navigation Application**	Offline Navigation (Sygic) is not required as part of this solution. START is responsible for providing the Unlimited Data Plan through the Verizon network. Real Time Navigation will be provided to the tablet.
Verizon Data Plans (50mb & 1Gb)***	RouteMatch has removed the provision of data plans for the solution. START will be providing an Unlimited Data Plan through the Verizon network. This unlimited data plan will serve as the communication link for all phases of this project and future ITS expansion.
Committed Features and Functions	Description
1. RouteMatch will resolve the "flickering" of both the stops and buses demonstrated on the Fixed Route Portal evidenced during the evaluation process. This is a known defect and will be resolved prior to the system going live for public usage.	
2. RouteMatch Software commits to the release of RouteShout version 2 prior to the end of Q1 2015, March 31, 2015.	
3. RouteMatch commits to release a feature for the Fixed Route Web Portal that enables while hovering over a stop will provide the user with upcoming arrival times rather than having to click on the actual stop on the map. RouteMatch to delivery of this feature by the end of Q1, 2015, March 31, 2015.	
4. RouteMatch commits to release a feature for the Fixed Route Web Portal that enables the user to see the Estimated Time of Arrival in X Minutes in addition to the actual estimated time of the bus for the selected location on the map.	

EXHIBIT B

TO SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN ROUTEMATCH AND LICENSEE

Terms & Conditions

The Software and Documentation are licensed to Licensee and the Services are provided to Licensee under the additional Terms and Conditions set forth in this Exhibit B, the terms of which are fully incorporated into and made a part of the Agreement.

1. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). ROUTEMATCH DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE, USER MANUALS, OR OTHER DOCUMENTATION OR DELIVERABLES TO LICENSEE. LICENSEE'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ROUTEMATCH HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

2. UPDATES AND UPGRADES.

For purposes of this Agreement, the term "Updates" refers to fixes and minor changes to the Software, which are indicated by internal, incremental numeric changes smaller than a "1" unit (i.e. release 1.1 to 1.2). So long as Licensee has (a) paid in full the invoiced amount for the Comprehensive Technical Support & Maintenance for the then-current year of the Term, and (b) is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated by RouteMatch.

For purposes of this Agreement, the term "Upgrades" means and refers to major changes or to a new release of the Software, including, without limitation, any new major release of the Software. Upgrades to the Software are normally indicated by incremental numeric changes as "1" whole unit (i.e. release 1.0 to 2.0). So long as Licensee has (a) purchased RouteMatch's Premium Technical Support & Maintenance package, (b) paid in full its annual, billed technical support fee for the then-current year of the Term, and (c) is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Upgrades issued and disseminated by RouteMatch.

3. SCOPE OF LICENSE RIGHTS; RESTRICTIONS.

(a) The Licenses granted to Licensee under this Agreement entitle Licensee to use, and Licensee agrees to use, the Software and Deliverables solely as set forth in these Sections 3(a)(i) through

3(a)(iv):

- (1) store, install and access the Software, in machine readable form, through an internal network using only computers and software which conform to the system requirements set forth in Exhibit C-2, or access the Software via the Internet on one server only, but in either case only for use by the Authorized Users and only for the purpose of serving the internal needs of the business of Licensee;
- (2) In support of Licensee's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with computer(s) which conform to the system requirements set forth in the Agreement;
- (3) make one copy of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that RouteMatch's proprietary legend is included; and
- (4) use the Deliverables solely to assist Licensee in its authorized use of the Software.

(b) The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:

- (1) copy (except as expressly permitted in Section 3(a)(3) above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software; or separate the components of the Software;
- (2) copy or provide any third party with access to or use of any of the Deliverables without the prior written consent of RouteMatch;

- (3) transfer any of Licensee's rights or obligations under this Agreement without the express, advance, written consent of an officer of RouteMatch, and then only if: (A) Licensee keeps no copies of the Software, Users Manuals, or Deliverables; (B) Licensee transfers Licensee's entire rights and obligations under this Agreement in or to the Software, Users Manuals, or Deliverables; and, (C) the transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the right to use the Software. Any attempted transfer or assignment of any of Licensee's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(3);
- (4) remove any proprietary or copyright legend from any material contained in or on the Software, Users Manuals, or Deliverables;
- (5) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or
- (6) use any trademarks, service marks, or logos of RouteMatch.

4. LIMITED WARRANTY AND LIMITATION OF WARRANTIES.

- (a) Subject to the conditions and limitations set forth herein, RouteMatch warrants for a period of ninety (90) days immediately following the installation of the Software (the "Warranty Period") that the Software will substantially conform in all material respects to the specifications set forth in the Agreement, which is attached hereto and incorporated herein, for the version or release level of the Software most recently installed for Licensee. Subject to the provisions and limitations set forth herein, RouteMatch will correct any such nonconforming Software if Licensee has notified RouteMatch of such nonconformity in writing within the Warranty Period. RouteMatch shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if (1) Licensee has not reported to RouteMatch the existence and nature of such nonconformity within the Warranty Period, and (2) such nonconformity cannot be verified.
- (b) The limited warranty set forth in Section 4(a) above does not apply to any Software that has been repaired or modified by persons other than RouteMatch or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than RouteMatch. The foregoing warranty is conditioned upon the

proper use of the Software in accordance with the terms and conditions of this Agreement and with RouteMatch's User Manual and any other written instructions provided by RouteMatch to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. RouteMatch makes no warranty that the Software will meet Licensee's requirements or operate in combinations with other software or hardware selected by Licensee, that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.

- (c) As Licensee's exclusive remedy for any material nonconformity in the Software for which RouteMatch is responsible as provided in this Section 4 and for which RouteMatch is notified in writing within the Warranty Period as set forth above, RouteMatch shall attempt through reasonable effort to correct or cure any such reproducible, material nonconformity by issuing a software patch, a work-around or bypass. In the event that RouteMatch does not correct or cure any such nonconformity after it has made a reasonable effort to do so, or if RouteMatch determines that it is not economically feasible or reasonable to make such correction, Licensee's exclusive remedy shall be (i) a reduction in the license fee paid by Licensee for the nonconforming Software in an amount mutually agreed upon in writing signed by the Parties; or (ii) if no such amount is agreed to in writing signed by the Parties within thirty (30) days after RouteMatch has notified Licensee in writing that RouteMatch has not corrected or cured a material nonconformity after having made a reasonable effort to do so, then Licensee shall have ten (10) days from the end of the such thirty (30) day period within which to elect, and to notify RouteMatch in writing of its election, to either promptly return all copies of the Software, Users Manuals, or Deliverables and obtain a refund of the license fee(s) paid for such nonconformity, or accept the Software with such nonconformity and with no reduction in the License Fee(s). Licensee's failure to timely make such an election shall be deemed to be an election of the latter option.
- (d) EXCEPT AS PROVIDED IN SECTION 4(a) THROUGH (c) OF THIS EXHIBIT B, THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS, AND ROUTEMATCH DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE, USERS MANUALS, AND DELIVERABLES, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR

USE. FOR GREATER CERTAINTY, ROUTEMATCH MAKES NO WARRANTY THAT THE SOFTWARE WILL OPERATE WITH ALL APPLICATIONS, UTILITIES OR OTHER MEMORY RESIDENT PROGRAMS.

(e) RouteMatch shall not be responsible for any obsolescence of the Software for any reason. Furthermore, RouteMatch assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. PROPRIETARY PROTECTION AND RESTRICTIONS.

(a) Licensee acknowledges that RouteMatch has spent a number of years developing the Software, Users Manuals, and Deliverables and accordingly agrees that the Software, Users Manuals, and Deliverables are the sole property of RouteMatch and contain copyrighted, confidential and trade secret information, and that as between RouteMatch and Licensee, RouteMatch shall have the sole and exclusive ownership of all right, title and interest in and to its confidential information (as defined below), the Software, the Users Manuals, and the Deliverables (including ownership of all trade secrets and copyrights pertaining to, or contained within, any of the foregoing), subject only to the rights and privileges expressly granted to Licensee herein by RouteMatch. Licensee must and will keep the Software, Users Manuals, and Deliverables free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep RouteMatch's confidential information, the Software, Users Manuals, and Deliverables in complete confidence, and will take all measures necessary to protect and maintain the confidential and proprietary character of the confidential information, Software, Users Manuals, and Deliverables. Additionally, Licensee will indemnify and hold RouteMatch harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the confidential information, Software, Users Manuals, or Deliverables as a result, in whole or in part, of Licensee's action or inaction.

For the purposes of this Agreement, "confidential information" includes any and all financial, legal, technical, commercial, or other information concerning the business and affairs of RouteMatch or its affiliates, which may include, without limitation, any information contained in any business plan of RouteMatch or its affiliates, trade "know-how," trade secrets, products, customer lists, operational methods, marketing plans and strategies, pricing, product development techniques and plans, business acquisition plans, methods of manufacture, technical processes, designs and

design projects, inventions and research programs, software, algorithms, drawings, analysis, compilations, studies, designs, research, notes, memoranda, records, development data, sketches and other materials prepared by either RouteMatch and its affiliates, or by any person or entity based upon confidential information, and any confidential information and trade secrets developed in the course of the parties' business relationship. The term confidential information shall exclude, and the provisions of this Agreement shall not apply to, any information or other material (1) which was available to or known to Licensee prior to the execution and delivery of a copy of this Agreement without any violation of an obligation of confidentiality to RouteMatch, (2) which is or becomes publicly available other than through a breach of this Agreement, or (3) which is or becomes available to the Licensee from a source other than RouteMatch, which source is not under an obligation of confidentiality to RouteMatch with respect to such information or material.

(b) RouteMatch is committed to providing Licensee with consistent, high-quality customer support. In order to help RouteMatch in this endeavor, Licensee hereby authorizes RouteMatch to enter Licensee's premises during regular business hours, or to connect remotely to Licensee's computers on which the Software is or is to be installed, in order to inspect Licensee's computers and Software in any reasonable manner to provide support and to verify Licensee's compliance with the terms of this Agreement.

(c) Licensee acknowledges that, in the event of Licensee's breach of any of the provisions of this Agreement, RouteMatch will not have an adequate remedy in money or damages. RouteMatch shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. RouteMatch's right to obtain injunctive relief shall not limit its right to seek further remedies.

(d) If a third party claims that the Software Users Manuals, or Deliverables infringe any patent, copyright, trade secret, or any similar intellectual property right, RouteMatch will defend Licensee against such claim at RouteMatch's expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies RouteMatch in writing of the claim, cooperates fully with RouteMatch in the defense of any such claims, and allows RouteMatch to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, RouteMatch will, at its option and expense, either: (1) procure for Licensee the right to continue using the Software Users Manuals, and/or Deliverables;

(2) replace or modify the Software Users Manuals, or Deliverables so that it becomes non-infringing; or, (3) if it is not possible or in RouteMatch's sole discretion is not economically feasible for RouteMatch to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee the unused portion of the applicable license fee amortized over a five (5) year period from the Effective Date and any annual technical support fees paid by Licensee for the remainder of the then current Term for such technical support services. However, RouteMatch shall have no obligation for any claim based on Licensee's modification of the Software Users Manuals, or Deliverables or their combination, operation or use with any product, data or apparatus not specified or provided by RouteMatch. THIS PARAGRAPH STATES ROUTEMATCH'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. FEES AND REIMBURSEMENT OF EXPENSES.

Licensee shall pay to RouteMatch those fees and reimburse RouteMatch for those expenses as and when set forth in the Agreement. In the event that there is no due date set forth in the Agreement, all invoices will be due and owing within ten (10) days of the date of the invoice. In the event that Licensee fails to pay any amounts owed to RouteMatch hereunder on or before the due date therefore, all unpaid amounts will accrue interest at the rate of one and a half percent (1.5%) per month thereafter until paid, and Licensee shall reimburse RouteMatch for all costs and reasonable attorneys fees incurred by RouteMatch by reason thereof.

All fees and charges are exclusive of all taxes. Except and to the extent that Licensee has tax exempt status and is not subject to the payment of taxes, Licensee is solely responsible for payment of any and all taxes, including sales or use taxes, intangible taxes, and property taxes resulting from Licensee's purchase or acceptance of the license granted herein, Licensee's possession and use of the Software, or from any of the services that RouteMatch may provide to Licensee under and pursuant to this Agreement, exclusive of taxes based on RouteMatch's income. If Licensee is exempt from the obligation to pay taxes Licensee shall provide RouteMatch with evidence of such tax exempt status as reasonably required by RouteMatch.

7. TERMINATION.

(a) Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement and all licenses granted to Licensee under this Agreement upon written notice to the other Party (the "Breaching Party") in the event of a

breach of any of the terms or conditions of this Agreement by such Breaching Party that is not cured by such Breaching Party as follows: (i) within ten (10) days after its receipt of written notice of any breach with respect to the payment or nonpayment of any fees or other monies that are due and owing under and pursuant to this Agreement; provided however, that a Breaching Party shall have the right to cure any such monetary breach only once within any twelve (12) month period; or (ii) within thirty (30) days after its receipt of written notice of any breach of any term or condition of this Agreement other than the payment or nonpayment of monies owed.

(b) Upon the termination of this Agreement for any reason, Licensee shall promptly pay to RouteMatch all then due and outstanding amounts owed by Licensee to RouteMatch under this Agreement, and all rights granted to Licensee will terminate and revert to RouteMatch. Promptly upon termination of this Agreement, for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Software, Licensee shall return or destroy, as requested by RouteMatch, all copies of the Software, Users Manuals, and Deliverables in the possession, custody or control of Licensee and all other materials pertaining to the Software (including all copies thereof). Licensee agrees to and shall certify to RouteMatch in writing and under oath Licensee's compliance with all of the terms and conditions of this Section 7(b) promptly upon RouteMatch's request for the same.

8. LIMITATION OF LIABILITY.

(a) EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 5(d) ABOVE, THE CUMULATIVE LIABILITY OF ROUTEMATCH TO LICENSEE FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO ROUTEMATCH HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ROUTEMATCH SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.

(b) IN NO EVENT SHALL ROUTEMATCH BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE,

EVEN IF ROUTEMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. COSTS OF LITIGATION.

If any action is brought by either Party to this Agreement against the other Party regarding the subject matter hereof, the prevailing Party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys fees and expenses of litigation.

10. EXPORT AND GOVERNMENT USE RESTRICTIONS.

Licensee agrees that it will not export or re-export the Software, any part thereof, to any country, person or entity subject to United States export restrictions. Furthermore, Licensee agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

11. INCORPORATION OF OTHER SOFTWARE.

The Software may incorporate material or components which are owned by third parties and which are used by agreement between RouteMatch and such third parties. Licensee acknowledges and agrees that any third party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Licensee.

12. ASSIGNMENT.

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Except as otherwise expressly provided herein, this Agreement may not be assigned by Licensee without RouteMatch's prior written consent.

13. SEVERABILITY.

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby, and the Parties hereby agree that the invalid,

illegal or unenforceable provisions will automatically (and without further action by either Party) be replaced with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

14. NO THIRD PARTY RIGHTS.

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

EXHIBIT C-1

TO SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN ROUTEMATCH SOFTWARE, INC. AND LICENSEE

Product Descriptions

RouteMatch Fixed™

The following is a description of the all features and functionalities included in your RouteMatch Fixed™ license and deliverable under the Agreement:

Accessing RouteMatch Fixed

RouteMatch Fixed requires all users to have a unique username and password. If you do not have a username, or don't know your password, please contact your agency's system administrator.

To access the application, double-click the RouteMatch Fixed icon installed on your computer Desktop. The RouteMatch Fixed logon screen appears.

Navigating RouteMatch Fixed

RouteMatch Fixed Workspace provides a workspace for user interface.

Menu Bar

System-wide settings and information.

Application Icons

Navigate to specific areas of the application.

Help Menu

The Help menu contains the RouteMatch Fixed Online Help system and important licensing and version information.

Licensing

Set up or change licensing information for your agency. This feature is normally only used during installation by the Implementation Consultant.

About

This dialog displays version and license information that is important when contacting RouteMatch Technical Support.

Scheduling

The Fixed Scheduling module is used to set up the Routes, Route Patterns, Trips, Stop Order, and Stop Properties. Runs are also set up in the Scheduling Menu after the Routes are complete.

Routes

The Routes dialog allows you to view and manage all of the Routes your service offers. These Routes are your publically published schedules that comprise your transit service.

A Route is made up of a series of Route Patterns.

Use the Routes Dialog

Access the Routes Dialog by selecting the Routes tab from the Scheduling module.

RouteMatch Fixed allows you to:

- Create a Route
- Edit a Route
- Expire a Route

Route Patterns

A Route Pattern is a direction, or other variation, of a route. Each route contains one or more route patterns based on direction, days of the week, or stop properties.

RouteMatch Fixed allows you to:

- Create a Route Pattern
- Edit a Route Pattern
- Expire a Route Pattern
- Copy a Route Pattern

Trips

A Trip is one instance of a vehicle going from one end to the other of a Route Pattern. A Trip has a distinct set of Stops in a Stop Order with Stop Properties. A Route Pattern may have multiple Trips as more than one vehicle may be in use for that pattern.

RouteMatch Fixed allows you to:

- Create a Trip
- Create Multiple Trips
- Edit a Trip
- Expire a Trip
- Copy a Trip

Stops

All Stops are added to the database as Locations. Stops cannot be edited, but the Stop Order can be changed and Stops can be expired. Any modifications to Stops will affect all Stops on the associated Route Pattern.

RouteMatch Fixed allows you to:

- Create a Stop Order
- Edit a Stop Order
- Expire a Stop in Stop Order

Stop Properties

The Stop Properties allow you to view and edit the specific Stop times in a Stop Order and the type of Stop being made. The system recognizes four (4) types of Stops (locations); Check points, stop points, time points, and layovers.

RouteMatch Fixed allows you to:

- Edit Stop Properties

Runs

In RouteMatch Fixed, a Run is the path that a vehicle and driver services as they complete the publically published Routes. Runs are different than Routes as a Run may contain multiple Routes, or individual Trips from many different Routes. RouteMatch Fixed helps you build your Runs so your Routes are performed at the highest efficiency possible.

The Runs tab is used to view and manage the Runs in your system.

RouteMatch Fixed allows you to:

- Create a Run
- Add Trips to a Run
- Remove Trips from a Run
- Edit a Run

Posting

Posting is the process that allows Route and Run information to be active and available for a day or range of days. This information must be posted in order to be available to receive actual data.

RouteMatch Fixed allows you to:

- Post for a day or range of days

Dispatching

The Fixed Dispatching module is used for all monitoring of the AVL or GPS devices. If you are not using devices (vehicle-mounted or handheld), this module is not applicable.

Dispatch Monitor

The Dispatch Monitor is a tool that was created for service dispatchers to view vehicle data as it comes in from the on-board device. This data includes the vehicle location and how close to the schedule the driver is running the Routes. The rate the data is updated is configurable, but the default is to have the view refresh every 30 seconds.

In addition to the tabular form of the Dispatch Monitor, the dispatcher can also view the location of the vehicle in the Map View window.

The Dispatch Monitor displays status data in two ways: The Status Per Individual Stop, which shows a breakdown of type of status as a percentage of the entire Run, and a Per-Stop Status that shows the status of each Stop as it happens. In both cases, the monitor uses a color code to make it easy to see how the Route is being run.

The system marks something late, early, or on time based on the schedule adherence thresholds set in System Parameters found on the Admin menu.

Using the Dispatch Monitor:

- Display Runs in the list on the left-hand column.
- View the Actual data in the right-hand column labeled Actuals. Each Stop appears in that list for the Run, shown with the appropriate color code.
- Change the rate (in seconds) in which the monitor is updated with new GPS/AVL data.
- Show or hide the Auto Display Map.

ETA

ETA is a feature of the Dispatching module that displays the estimated time of arrival for all stops, taking into account stop times, breaks, and garage times. This data is viewed on the dispatching grid, making it easy for dispatchers to incorporate this functionality into their routine.

This feature is used to see how close to "on time" vehicles are running through their schedules in the course of the day, allowing dispatchers to make adjustments to the schedules accordingly. When changes are made, ETA makes new calculations immediately, showing the dispatcher how the changes affect other stops later in the day.

When used in conjunction with vehicles equipped with mobile-data devices, the incoming real-time data feed causes ETA values to adjust automatically as the trips are processed by the drivers and/or when periodic GPS information is received. Without mobile-data devices, ETA works only when manual trip edits are made by Dispatchers.

ETA Columns

ETA (actual)

This column is constantly recalculated as data is entered or received from MDCs. It reflects the "estimated time of arrival" based on the current data and adjusts for both late and early entries.

This column uses the following calculation:

ETA (actual) = ETA of previous stop + RSE calculated travel time + applicable load and/or unload time.

If the prior stop was a break and that break did not have a location specified, then the travel time is calculated based on the most recent stop that has a location specified.

ETA (actual) is immediately calculated when either of the following occurs:

- Dispatch makes an edit to any of the following grid columns and saves: Stop Time, Completed, Cancelled, No Show, Vehicle, Appointment Time, Address, Attendant Count, Guest Count, Timing Preference, and Requested Time.
- An MDC updates to the same columns as in #1, which occurs when a Driver uses the MDC to arrive, depart, no show, etc.

Periodic GPS updates are an added bonus (for granularity) and initiate a recalculation if the GPS update is received after the ETA Age to Refresh on GPS Updates setting. This setting is configured by your administrator in the Settings module and compares the amount of time since the last ETA recalculation with the amount of time chosen for the setting. If the update is received too soon since the last update, no calculation is made, though the GPS information is still saved.

GPS updates may be sent in too quickly, or for too many vehicles for the application to process them all as they come in, so those that are later than the ETA Age to Refresh on GPS Updates setting are queued for calculation. As the data sits in the queue it will be replaced by newer data from the same vehicle so that when the calculation does occur, only the most recent GPS information will be used in the calculation.

ETA

The ETA column reflects when the vehicle is expected at the stop location. If the vehicle is running early (ETA (actual) < Stop Time), the ETA column will be set to the Stop Time, since extra time is still available in the schedule for Dispatch to use for ADA pickups without impacting the performance of the currently scheduled Stop. If the vehicle is running late (ETA (actual) > Stop Time), the ETA column will be set to ETA (actual).

In the case where the driver is running late and you have chosen not to change the Stop Time, the pressure

stays on the driver. However, when the rider calls in, you would likely tell them that the driver is running late as communicated by the ETA value (which will be the same as the ETA (actual) value).

ETA (slack)

ETA (actual) is the time RSE says that you will arrive at the stop; Stop Time is the time the driver is trying to get there. ETA (slack) is the difference between the two, and indicates if the driver is ahead (positive number) or behind (negative number). Use this column to determine if you can add trips at a particular point in your schedule, without impacting future stops. Note that if the driver is still within the window, the driver is not early or late, only ahead or behind.

ETA (early/late)

This column compares ETA (actual) to a stop time. This is a measure of how the customer perceives the situation. The result is a color-coded number of minutes the trip is currently outside of the schedule adherence window. These settings are configured in the Settings Module (Schedule Adherence Early Threshold and Schedule Adherence Late Threshold). Note that the number will not normally match the value in the ETA (slack) column as the ETA (early/late) value is the time to or from either the early or late window, not the Stop Time.

ETA (actual) shows Dispatch how the driver is performing, while ETA (early/late) shows them the customer's perspective.

On the dispatching grid, this column is color coded to make it easier to view on-time performance at-a-glance.

Use the Dispatch Map

When a Run is selected in the Dispatch Monitor, the Route the vehicle makes is shown on the Dispatch Map.

See How Fast a Vehicle is Moving

System provides ability to view vehicle speed in the vehicle tracking list on the AVL Map Display Map.

RMLink Messages

RMLink is an application installed with RouteMatch Fixed that transmit data to and from your mobile devices. Use the Dispatching module to send and receive messages from your drivers in the field.

RouteMatch Fixed and RMLink allow you to:

- Send messages
- View messages
- Filter Messages

Depot Messages

The Depot Messages Interface is where a Dispatcher would send messages to the Message Monitor portion of the Depot Sign. Administrator rights are not required for the Dispatcher to send messages.

RouteMatch Fixed allows you to:

- Create a Depot Message
- Edit a Depot Message

Visual Headways

Visual Headways display a dynamic view of the vehicle in relation to stops on a Route Pattern.

RouteMatch Fixed allows you to:

- View Visual Headways

Addresses

The Addresses module allows you to search, edit, add, and delete addresses. Included in the Addresses module is a dynamic geocoding function that assigns an xy coordinate to a location on the street network. A map of the service area is displayed when editing or adding a new address.

Addresses Module Toolbar

Use the Address toolbar to access the various features of the Address module.

Find a Geocoded Address

Use the search area under the toolbar to find or search for an address that has already been geocoded.

Add (Geocode) a new Address

New addresses can be added to the addresses database at anytime. The addresses can be added

through the Locate function which attempts to locate the address or by manually locating the

address on the map using the map tools.

Edit an Address

Any address that has been entered into the system can be edited at any time. For example, an incorrect Type may have been selected or the wrong Common Name for an address may have been entered and needs to be changed. This can be accomplished by editing the address.

Delete an Address

You can delete an address at any time if there are no dependencies attached to the address.

Batch GeoCoding

Batch geocoding is a process that allows the user to geocode several non-geocoded addresses in a batch process. The non-geocoded address could be a saved non-geocoded address or an imported address.

RouteMatch Fixed allows you to:

- Assign Zone Names
- Assign Land Routes

Vehicles

The Vehicles window allows you to search, edit, add, and delete vehicles. The vehicle information is associated across two tabs.

Vehicles Module Toolbar

Add a Vehicle

New vehicles can be added at any time by entering the necessary information on the associated tabs.

Add Vehicle Information on the General Tab

Vehicle identification information can be entered on the General tab.

Add Vehicle Scheduling Information on the Scheduling Tab

Vehicle capacity and default garage stop information is entered on the Scheduling tab. The vehicle profile can be created as well if driver scheduling is being used.

Vehicle Profiles

Assign a vehicle profile to any vehicle in your vehicle list. The vehicle profile lists and rates the desired driver characteristics to the vehicle. When driver scheduling is employed, the profile is used to match (score) the vehicle to a driver. For example, if you can only allow drivers with a CDL to drive a certain vehicle then the driver would be matched with that type of vehicle. Once a vehicle profile is created it can be applied to other vehicles.

Add Vehicle Profiles

New vehicle profiles can be added at any time by entering the necessary information to any vehicle in your vehicle list.

Edit Vehicle Profiles

After a vehicle profile has been created you can edit that profile, if necessary.

Delete Vehicle Profiles

A vehicle profile can be deleted from a vehicle if no other vehicles are using the profile.

Add Vehicle Information on the Custom Fields Tab

Enter data into the custom fields, which are created in Vehicle Options on the Settings Window.

Edit a Vehicle

After a vehicle has been created, you may modify the data at anytime.

Delete a Vehicle

Delete a vehicle at any time if there are no dependencies attached to the vehicle.

Print Vehicle Information

Print vehicle information by selecting the Printer icon.

Drivers

The Drivers module allows you to search, edit, and, and delete drivers. A driver's information is entered into the tabs labeled: General, Scheduling, Emergency Contact, Properties, and Customer Fields.

Drivers Module Toolbar

Drivers General Tab

The General tab on the Drivers window allows you to enter the driver's demographic and other important information.

Drivers Schedule Tab

The Schedule tab allows you to set up a driver's work availability.

Add Driver Information to the Schedule tab

Create Availability Groups for a Driver

The driver's availability is established on the Schedule tab.

Edit Availability Groups for a Driver

You can edit existing availability groups and their properties. You can add additional time periods to the non-available groups and available groups.

Delete a Date Span

Edit Availability Group Properties

Display Availability Schedule Details

You can display the driver's schedule details for up to one week by selecting the days of the week.

Delete an Availability Group for a Driver

You can delete an existing availability group and associated properties.

Emergency Contact Tab

Information regarding whom to call in case of a driver emergency can be entered in the Emergency Contact tab.

Properties Tab

The value of each driver characteristic can be entered on this tab. You can also create a list of preferred vehicles for the driver and select the importance of each vehicle.

Add Driver Characteristics

Add driver characteristics to each driver record to allow for weighted assignments in the driver scheduling process

Add a Driver Preferred Vehicle

Preferred vehicles can be assigned to drivers based on driver preference. Drivers will be assigned to preferred vehicles during driver scheduling process

Employment History Tab

The Employment History tab is only available to users with the Managed Transportation System (MDemand) license setting. It allows you to track a driver's history with various providers. Users without the MDemand license will not see this tab.

Custom Fields Tab

Additional information can be entered into the user-defined driver fields in the Custom Fields tab.

Edit Driver Information

After a driver record has been created, you may edit or modify the driver information. Edit a driver record by completing the following steps.

Delete a Driver Record

You can delete a driver from the system at any time if there are no dependencies attached to the driver record.

Print Driver Information

Print report of driver related attributes and records

Utilities

The Utilities Menu is used to generate the Actuals, draw Maps of the Fixed Routes, access the Vehicle Playback for actual and historic data, and view the Visual Headways.

Route Stops

When adding a new address to RouteMatch Fixed (or through RouteMatch Demand), you must add that address as a Route Stop to be able to select it for a Stop Order. This is done through the Route Stops screen found in the Utilities Menu.

Add an address as a Route Stop

Edit or expire a Route Stop

Configure a Stop with a Depot Monitor

Use the Route Stop Depot Monitor tab to set up the Depot Monitor for the Route Stop.

Peripheral Control

The Peripheral Control feature allows you to create points on your Routes that act as arrival and departure 'Trip-wires,' which are GPS-based areas your vehicles pass through when approaching and/or departing a Stop. When a vehicle is equipped with an MDC device, you can configure your targets to send a command to the on-board device.

Create Stop Target

User interface to allow users to create and manage stop targets and geofences

Edit a Target

If you need to change the settings on your targets, you can edit them directly in the Peripheral Control dialog.

Delete a Target

Maps

Through the Peripheral Control dialog users can view, edit, and create Land Routes that appear as colored lines on top of the service area maps.

Create a Land Route

Edit a Land Route

Assign a Land Route

Verification

The Verification module is used to view and manage actuals entered delivered via mobile devices or manually entered from the data written on the Drivers Manifest.

Actuals

The Actuals section is where changes to a driver, a vehicle, or times are made to individual days. Actuals are only for individual days. If the change is long term, the change should be made in the templates for the Routes, Route Patterns, Trips, and Runs.

Change Run Actuals

Change Actuals for a Stop

If you need to change information for specific Stops on a Run, use the Actual Stop Properties dialog.

Use AutoFill Stop Odometer Values

On the Actual Stop Properties screen, you can have RouteMatch Fixed automatically populate each Stop's odometer readings by entering the start and stop odometer values for one or more vehicles.

Same Day Runs

Same day Runs can be created for short-term Runs that last a specific amount of time, ending at the current Active Date. This can be used for special event transportation or holiday routes.

Analysis

The Analysis module provides access to visual reports and analysis information. This information is useful for analyzing trends and patterns that can help you optimize your service and troubleshoot issues with runs, routes, and schedules.

Run Variance Report

This report is used to minimize deadhead time by assisting in trend and pattern analysis. The report shows how many minutes the actual data varies from the scheduled data at two points in the run: pull-out to the first pickup and the last pickup to pull-in.

Passenger Counts Report

This report shows a breakdown of how many passengers rode on a vehicle for a given date range. Each stop that have passenger count actuals reported show the number of passengers on and passengers off at that stop. Use this report for pattern and trend analysis.

Headways Report

This report is to assist in routing and vehicle staging. This report will also identify gapping and stacking in schedules.

Reporting

Standard Reports

The Standard Reports screen provides printable reports for viewing data and information extracted from the application. There are currently ten (10) standard reports in RouteMatch Fixed, each with its own view of the data and with its own parameters that must be set.

Access a Standard Report

Use the Standard Report Viewer

Driver Manifest

This report is the driver's daily schedule, listing each route pattern and trip the driver will run during the current day. The report also has data entry boxes for the driver to fill out and turn in based on your service's requirements.

Driver Paddles Report

The Driver Paddles Report shows the driver and vehicle assignment with run and trip information. The report has entry fields the driver can use to complete the report and return to the dispatcher.

Pull Out / Pull In Times Report

The Pull Out/Pull In Times Report shows the pull out times based on date, time, and stop location. This information can be used to stage vehicles at stop locations.

Vehicle Utilization Report

The Vehicle Utilization Report shows the vehicle ID (vehicle number) based on Run and pull out times.

On Time Performance Report

This report shows a breakdown of how often vehicles are on time, late, or early to a stop. The report is organized by stop. For each stop, you can view a sub-report that shows a detailed list of each time a vehicle made the stop, organized by run.

Schedule Adherence Report

This report shows the percentage of on time stops based on route pattern, trip, and stop location.

NTD Report

The NTD Report contains the National Transit Database Service Form (S-10) information for your service.

Service Report

This report displays fare, passenger, and travel distance data about specific runs, organized by date and calculated to display total amounts for the time period reported on.

Passenger Report

This report shows a log of when passengers got on and got off of a vehicle. The report can be generated to show passengers by vehicle, stop, route pattern, run, trip, and route.

Fare Tracking Report

Monitoring

The Depot Signs displays at a Depot or Transfer Station for the passengers to view times and locations relevant to the routes and service. The Depot Sign displays all routes that have that have the location as a stop and fall within the minutes set in the Depot Sign configuration on the Route Stops tab of the Utilities module.

Depot Signs are populated by files sent from the RouteMatch Fixed database through the RMXS application that has been configured for your agency. These files are received by the computer running the monitor and displayed in this module.

Configure a Depot Sign

To view the Depot Monitor, Select the Monitoring Module icon.

Message Monitor

The Message Monitor displays at a depot or transfer stations for the passengers to view locations and messages relevant to the routes and service. Dispatchers can send information to the Message Monitor regarding routes, vehicles, weather and passengers. Depending on the Template selected during configuration, message may appear at the bottom of the manifest or on its own screen.

Settings

The Settings Module is used to configure the parts of your system that you will need during everyday operation. Only users with Administrator rights can view this section of the application.

The Users/Groups Screen

The Users/Groups screen allows you to create users to access RouteMatch and groups to control the privileges of the users. Groups are created and permissions are set for that group. Users are assigned passwords and then allotted to one or more groups. Every user must be assigned to a group and once assigned, has all of the permissions selected for that group. Additionally, any user or group can be marked as active or deleted from this screen.

Create a Group and Assign Permissions

Edit a Group

A group can be edited after it has been created. Both the name and the permissions can be modified. You can edit a group by completing the following steps.

Define Custom Fields for User Records

Custom data fields are available in various locations throughout the application including the Customers and Drivers module. The user-defined data fields for the User records are created by clicking the Define Custom

button on the Users/Groups screen.

Create a User

You can create a user by completing the steps below. Users must be assigned to at least one group. The users have the same permissions as the group(s) to which they are assigned.

Edit a User

Driver Options

Vehicle Options

Address Options

Fare Types

This allows you to configure different fare types for your service. How this is used is determined by your own operating procedures.

Add a New Fare Type

Delete or Undelete a Fare Type

Edit a Fare Type

Before you edit a fare, remember that you may need to change the System Parameters for the FR Report to display the new types in the Fare Tracking Report.

Fixed Route Options

GPS Options

Report Options

Fixed Actuals Options

AVL Playback

The AVL Playback module allows you to view historical data that was captured during a vehicle's run using an onboard device. Details such as the path the vehicle traveled and the stops the vehicle made along the way are displayed on the map.

AVL Playback Toolbar

AVL Window

Vehicle List

The Vehicle List shows all of the vehicles that have assigned trips for the date selected from the date selector on the menu bar. There is also an option to Show All Vehicles instead of only showing vehicles that have trip assignments.

Map

The map displays the actual route the Vehicle traveled for the selected date.

As the playback handle is moved, the vehicle's location is displayed on the map with a balloon showing the vehicle's name, the datetime stamp of the recorded XY location, and the vehicle's heading and speed, as shown below.

Vehicle Grid

The Vehicle Grid displays the selected vehicle, listing one row for each of the actual stops. All of the actual stops that have occurred display in black font. The stops that have not occurred yet are grayed out on the grid. When you click on a row in the grid, the actual stop on the map is highlighted.

Playback Handle

The Playback Handle is used to move the Vehicle icon on the Map indicating where the vehicle was at a particular time of the day.

EXHIBIT C-2
**TO SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN ROUTEMATCH SOFTWARE, INC. AND LICENSEE**
Workstation Requirements

Operating System	RouteMatch Demand and Fixed: Windows XP Professional, Service Pack 3 or Windows 7
Processor	Intel or AMD 2.8GHz, 2.70GHz dual-core, or 2.66GHz quad-core (or higher)
Memory	Minimum 2GB, 4GB recommended
Hard Drive(s)	80GB SATA - 7200rpm (or larger)
Video Card	Industry standard video card capable of 16-bit color at 1024x768 resolution
Network Card	At least 100 Mb/sec network card
Standard Monitor	Minimum resolution required is 1024x768
Other	UPS Battery Backup and Surge Protection are highly recommended

Server Requirements

Operating System	<ul style="list-style-type: none"> RouteMatch Demand 5.3.5 - Windows Server 2003 – 64-bit version RouteMatch Demand 5.4/Fixed 3.1 – Windows Server 2008 – 64-bit version RouteMatch 5.5.X/6.0 – Windows Server 2008 – 64-bit version
Processor Type	2.7 GHz+ 64-bit quad core processor
Memory	<ul style="list-style-type: none"> Fewer than 25 Vehicles: 8-10GB RAM For 25 to 80 Vehicles: 12-14GB RAM More than 80 Vehicles: 16-18GB RAM
Hard Drives	<ul style="list-style-type: none"> For Fewer than 25 Vehicles: : 6 73GB 15K RPM SAS For 25 to 80 Vehicles: : 8 73GB 15K RPM SAS drives More than 80 Vehicles: : 12 73GB 15K RPM SAS
SQL Server	RouteMatch Demand/Fixed 5.X - Microsoft SQL Server 2005 64 bit Service Pack 4 RouteMatch 6.0 – Microsoft SQL Server 2008 SP3 (Build 10.0.5500)
Network Card	At least 100 Mb/sec (We recommend 2 cards to accomplish '802.3AD Link Aggregation')
No Other Software	This should be a dedicated server and no other software should run on the server.
Virtualization	RouteMatch does not recommend using RouteMatch Demand or Fixed in a virtual environment.

Network Configuration Requirements

Network	At least a 100Mb/sec network (using switches, no hubs) TCP/IP Protocol only
----------------	---

EXHIBIT C-3

TO SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN ROUTEMATCH SOFTWARE, INC. AND LICENSEE

RouteMatch invites Licensee to purchase additional licenses, services, training, and maintenance during the Term, including, without limitation, the items listed below:

Core Product Configuration	
RouteMatch Demand - Additional Users	
RouteMatch Demand - Additional Vehicles	
RouteMatch Demand - Computer Assisted - Additional Users	
RouteMatch Demand - Computer Assisted - Additional Vehicles	
RouteMatch Demand - Manual Scheduling - Additional Users	
RouteMatch Demand - Manual Scheduling - Additional Vehicles	
RouteMatch Fixed - Additional Users	
RouteMatch Fixed - Additional Vehicles	
RouteMatch Brokerage - Additional Users	
RouteMatch Brokerage - Additional Users	
RouteMatch Fleet - Additional Users	
RouteMatch Fleet - Additional Vehicles	
RouteShout Mobile App	
Software Hosting Services	
Modules	
AVL/MDC	
AVL	
MDC	
Fixed Route Integration	
Self-Service IVR (Reservationist)	
Notification	
Notification (Email Only)	
Notification (SMS Only)	
Next StopSign Module	
Flex Deviation	
Incident	
Certification	
Maintenance	
Coordination	
Agency License	
Vehicle License	
Data Interchange Module	

Electronic Medicaid Billing (835/837)
RouteShout Display
RouteShout Management Console
Peripheral Integration
Automated Passenger Counters
Automated Voice Announcement
AVA Voice Message Announcements
AVA Voice Recording Software
Transit Signal Priority
Headsign Integration (Twin Vision / Luminator / Hanover)
Farebox (GFI)
Generic J1708/1939 Device
Passenger Information Displays
Web Portals
Customer
Facility
Provider
Fixed Route
Extensible Mobile
RMMobile Demand
RMMobile Fixed
RMMobile Inspect
RMVelocity VLU
Support, Maintenance and Hosting Fees
Premium Annual Support and Maintenance
Comprehensive Annual Support and Maintenance
RMMobile Annual Support
Software Hosting Services
Third Party Costs
TeleAtlas GIS Data
Microsoft SQL Server Database Software - Base Price
Microsoft SQL Server Database Software - Additional Client Access Licenses (CAL)
Mobile Data Computers
Automated Vehicle Location (AVL) Unit

Fixed Route Peripherals (Automated Passenger Counters, Automated Voice Announcers, Next Bus Signs, Destination Signs, Passenger Information Signs, Workstations, Computer Servers, and related information technology components
Professional Services
Principal-in-Charge
Project Manager
Senior Implementation Consultant
Advanced RSE™ Scheduling & Routing Consultant
Implementation Consultant
Network Administrator / Information Technology Consultant
Additional Custom Reports
Product Documentation - User Guide, Administrator Guide, and Training Guides
Annual User Conference and Extended Training
RouteMatch University™ - 5 Day Training Package
Annual RouteMatch User Conference - General Participation

Visit RouteMatch's customer portal, my.routematch.com, for the most up-to-date prices for the products and services listed in this Exhibit C-3. Additionally, RouteMatch shall provide written estimates to Licensee for any items requested by Licensee at the time of Licensee's request.

Exhibit D

Request for Proposals

(to be inserted)

Exhibit E

RouteMatch Proposal

(to be inserted)

Exhibit F

Required Federal Clauses

(to be inserted)



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 28, 2018
MEETING DATE: July 2nd, 2018

SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Johnny Ziem
PRESENTER: Johnny Ziem, Interim Public Works Director

SUBJECT: Residential Parking Area for the Snow King Estates Water Main Improvements Project

STATEMENT/PURPOSE

The purpose of this item is to obtain Council authorization to create a specific, reserved parking area for Snow King Estate's residents only, for use as permitted parking during construction of the new water main.

BACKGROUND/ALTERNATIVES

Town Staff and Mayor Muldoon met with residents from Snow King Estates on Tuesday, June 19th, 2018, to discuss issues and investigate possible solutions concerning the construction of the new water main. One of the issues brought to Staff's attention by the residents of Snow King Estates is parking.

Since the start of this project, Public Works has provided a shuttle service that assists residents through the active construction zone during construction hours. Public Works (PW) staff has stationed a vehicle above the active excavation zone and one below the active excavation zone. When Snow King Drive is closed due to construction, residents can call our shuttle cell phone and request service to get to and thru the active zone, and ultimately to their homes. Once the contractor is finished working for the day, the road is opened to all vehicular traffic and residents do not need any shuttle assistance from PW staff. Since the project has only progressed roughly a quarter of the way down Snow King Dr., residents have been able to park their vehicles below the active zone of construction (excavation) and walk to their homes. As the contractor progresses further down the hill, construction of the new water main will impact more residents and space for parking below the active excavation zone will be very limited.

Staff's solution to this issue is to provide and reserve a parking area for the residents of Snow King Estates on a section of Redmond St. and a small section of East Kelly Ave. Staff is proposing that this parking be used only for the residents of Snow King Estates to allow for safe and adequate parking. PW staff will shuttle residents from this parking area through the active excavation zone to their homes, during construction hours.

The Town Council has many options, several are listed below:

1. Approve Staff's recommendation to secure adequate and safe parking on both sides of Redmond St. (between E. Kelly and Cache Creek Dr.) and a short section on the south side of E. Kelly Ave.
2. Direct Staff to investigate other possible alternatives for adequate and safe parking in this particular location, i.e., the base of Snow King Estates.
3. Direct Staff to investigate other possible alternatives for adequate and safe parking within a reasonable distance to the base of Snow King Estates.

ATTACHMENTS



FISCAL IMPACT

Fiscal impact related to this request would be the purchase of 10 custom parking signs (\$150.00) dedicating this reserved parking area to Snow King Estate residents only and the purchase of Town issued parking permits (\$40.00). Public Works has temporary sign post/bases that can be utilized at no cost.

STAFF IMPACT

PW staff impacts would be managing the placement of the signage, communicating with Snow King Estate residents about this parking area, and communication on how residents can obtain a parking permit (est. 4 hours per week). Police Department staff impacts would be patrolling this parking zone for parking compliance (est. 8 hours per week).

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends approval of a parking area reserved for the residents of Snow King Estates only, on both sides of Redmond St. (between E. Kelly and Cache Creek Dr.) and on the south side of E. Kelly Ave: from 520 E. Kelly to the driveway at 640 E. Kelly.

SUGGESTED MOTION

I approve a parking area reserved for the residents of Snow King Estates only, on both sides of Redmond St. (between E. Kelly and Cache Creek Dr.) and on the south side of E. Kelly Ave: from 520 E. Kelly to the driveway at 640 E. Kelly.

Synopsis for PowerPoint (120 words max):

Background:

The purpose of this item is to obtain Council authorization to create a specific, reserved parking area for Snow King Estate's residents only, for use as permitted parking during construction of the new water main.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 28, 2018
MEETING DATE: JULY 2, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR

SUBJECT: **SECOND READING OF ORDINANCES I, J, & K: REGARDING ADOPTION OF AMENDED ZONING TEXT AND ZONING MAP TO IMPLEMENT CHARACTER DISTRICTS 3 – 6 AND TOWN PARKING AS SET FORTH IN THE JACKSON/TETON COUNTY COMPREHENSIVE PLAN.**

REQUESTED ACTION

Second Reading of Ordinances I, J, and K, regarding adoption of amended text to the Town of Jackson Land Development Regulations (LDRs) and Official Zoning Map to implement Town Character District 3: Town Residential Core; Character District 4: Midtown; Character District 5: West Jackson (*excluding Business Park (BP) zone*); Character District 6: Town Periphery, and the recommendations from the Town Parking Study, as set forth in the Jackson/Teton County Comprehensive Plan.

PRIOR TOWN COUNCIL ACTION

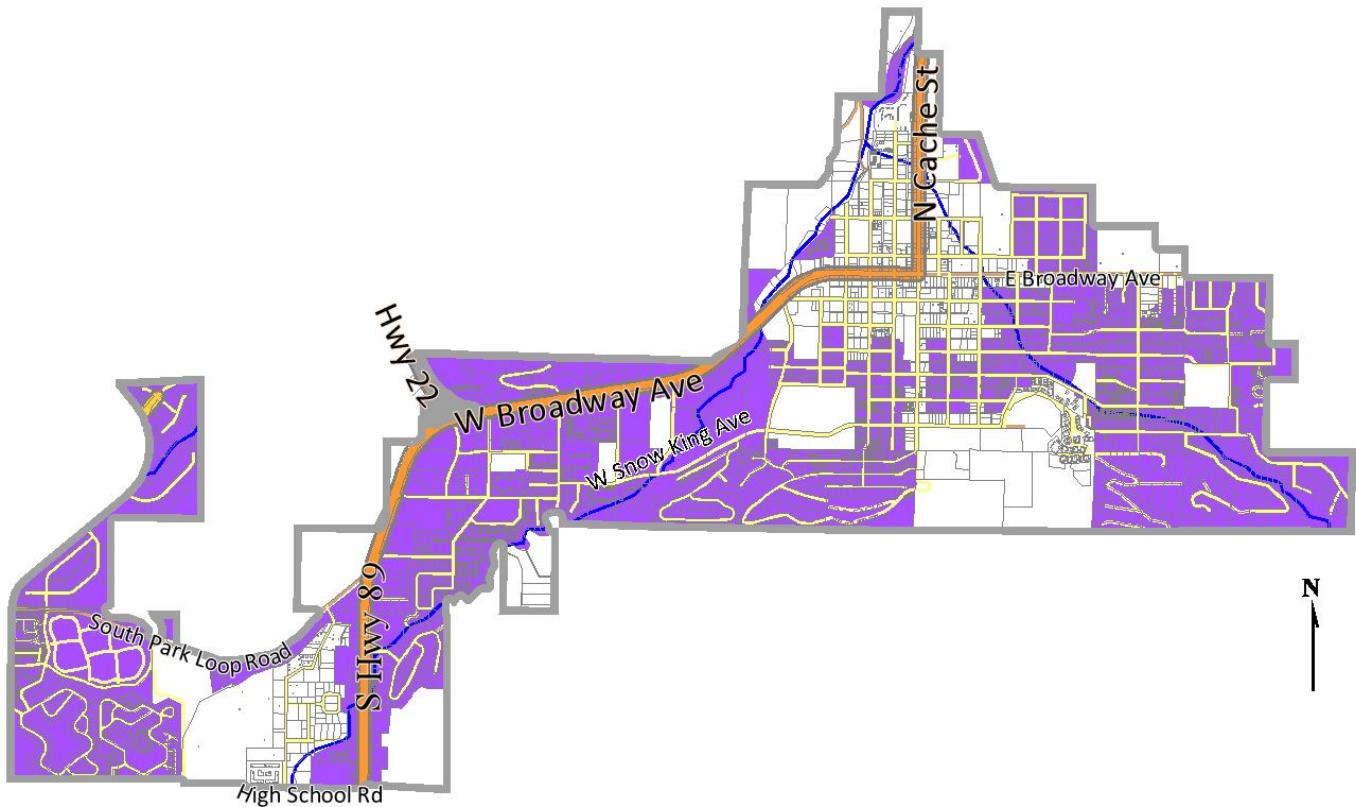
At their May 30, 2018 special meeting, Council directed staff to prepare the Districts 3 – 6 and Town Parking Ordinances for consideration. The May 30 direction was the culmination of a process that began in February 2017, built on Council direction given in June 2017 and then again in December 2017. This process has engaged nearly 800 participants. For a full detail of the process see the attached staff report for the May 30 meeting.

On their June 25, 2018, special meeting, the Council approved First Reading of the Ordinances I, J, and K with the following modifications.

1. Allow both street and alley access in the NL-4 and NL-5 zones;
2. Require a 5' side setback for structures less than 14' for residential zones;
3. Require a 5' rear setback for structures less than 14' for residential zones;
4. Allow Mini-storage Warehouse use in the CR-3 as a Basic Use;
5. Make changes identified by staff for clarity and consistency as directed by Council ;
6. In the NM-1 zone, no ARU's will be allowed with a duplex unless the lot has double frontage access (Arne Jorgensen/Hawtin amendment); and
7. In the NL-1 and NL-2 zones, allow 500 square foot detached ARU's with 18,000 square foot lots.

LOCATION

The Districts 3 - 6 Ordinances and Town Parking generally affect the area shown in purple below.



STAFF ANALYSIS

Staff has updated the proposed LDRs to include the seven modifications approved by Council at First Reading on June 25, 2016. The Council should ensure that staff incorporated those changes as desired and intended by the Council. Staff does not have any additional questions or concerns that it wishes to raise with the Council at Second Reading.

FINDINGS

Council made the Findings for this Amendment when they approved the District 3 - 6 and Town Parking LDR Text Amendment (P17-077) and Districts 3 - 6 Zoning Map Amendment (P18-173) on May 30, 2018. Those findings are detailed in the May 29 Staff Report (attached).

ATTACHMENTS

Ordinance I
Ordinance J
Ordinance K
May 29, 2018, Staff Report
Public Comment

FISCAL IMPACT

Not applicable.

STAFF IMPACT

None.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Staff recommends approval at Second Reading of Ordinances I, J and K, subject to any changes identified by Council or staff during the hearing.

SUGGESTED MOTIONS

Item 1: I move to approve **Ordinance I** on Second Reading to Third Reading.

Item 2: I move to approve **Ordinance J** on Second Reading to Third Reading.

Item 3: I move to approve **Ordinance K** on Second Reading to Third Reading.

ORDINANCE I

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART), THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS, AND OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF JACKSON TO RE-NUMBER SECTIONS 2.2.2, 2.2.3, 2.2.4 and 2.2.5, TO ADD SECTIONS 2.2.2 THROUGH 2.2.9 AND 2.2.13, TO DELETE SECTIONS 2.3.4, 2.3.5, 2.3.6, 2.3.9, 2.3.11, 2.3.12, 2.3.14, 2.3.15, AND 2.3.16, TO AMEND SECTIONS 2.1.1, 2.1.2, 2.2.1.D.5, 4.4.1.G, 5.2.1.D, 5.3.1.B.2, 5.3.1.B.5, 5.3.2.D.3, 5.4.1.B, 5.5.3.C.1, 5.5.3.D, 5.5.4.C, 5.6.1.E.7.a, 5.8.1.A, 6.1.1.F, 6.4.3.A, 7.1.1, 7.2.1, 7.8.4.B.1, 8.2.2.B.1.b, 9.4.6.D, 9.4.8.J AND 9.5.P, TO REMOVE THE URBAN RESIDENTIAL (UR), AUTO-URBAN COMMERCIAL-TOWN (AC-TOJ), AUTO-URBAN RESIDENTIAL-TOWN (AR-TOJ), BUSINESS PARK RESTRICTED USES (BP-R), BUSINESS CONSERVATION-TOWN (BC-TOJ), RESIDENTIAL BUSINESS (RB), NEIGHBORHOOD CONSERVATION-TOWN (NC-TOJ), NEIGHBORHOOD CONSERVATION-2-FAMILY (NC-2), AND SUBURBAN-TOWN (S-TOJ) LEGACY ZONES, AND TO ADD THE NL-1: NEIGHBORHOOD LOW DENSITY 1, NL-2: NEIGHBORHOOD LOW DENSITY 2, NL-3: NEIGHBORHOOD LOW DENSITY 3, NL-4: NEIGHBORHOOD LOW DENSITY 4, NL-5: NEIGHBORHOOD LOW DENSITY 5, NM-1: NEIGHBORHOOD MEDIUM DENSITY 1, NM-2: NEIGHBORHOOD MEDIUM DENSITY 2, NH-1: NEIGHBORHOOD HIGH DENSITY 1, AND CR-3: COMMERCIAL RESIDENTIAL 3 CHARACTER ZONES, TO IMPLEMENT CHARACTER DISTRICTS 3 THROUGH 6 OF THE JACKSON/TETON COUNTY COMPREHENSIVE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to renumber Section 2.2.2 as 2.2.10, 2.2.3 as 2.2.11, 2.2.4 as 2.2.12, and 2.2.5 as 2.2.14; add Sections 2.2.2 through 2.2.9 and 2.2.13; delete Sections 2.3.4, 2.3.5, 2.3.6, 2.3.9, 2.3.11, 2.3.12, 2.3.14, 2.3.15, and 2.3.16; and amend Sections 2.1.1, 2.1.2, 2.2.1.D.5, 4.4.1.G, 5.2.1.D, 5.3.1.B.2, 5.3.1.B.5, 5.3.2.D.3, 5.4.1.B, 5.5.3.C.1, 5.5.3.D, 5.5.4.C, 5.6.1.E.7.a, 5.8.1.A, 6.1.1.F, 6.4.3.A, 7.1.1, 7.2.1, 7.8.4.B.1, 8.2.2.B.1.b, 9.4.6.D, 9.4.8.J, and 9.5.P of the Town of Jackson Land Development Regulations to read as follows:

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 (P17-077)

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. DC: Downtown Core
- J. CR-1: Commercial Residential-1
- K. CR-2: Commercial Residential-2
- L. CR-3: Commercial Residential-3
- M. Office Residential (OR)

2.1.2. Legacy Zones (P17-077)

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)

4. Lodging

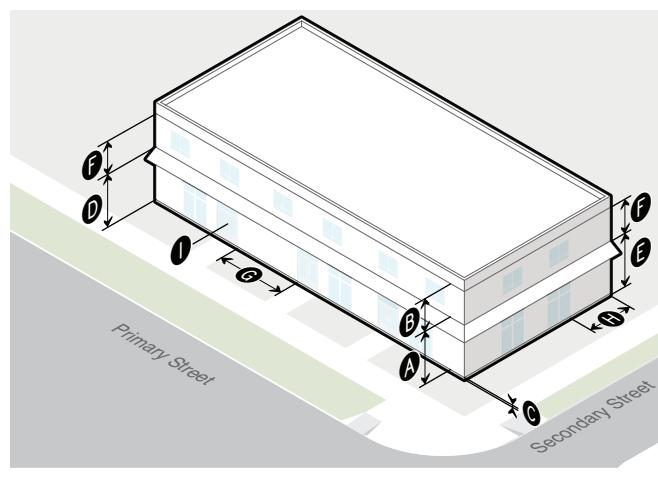


Description

In the Lodging Frontage, the main facade of the building is either set back or pulled up to the sidewalk with a street-facing entrance or series of entrances. The Lodging Frontage is intended primarily for lodging uses, and has a variety of glazing (windows and doors) at the sidewalk level.

Story Height	Sec. 9.4.13.
Ground story height (min)	12' A
Upper story height (min)	7' 6" B
Ground floor elevation (min-max)	0' - 5' C
Transparency	Sec. 9.4.14.
Ground story, primary street (min)	40% D
Ground story, secondary street (min)	20% E
Upper story, primary/secondary street (min)	20% F
Blank Wall Area	Sec. 9.4.15.
Blank wall area, primary street (max)	35' G
Blank wall area, secondary street (max)	50' H
Pedestrian Access	Sec. 9.4.16.
Entrance facing primary street	Required I
Entrance spacing along primary street (max)	n/a

5. Highway



Description

The Highway Frontage is intended for a variety of uses that front Highway 89/191. Buildings must address the Highway by providing an operable building entrance that faces the Highway 89/191 and provide glazing (windows and doors) on both ground and upper story street-facing building facades.

Story Height	Sec. 9.4.13.
Ground story height (min)	12'
Upper story height (min)	9'
Ground floor elevation (min-max)	0' - 5'
Transparency	Sec. 9.4.14.
Ground story, primary street (min)	40%
Ground story, secondary street (min)	40%
Upper story, primary/secondary street (min)	20%
Blank Wall Area	Sec. 9.4.15.
Blank wall area, primary street (max)	50'
Blank wall area, secondary street (max)	50'
Pedestrian Access	Sec. 9.4.16.
Entrance facing primary street	Required
Entrance spacing along primary street (max)	n/a

2.2.2. NL-1: Neighborhood Low Density-1

(P17-077)

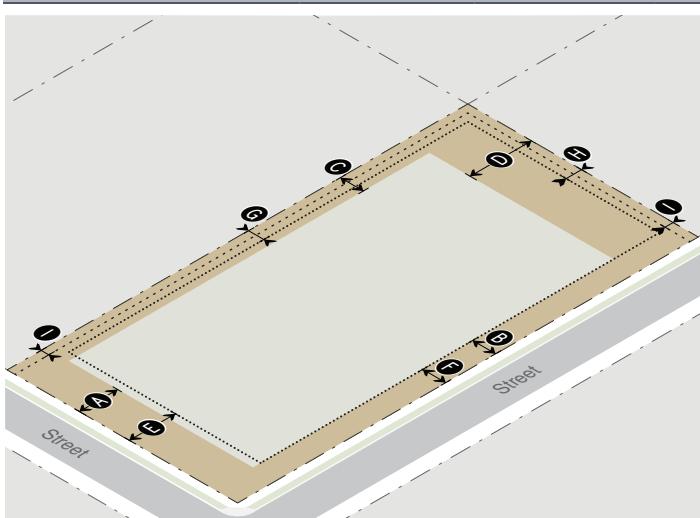
A. Intent

1. General Intent: The intent of the Neighborhood Low Density-1 (NL-1) zone is to provide for places with enough open space and sufficient lot size to provide a predominance of landscape and yards over buildings. Buildings and development should be oriented to respect steep slopes, preserve open space, and provide for wildlife movement through the property. This zone is intended for Stable neighborhoods where increased residential density is not intended.
2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street, often including longer driveways.
4. Land Use: Single-family detached homes, accessory structures, and ARUs are the primary land uses.
5. Comprehensive Plan: Based primarily on Subarea 6.2 in the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Primary Building Setbacks (Sec. 9.4.8)

Primary street (min)	25'	A
Secondary street (min)	15'	B
Side interior (min)	15'	C
Rear (min)	40'	D

Accessory Structure Setbacks (Sec. 9.4.8)

Primary street (min)	30'	E
Secondary street (min)	15'	F
Side interior/rear (min)	10'	G
Rear (min)	10'	H

Site Development Setbacks

All site development, excluding driveways or parking.	Same as primary building
Primary/secondary street (min)	5'

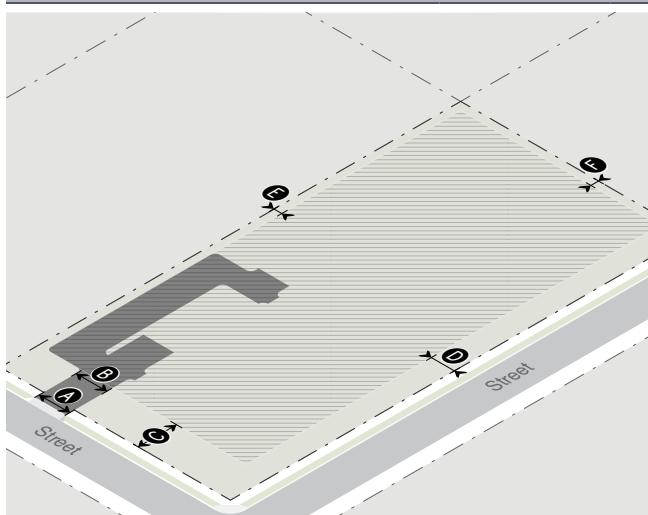
Landscaping (Div. 5.5)

Landscape surface ratio (min)	.60
Plant units (min)	
Residential	1 per lot

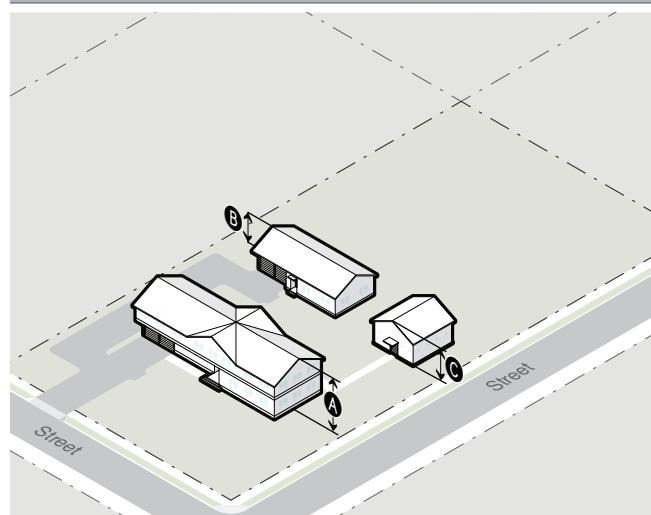
Nonresidential 1 per 1,000 sf of landscape area

Parking lot (all uses) 1 per 12 parking spaces

2. Vehicle Access Standards



3. Bulk & Mass Standards



Access

Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less
Driveway width in primary/secondary street setback (max)	20'

Parking Setbacks

Primary street* (min)	25'	C
Secondary street* (min)	15'	D
Side interior (min)	5'	E
Rear (min)	5'	F

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

Design Guidelines

Div. 5.8

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height

Sec. 9.4.9

Height: roof pitch \leq 3/12 (max)	2 stories, not to exceed 26'	A
Height: roof pitch 4/12, 5/12 (max)	2 stories, not to exceed 28'	A
Height: roof pitch \geq 6/12 (max)	2 stories, not to exceed 30'	A

Accessory Structure Height

Sec. 9.4.9

Accessory residential unit (max)	2 stories, not to exceed 26'	B
All other accessory structures (max)	14'	C

Scale of Development

Sec. 9.4.13

Floor area ratio (FAR max)	.40
Individual building (max gross floor area)	10,000 sf

4. Fencing	
Height (max)	
In street yard	4'
In side or rear yard	6'
Setback (min)	
Primary or secondary street lot line/R.O.W./ sidewalk (min)	1'
Side or rear lot line	0'
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
5. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek South of Cache Creek Dr.	20'
Flat Creek North of Hansen Ave.	25'
Flat Creek South of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min)	(7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO) Standards	(Sec. 5.2.1.)
6. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass prohibited	
All lights over 600 initial lumens shall be fully shielded	
Lumens per sf of site development (max)	1.5
Lumens per site (max)	
All fixtures	60,000
Unshielded fixtures	4,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) Standards	(Sec. 5.3.2.)
7. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Lot with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)

Wildland Urban Interface	(Sec. 5.4.5.)
8. Signs	(Div. 5.6.)
Number of Signs (max)	3 per business per frontage
Home occupation/business	1 unlit wall sign
Background Color	No white or yellow
Sign Area	
Total sign area (max)	3 sf per ft of street facade width up to 150 sf
Home occupation/business	2 sf
Penalty	10% per projecting and freestanding sign
Sign Type Standards	
Canopy sign	
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Freestanding sign	
Height (max)	6'
Setback (min)	5'
Projecting sign	
Height (max)	24' above grade
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits

Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
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 NL-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-1 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-1 zone, however, all standards in Article 6. are applicable in the NL-1 zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Open Space					to be amended pending Housing Mitigation LDR Update
Agriculture (6.1.3.B.)	B	n/a		n/a	
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement (max)	2/DU	to be amended pending Housing Mitigation LDR Update
Group Home (6.1.4.G.) (E.1.)	C	15 rooms per acre		0.5/bed	
Institutional					
Assembly (6.1.8.B.)	C	n/a		independent calculation	to be amended pending Housing Mitigation LDR Update
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	to be amended pending Housing Mitigation LDR Update
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	
Minor	B	n/a			

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2.)	B	1 unit per lot	Detached ARU on Lot < 18,000 sf (max): 500 sf habitable. All other ARUs (max): 800 sf habitable	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	
Home Occupation (6.1.11.D.)	B	n/a		n/a	to be amended pending Housing Mitigation LDR Update
Home Business (6.1.11.E.)	C	n/a		1/employee	
Family Home Daycare (6.1.11.F.)	B	n/a		1/employee + 1 off-street pick-up/drop-off	
Home Daycare Center (6.1.11.G.)	C	n/a		1/employee + 2 off-street pick-up/drop-off	
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot		2/DU	
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a		1/employee	

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

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

D. Development Options and Subdivision

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

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)	Standards		
Allowed Subdivision Options				
Land Division	43,560 sf	(Sec. 7.2.3.)		
2. Residential Subdivision Requirements				
Affordable Housing				
Required Affordable Housing		to be amended pending Housing Mitigation LDR Update		
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

E. Additional Zone-specific Standards

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

1. Group Home Use Standards

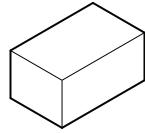
Group Home uses shall be located at least 300 feet from an existing dwelling unit, unless the group home use was proposed as part of a development that included both the group home use and the dwelling units.

2. Accessory Residential Units (ARUs)

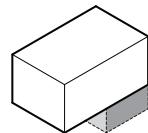
a. Home Occupations and Home Businesses in ARUs are prohibited.

F. Configuration Options

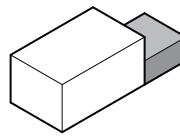
Configuration options in the NL-1 zone include, but are not limited to, the following:



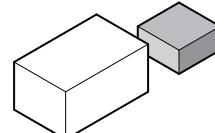
One Unit



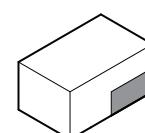
One Unit
+ One basement ARU



One Unit
+ One attached ARU



One Unit
+ One detached ARU



One Unit
+ One internal/basement ARU

2.2.3. NL-2: Neighborhood Low Density-2

(P17-077)

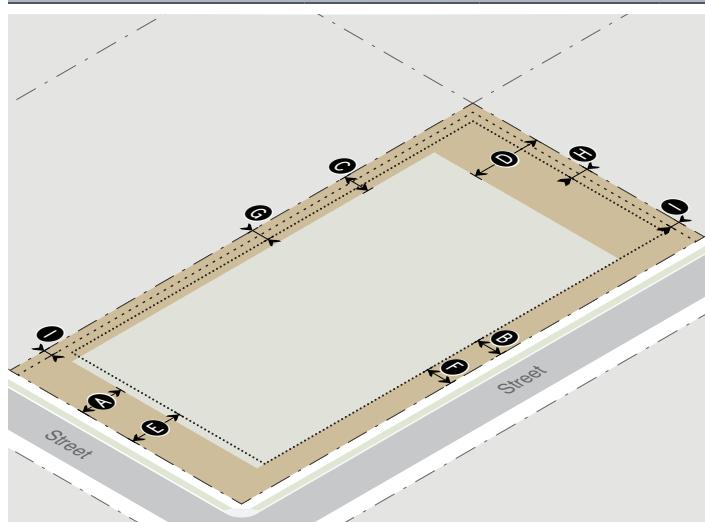
A. Intent

1. General Intent: The intent of the Neighborhood Low Density-2 (NL-2) zone is to provide for places with enough open space and sufficient lot size to provide a predominance of landscape and yards over buildings. Buildings and development should be oriented to respect steep slopes, preserve open space, and provide for wildlife movement through the property. This zone is intended for Stable neighborhoods where increased residential density is not intended.
2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street, often including longer driveways.
4. Land Use: Single-family detached homes, accessory structures, and ARUs are the primary land uses.
5. Comprehensive Plan: Based primarily on Subarea 6.2 in the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Primary Building Setbacks (Sec. 9.4.8)

Primary street (min)	25'	A
Secondary street (min)	15'	B
Side interior (min)	15'	C
Rear (min)	25'	D

Accessory Structure Setbacks (Sec. 9.4.8)

Primary street (min)	30'	E
Secondary street (min)	15'	F
Side interior/rear (min)	10'	G
Rear (min)	10'	H

Site Development Setbacks

All site development, excluding driveways or parking.

Primary/secondary street (min)	Same as primary building
Side interior/rear (min)	5'

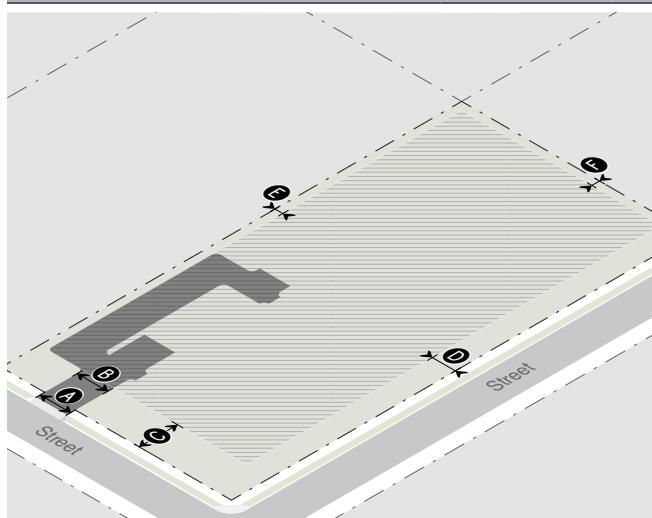
Landscaping (Div. 5.5)

Landscape surface ratio (min)	.60
Plant units (min)	
Residential	1 per lot

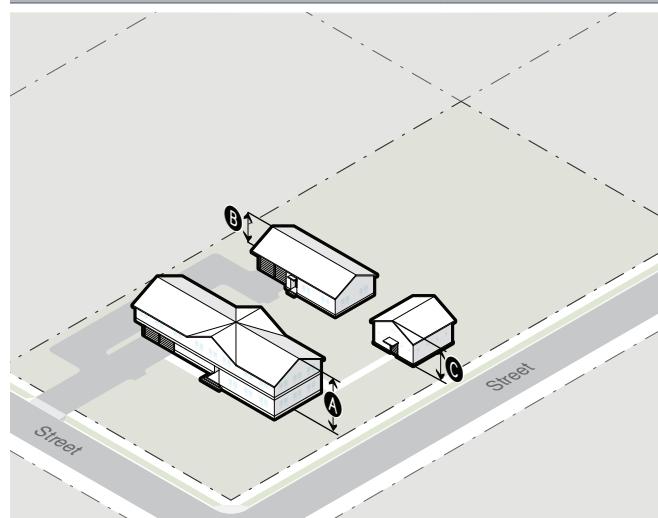
Nonresidential 1 per 1,000 sf of landscape area

Parking lot (all uses) 1 per 12 parking spaces

2. Vehicle Access Standards



3. Bulk & Mass Standards



Access

Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less A
Driveway width in primary/secondary street setback (max)	20' B

Parking Setbacks

Primary street* (min)	25' C
Secondary street* (min)	15' D
Side interior (min)	5' E
Rear (min)	5' F

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

Design Guidelines

Div. 5.8

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height	Sec. 9.4.9
Height: roof pitch \leq 3/12 (max)	2 stories, not to exceed 26' A
Height: roof pitch 4/12, 5/12 (max)	2 stories, not to exceed 28' A
Height: roof pitch \geq 6/12 (max)	2 stories, not to exceed 30' A
Accessory Structure Height	Sec. 9.4.9
Accessory residential unit (max)	2 stories, not to exceed 26' B
All other accessory structures (max)	14' C
Scale of Development	Sec. 9.4.13
Floor area ratio (FAR max)	.40
Individual Building (max gross floor area)	10,000 sf

4. Fencing	
Height (max)	
In street yard	4'
In side or rear yard	6'
Setback (min)	
Primary or secondary street lot line/R.O.W./sidewalk (min)	1'
Side or rear lot line	0'
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
5. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek South of Cache Creek Dr.	20'
Flat Creek North of Hansen Ave.	25'
Flat Creek South of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min)	(7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO) Standards	(Sec. 5.2.1.)
6. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass prohibited	
All lights over 600 initial lumens shall be fully shielded	
Lumens per sf of site development (max)	1.5
Lumens per site (max)	
All fixtures	60,000
Unshielded fixtures	4,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) Standards	(Sec. 5.3.2.)
7. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Lot with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)

Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)
8. Signs	
Number of Signs (max)	3 per business per frontage
Home occupation/business	1 unlit wall sign
Background Color	No white or yellow
Sign Area	
Total sign area (max)	3 sf per ft of street facade width up to 150 sf
Home occupation/business	2 sf
Penalty	10% per projecting and freestanding sign
Sign Type Standards	
Canopy sign	
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Freestanding sign	
Height (max)	6'
Setback (min)	5'
Projecting sign	
Height (max)	24' above grade
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Dwelling Unit				X		(Sec. 5.7.1.)
< 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				X	X	(Sec. 5.7.1.)
≤ 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 NL-2 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 NL-2 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-2 zone, however, all standards in Article 6. are applicable in the NL-2 zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a		n/a	to be amended pending Housing Mitigation LDR Update
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	to be amended pending Housing Mitigation LDR Update
Group Home (6.1.4.G.) (E.1.)	C	15 rooms per acre		0.5/bed	
Institutional					
Assembly (6.1.8.B.)	C	n/a		independent calculation	to be amended pending Housing Mitigation LDR Update
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	to be amended pending Housing Mitigation LDR Update
Minor	B	n/a			

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2.)	B	1 unit per lot	Detached ARU on Lot < 18,000 sf (max): 500 sf habitable All other ARUs: 800 sf habitable	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	
Home Occupation (6.1.11.D.)	B	n/a		n/a	to be amended pending Housing Mitigation LDR Update
Home Business (6.1.11.E.)	C	n/a		1/employee	
Family Home Daycare (6.1.11.F.)	B	n/a		1/employee + 1 off-street pick-up/drop-off	
Home Daycare Center (6.1.11.G.)	C	n/a		1/employee + 2 off-street pick-up/drop-off	
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot		2/DU	
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a		1/employee	

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

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

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NL-2 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 NL-2 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-2 zone, however, all standards in Article 7. are applicable in the NL-2 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)	Standards		
Allowed Subdivision Options				
Land Division	21,780 sf	(Sec. 7.2.3.)		
2. Residential Subdivision Requirements				
Affordable Housing				
Required Affordable Housing	to be amended pending Housing Mitigation LDR Update			
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

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-2 zone.

1. Group Home Use Standards

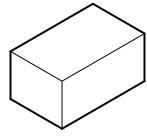
Group Home uses shall be located at least 300 feet from an existing dwelling unit, unless the group home use was proposed as part of a development that included both the group home use and the dwelling units.

2. Accessory Residential Units (ARUs)

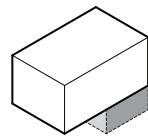
a. Home Occupations and Home Businesses in ARUs are prohibited.

F. Configuration Options

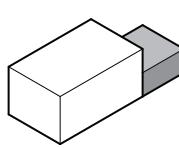
Configuration options in the NL-2 zone include, but are not limited to, the following:



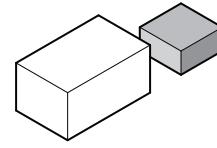
One Unit



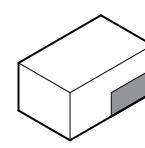
One Unit
+ One basement ARU



One Unit
+ One attached ARU



One Unit
+ One detached ARU



One Unit
+ One internal/basement ARU

2.2.4. NL-3: Neighborhood Low Density-3

(P17-077)

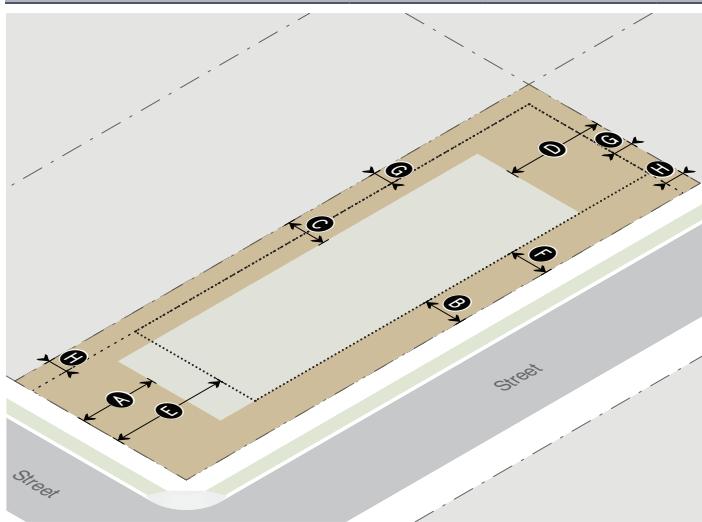
A. Intent

1. General Intent: The intent of the Neighborhood Low Density-3 (NL-3) zone is to recognize existing residential neighborhoods and subdivisions and allow development of Single-Family detached homes with up to one Accessory Residential Unit (ARU) in a way that is consistent with the existing neighborhood character. This zone is intended for Stable neighborhoods where increased residential density is not intended.
2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street.
4. Land Use: Single-family detached homes, accessory structures, and ARUs are the primary land uses.
5. Comprehensive Plan: Based primarily on Subareas 3.1, 5.5, and 6.1 in the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Primary Building Setbacks		(Sec. 9.4.8)
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	25'	D

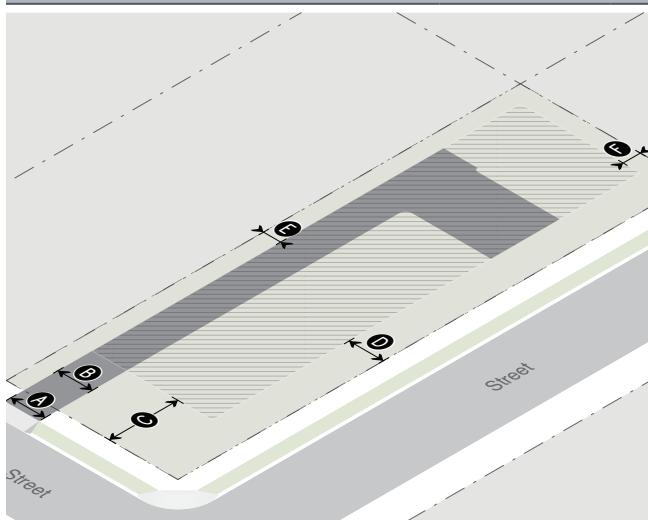
Accessory Structure Setbacks		(Sec. 9.4.8)
Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior/rear (min)		G
>14 feet in height	10'	
≤14 feet in height	5'	
Second floor deck	10'	

Site Development Setbacks	
All site development, excluding driveways or parking.	
Primary/secondary street (min)	Same as primary building

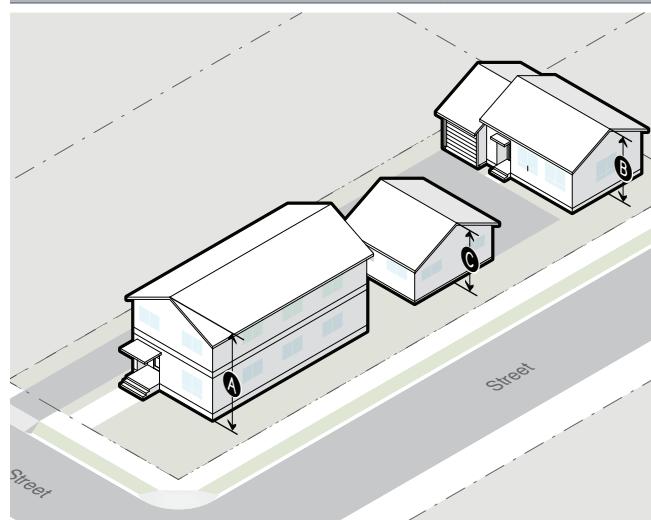
Side interior/rear (min)	5'	H
--------------------------	----	---

Landscaping		(Div. 5.5)
Landscape surface ratio (min)	.45	
Plant units (min)	1 per lot	

2. Vehicle Access Standards



3. Bulk & Mass Standards



Access

Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less
Driveway width in primary/secondary street setback (max)	20' B

Parking Setbacks

Primary street* (min)	20' C
Secondary street* (min)	10' D
Side interior (min)	5' E
Rear (min)	5' F

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

Design Guidelines

Div. 5.8

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height (Sec. 9.4.9)

Height: roof pitch \leq 3/12 (max)	2 stories, not to exceed 26' A
Height: roof pitch 4/12, 5/12 (max)	2 stories, not to exceed 28' A
Height: roof pitch \geq 6/12 (max)	2 stories, not to exceed 30' A

Accessory Structure Height (Sec. 9.4.9)

Accessory residential unit (max)	2 stories, not to exceed 26' B
All other accessory structures (max)	14' C

Scale of Development (Sec. 9.4.13)

Floor area ratio (FAR max)	.40
Individual Building (max gross floor area)	n/a

4. Fencing	
Height (max)	
In street yard	4'
In side or rear yard	6'
Setback (min)	
Primary or secondary street lot line/R.O.W./ sidewalk (min)	1'
Side or rear lot line	0'
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
5. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek South of Cache Creek Dr.	20'
Flat Creek North of Hansen Ave.	25'
Flat Creek South of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min)	(7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO) Standards	(Sec. 5.2.1.)
6. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass prohibited	
All lights over 600 initial lumens shall be fully shielded	
Lumens per sf of site development (max)	1.5
Lumens per site (max)	
All fixtures	60,000
Unshielded fixtures	4,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) Standards	(Sec. 5.3.2.)
7. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Lot with average cross-slope ≥ 10%

Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)
8. Signs	
(Div. 5.6.1.)	
Home occupation/business	1 unlit wall sign
Area (max)	2 sf
Background color	No white or yellow
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits

Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Dwelling Unit				X		
< 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.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

Standards applicable to uses in the NL-3 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 NL-3 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-3 zone, however, all standards in Article 6. are applicable in the NL-3 zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Open Space					to be amended pending Housing Mitigation LDR Update
Agriculture (6.1.3.B.)	B	n/a		n/a	
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	to be amended pending Housing Mitigation LDR Update
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	to be amended pending Housing Mitigation LDR Update
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	
Minor	B	n/a			
Accessory Uses					
Accessory Residential Unit (Sec. 6.1.11.) (E.1)	B	1 unit per lot	Detached ARU on Lot < 11,250 sf: 500 sf habitable All other ARUs: 800 sf habitable	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	to be amended pending Housing Mitigation LDR Update
Home Occupation (6.1.11.D.)	B	n/a		n/a	
Home Business (6.1.11.E.)	C	n/a		1/employee	

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Family Home Daycare (6.1.11.F.)	B	n/a		1/employee + 1 off-street pick-up/drop-off	
Temporary Uses					to be amended pending Housing Mitigation LDR Update
Temporary Shelter (6.1.12.D.)	B	1 unit per lot		2/DU	
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a		1/employee	

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

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure not 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 in the NL-3 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 NL-3 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-3 zone, however, all standards in Article 7. are applicable in the NL-3 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Option Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
2. Residential Subdivision Requirements		
Affordable Housing	to be amended pending Housing Mitigation LDR Update	
Required Affordable Housing		
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

Access

Right-of-way for Minor Local Road (min)

Paved travel way for Minor Local Road (min)

Required Utilities

Water

Sewer

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

E. Additional Zone-specific Standards

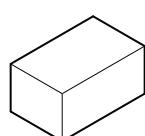
The following standards apply in addition to all other standards applicable in the NL-3 zone.

1. Accessory Residential Units (ARUs)

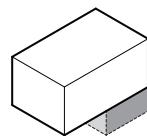
- Accessory residential units are prohibited north of West Broadway accessed via Budge Drive and West Broadway Avenue.
- Home Occupations and Home Businesses in ARUs are prohibited.
- Detached ARUs shall only be permitted on lots that meet minimum lot size.

F. Configuration Options

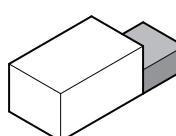
Configuration options in the NL-3 zone include, but are not limited to, the following:



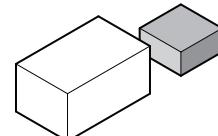
1unit



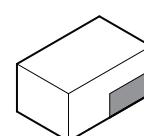
One Unit
+ One basement ARU



1 unit
+ 1 attached ARU



1 unit
+ 1 detached ARU



1 unit
+ 1 internal/basement ARU

2.2.5. NL-4: Neighborhood Low Density-4

(P17-077)

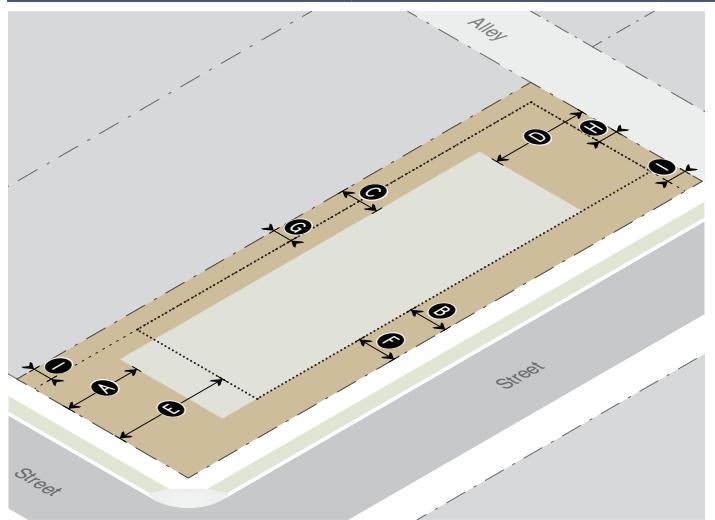
A. Intent

1. General Intent: The intent of the Neighborhood Low Density-4 (NL-4) zone is to recognize existing residential neighborhoods and subdivisions and allow development of Single-Family detached homes with up to two Accessory Residential Units (ARUs) in a way that is consistent with the existing neighborhood character. This zone is intended for properties with alley access and for Stable neighborhoods where increased residential density is not intended.
2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking for new development will typically be accessed from an alley while existing development is often accessed from a primary street.
4. Land Use: Single-family detached homes, accessory structures, and ARUs are the primary land uses.
5. Comprehensive Plan: Based primarily on Subarea 3.1 in the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Primary Building Setbacks

(Sec. 9.4.8)

Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	25'	D

Accessory Structure Setbacks

(Sec. 9.4.8)

Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior/rear (min)		G H
>14 feet in height	10'	
≤14 feet in height	5'	
Second floor deck	10'	

Site Development Setbacks

All site development, excluding driveways or parking.

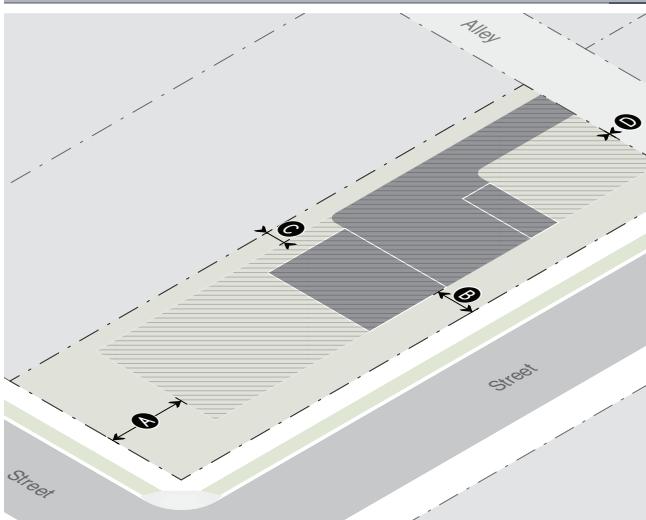
Primary/secondary street (min)	Same as primary building
Side interior/rear (min)	5'

Landscaping

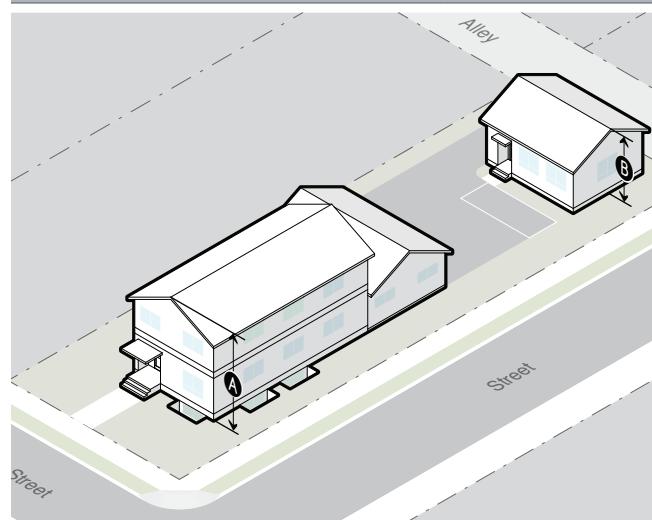
(Div. 5.5)

Landscape surface ratio (min)	.45
Plant units (min)	1 per lot

2. Vehicle Access Standards



3. Bulk & Mass Standards



Access

Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less A
Driveway width in primary/secondary street setback (max)	20' B

Parking Setbacks

Primary street (min)	20' A
Secondary street (min)	10' B
Side interior (min)	5' C
Rear (min)	5' D
Rear alley (min)	2' D

Design Guidelines

Div. 5.8

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height (Sec. 9.4.9)

Height: roof pitch \leq 3/12 (max)	2 stories, not to exceed 26' A
Height: roof pitch 4/12, 5/12 (max)	2 stories, not to exceed 28' A
Height: roof pitch \geq 6/12 (max)	2 stories, not to exceed 30' A

Accessory Structure Height (Sec. 9.4.9)

Accessory residential unit (max)	2 stories, not to exceed 26' B
All other accessory structures (max)	14' B

Scale of Development (Sec. 9.4.13)

Floor area ratio (FAR max)	.40
Individual Building (max gross floor area)	n/a

4. Fencing	
Height (max)	
In street yard	4'
In side or rear yard	6'
Setback (min)	
Primary or secondary street lot line/R.O.W./sidewalk (min)	1'
Side or rear lot line	0'
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
5. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek South of Cache Creek Dr.	20'
Flat Creek North of Hansen Ave.	25'
Flat Creek South of Hansen Ave.	50'
Wetland	30'
Irrigation Ditch Setback (min)	(7.7.4.D.)
Irrigation Ditch	15'
Natural Resource Overlay (NRO) Standards	(Sec. 5.2.1.)
6. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass prohibited	
All lights over 600 initial lumens shall be fully shielded	
Lumens per sf of site development (max)	1.5
Lumens per site (max)	
All fixtures	60,000
Unshielded fixtures	4,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) Standards	(Sec. 5.3.2.)
7. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Lot with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	(Sec. 5.4.3.)
Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)
8. Signs	
Home occupation/business	1 unlit wall sign
Area (max)	2 sf
Background color	No white or yellow
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits

Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Dwelling Unit				X		(Sec. 5.7.1.)
< 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.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

Standards applicable to uses in the NL-4 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 NL-4 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-4 zone, however, all standards in Article 6. are applicable in the NL-4 zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Open Space					to be amended pending Housing Mitigation LDR Update
Agriculture (6.1.3.B.)	B	n/a		n/a	
Residential					to be amended pending Housing Mitigation LDR Update
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable-excluding basement	2/DU	
Transportation/Infrastructure					to be amended pending Housing Mitigation LDR Update
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	
Minor	B	n/a			
Accessory Uses					
Accessory Residential Unit (Sec. 6.1.11.) (E.1)	B	2 units per lot	Detached ARU on Lot < 11,250 sf: 500 sf habitable All other ARUs: 800 sf habitable	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	to be amended pending Housing Mitigation LDR Update
Home Occupation (6.1.11.D.)	B	n/a		n/a	
Home Business (6.1.11.E.)	C	n/a		1/employee	

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Family Home Daycare (6.1.11.F.)	B	n/a		1/employee + 1 off-street pick-up/drop-off	
Temporary Uses					to be amended pending Housing Mitigation LDR Update
Temporary Shelter (6.1.12.D.)	B	1 unit per lot		2/DU	
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a		1/employee	

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

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure not 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 in the NL-4 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 NL-4 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-4 zone, however, all standards in Article 7. are applicable in the NL-4 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Option Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
2. Residential Subdivision Requirements		
Affordable Housing	to be amended pending Housing Mitigation LDR Update	
Required Affordable Housing		
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

Access

Right-of-way for Minor Local Road (min)

Paved travel way for Minor Local Road (min)

Required Utilities

Water

Sewer

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

E. Additional Zone-specific Standards

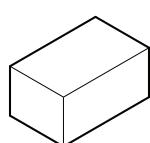
The following standards apply in addition to all other standards applicable in the NL-4 zone.

1. Accessory Residential Units (ARUs)

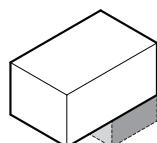
- Home Occupations and Home Businesses in ARUs are prohibited.
- Detached ARUs shall only be permitted on lots that meet minimum lot size.

F. Configuration Options

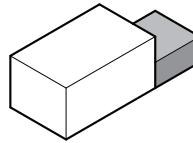
Configuration options in the NL-4 zone include, but are not limited to, the following:



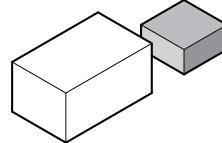
1 unit



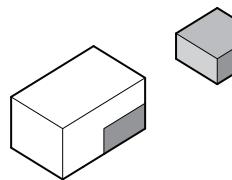
1 unit
+ 1 basement ARU



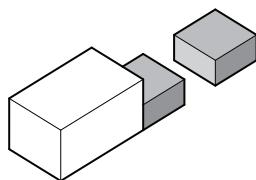
1 unit
+ 1 attached ARU



1 unit
+ 1 detached ARU



1 unit
+ 1 internal/basement ARU
+ 1 detached ARU



1 unit
+ 1 attached ARU
+ 1 detached ARU

2.2.6. NL-5: Neighborhood Low Density-5

(P17-077)

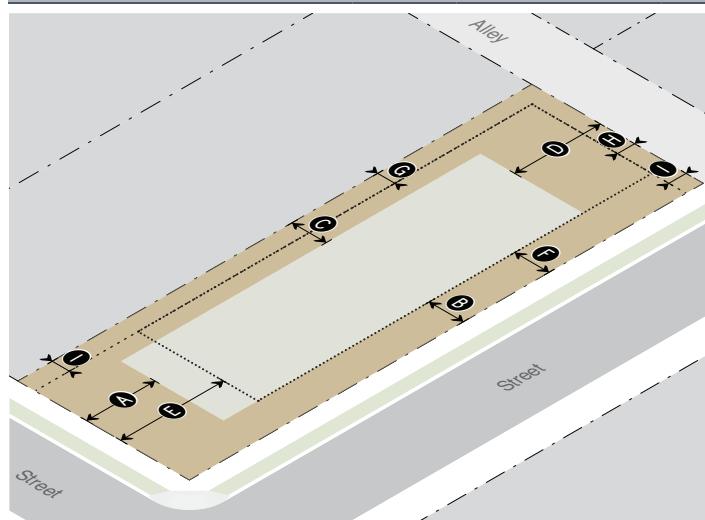
A. Intent

- General Intent: The intent of the Neighborhood Low Density-5 (NL-5) zone is to enhance the character and cohesiveness of residential neighborhoods while allowing for a flexible range of residential types, including single-family detached units, duplex units, and triplex units. A maximum of three detached or attached units per lot is permitted. This flexibility is intended to create opportunities for workforce housing because all apartment units are required to be rented to members of the local workforce. This zone is intended for Stable neighborhoods where increased residential density is not intended.
- Buildings: Buildings can be up to 2 stories in height. Multiple detached buildings or multiple attached units on a site is common. Incentives are provided to encourage variety in roof pitch and design.
- Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from an alley where present or a primary street where no alley exists.
- Land Use: Single-family detached homes, duplex, and triplex units, with additional apartments as allowed to not exceed three units per lot maximum density.
- Comprehensive Plan: Based primarily on Subarea 3.1 in the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Primary Building Setbacks

(Sec. 9.4.8)

Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	B
Rear (min)	10'	D

Accessory Structure Setbacks

(Sec. 9.4.8)

Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior (min)	5'	G
Rear (min)	5'	H

Site Development Setbacks

All site development, excluding driveways or parking.

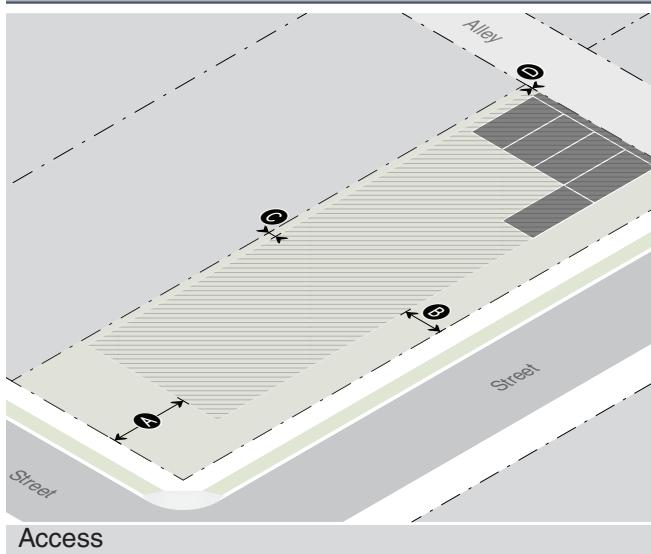
Primary/secondary street (min)	Same as primary building
Side interior/rear (min)	5' I

Landscaping

(Div. 5.5)

Landscape surface ratio (min)	
1 unit	.45
2 units	.35
3 units	.30
All other allowed uses	.45
Plant units (min)	
Residential	1 per lot
Nonresidential	1 per 1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces

2. Vehicle Access Standards



Access

Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less
Driveway width in primary/secondary street setback (max)	20'

Parking Setbacks

	1 or 2 units	3 units/ nonresidential	
Primary street (min)	20'	20'*	A
Secondary street (min)	10'	10'*	B
Side interior (min)	5'	1'	C
Rear (min)	5'	5'	
Rear alley (min)	2'	2'	D

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

3. Bulk & Mass Standards



Design Guidelines

Div. 5.8

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height

(Sec. 9.4.9)

Height: roof pitch \leq 3/12 (max)	2 stories, not to exceed 26'	A
Height: roof pitch 4/12, 5/12 (max)	2 stories, not to exceed 28'	A
Height: roof pitch \geq 6/12 (max)	2 stories, not to exceed 30'	A

Accessory Structure Height

(Sec. 9.4.9)

All other accessory structures (max)	14'
--------------------------------------	-----

Scale of Development

(Sec. 9.4.13)

Floor area ratio (FAR max)	
1 unit	.30
2 units	.35
3 units	.40
All other allowed uses	.40

Individual Building (max gross floor area)	10,000 sf
--	-----------

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

Floodplains	(Sec. 5.4.4.)
Wildland Urban Interface	(Sec. 5.4.5.)
8. Signs	
Number of Signs (max)	3 per business per frontage
Home occupation/business	1 unlit wall sign
Background color	No white or yellow
Sign Area	
Total sign area (max)	3 sf per ft of street facade width up to 150 sf
Home occupation/business	2 sf
Penalty	10% per projecting and freestanding sign
Sign Type Standards	
Canopy sign	
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Freestanding sign	
Height (max)	6'
Setback (min)	5'
Projecting sign	
Height (max)	24' above grade
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits

Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
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 NL-5 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 Section 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-5 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-5 zone, however, all standards in Article 6. are applicable in the NL-5 zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Open Space					to be amended pending Housing Mitigation LDR Update
Agriculture (6.1.3.B.)	B	n/a		n/a	
Residential					
Detached Single-Family Unit (6.1.4.B.) (E.1)	Y	E.1	8,000 sf habitable-excluding basemen	2/DU	
Apartment (6.1.4.D.) (E.2)	B	E.1		1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	to be amended pending Housing Mitigation LDR Update
Dormitory (6.1.4.F.)	C	n/a		1/bed	
Group Home (6.1.4.G.)	C	n/a		0.5/bed	
Institutional					
Assembly (6.1.8.B.)	C	n/a		independent calculation	to be amended pending Housing Mitigation LDR Update
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	to be amended pending Housing Mitigation LDR Update
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	
Minor	B	n/a			

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

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

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

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

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NL-5 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 NL-5 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-5 zone, however, all standards in Article 7. are applicable in the NL-5 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)	Option Standards		
Allowed Subdivision Options				
Land Division	7,500 sf	(Sec. 7.2.3.)		
2. Residential Subdivision Requirements				
Affordable Housing	to be amended pending Housing Mitigation LDR Update			
Required Affordable Housing				
Schools and Parks Exaction		(Div. 7.5.)		
Schools exaction				
Parks exaction				
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

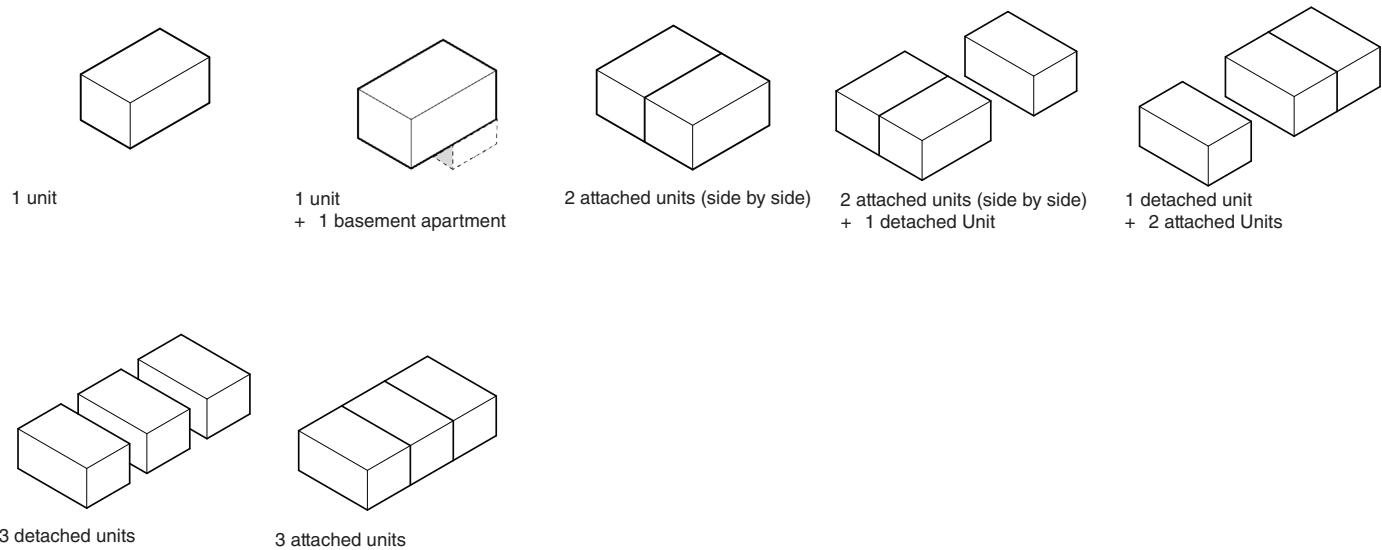
E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. **Single-Family Detached or Apartment.** No more than 3 units of any combination are permitted on the lot.
2. **Apartment**
 - a. Occupancy of an apartment shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests

F. Configuration Options

Configuration options in the NL-5 zone include, but are not limited to, the following:



2.2.7. NM-1: Neighborhood Medium Density-1 (P17-077)

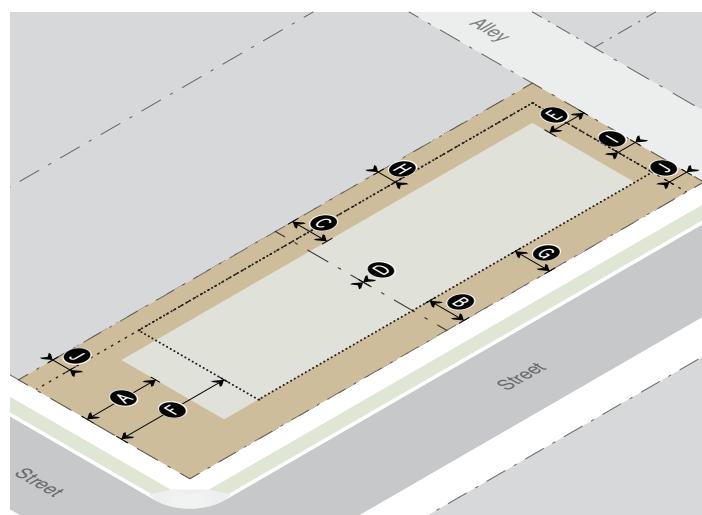
A. Intent

1. General Intent: The intent of the Neighborhood Medium Density 1 (NM-1) zone is to recognize existing residential neighborhood character while allowing flexibility in design and ownership for single-family detached, duplex homes, and Accessory Residential Units (ARUs) on smaller lots when feasible. This zone is intended for Stable neighborhoods where increased residential density is not intended.
2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street or alley when present.
4. Land Use: Single-family detached and attached homes, accessory structures, and ARUs are the primary land uses. Lots are typically either 7,500 or 3,750 square feet but may also be any size within this range.
5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

B. Physical Development

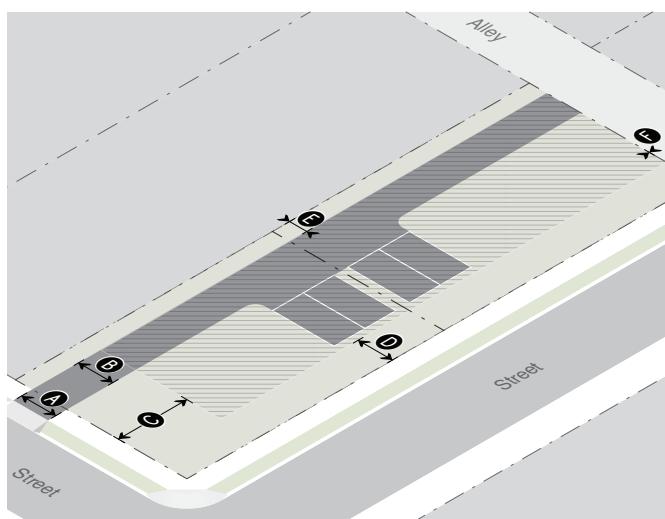
Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



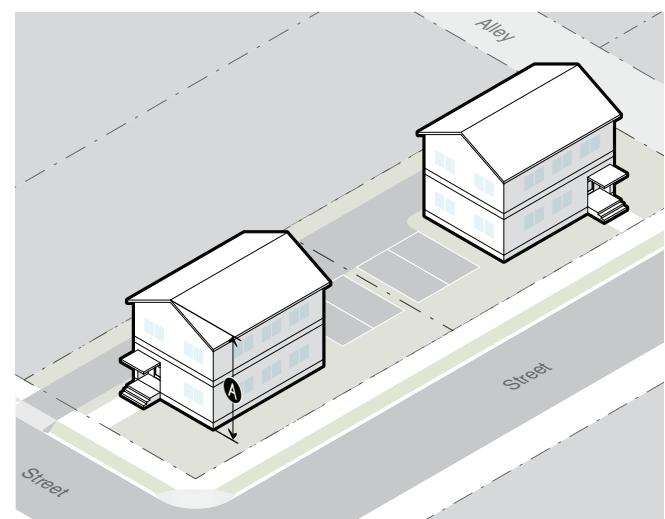
Primary Building Setbacks		(Sec. 9.4.8)
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Duplex interior (min)	0'	D
Rear (min)	10'	
Rear alley (min)	10'	E
Accessory Structure Setbacks		(Sec. 9.4.8)
Primary street (min)	30'	F
Secondary street (min)	10'	G
Side interior/rear* (min)		H
>14 feet in height	10'	
≤14 feet in height	5'	
Second floor deck	10'	
Rear alley (min)	10'	I
Site Development Setbacks		
All site development, excluding driveways or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	J
Landscaping		(Div. 5.5)
Landscape surface ratio (min)	<7,500 sf	≥7,500 sf
Single-family detached	.50	.45
Single-family attached	.50	n/a
Apartment	n/a	.40
LSR decrease for each ARU	.10	.10
All other uses	.50	.45
Plant units (min)	1 per lot	

2. Vehicle Access Standards



SFD/SFA	SFD/SFA	All Other
Lot width ≤25'	Lot width >25'	Uses

3. Bulk & Mass Standards



Access			
Primary street	Allowed	Allowed	Allowed
Secondary street	Allowed	Allowed	Allowed
Alley	Required	Allowed	Allowed
Curb-cut width (max)	Not allowed	20' or 40% of lot frontage, whichever is less	20' or 40% of lot frontage, whichever is less
Driveway width in primary/secondary street setback (max)	Not allowed	20'	20'
Parking Setbacks			
Primary street (min)	20'*	20'*	20'*
Secondary street (min)	10'	10'*	10'*
Side interior (min)	5'	5'	5'
Rear (min)	5'	5'	5'
Rear alley (min)	2'	2'	2'

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

Design Guidelines		Div. 5.8
The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.		
Primary Building Height	(Sec. 9.4.9)	
Height: roof pitch \leq 3/12 (max)	2 stories, not to exceed 26'	A
Height: roof pitch 4/12, 5/12 (max)	2 stories, not to exceed 28'	A
Height: roof pitch \geq 6/12 (max)	2 stories, not to exceed 30'	A
Accessory Structure Height	(Sec. 9.4.9)	
Accessory residential unit (max)	2 stories, not to exceed 26'	
All other accessory structures (max)	14'	
Scale of Development	(Sec. 9.4.13)	
Floor area ratio (FAR max)	<7,500 sf	\geq 7,500 sf
Single-family detached	.40	.40
Single-family attached	.40	n/a
Apartment	n/a	.40
FAR increase for each ARU	.10	.05
All other uses	n/a	.40

4. Fencing	
Height (max)	
In street yard	4'
In side or rear yard	6'
Setback (min)	
Primary or secondary street lot line/R.O.W./ sidewalk (min)	1'
Side or rear lot line	0'
Orientation	
The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner	
5. Environmental Standards	
Natural Resource Setback (min)	(Sec. 5.1.1.)
Cache Creek (South of Cache Creek Drive)	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) Standards	(Sec. 5.2.1.)
6. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass prohibited	
All lights over 600 initial lumens shall be fully shielded	
Lumens per sf of site development (max)	1.5
Lumens per site (max)	
All fixtures	60,000'
Unshielded fixtures	4,000
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO) Standards	(Sec. 5.3.2.)
7. Natural Hazards to Avoid	
Steep Slopes	(Sec. 5.4.1.)
Development prohibited	Slopes > 25%
Hillside CUP required	Lot with average cross-slope ≥ 10%
Areas of Unstable Soils	(Sec. 5.4.2.)
Fault Area	
(Sec. 5.4.3.)	
Floodplains	
(Sec. 5.4.4.)	
Wildland Urban Interface	
(Sec. 5.4.5.)	
8. Signs	
(Div. 5.6.)	
Home occupation/business	1 unlit wall sign
Area (max)	2 sf
Background color	No white or yellow
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Dwelling Unit				X		(Sec. 5.7.1.)
< 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.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Open Space					to be amended pending Housing Mitigation LDR Update
Agriculture (6.1.3.B.)	B	n/a		n/a	
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	2 units per lot	8,000 sf habitable-excluding basement	2/DU	
Attached Single-Family Unit (6.1.4.C.)	B	1 unit per lot		1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	to be amended pending Housing Mitigation LDR Update
Apartment (6.1.4.D.) (E.1)	B	2 units per lot			
Dormitory (6.1.4.F.)	C	n/a		1/bed	
Group Home (6.1.4.G.)	C	n/a		0.5/bed	
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	to be amended pending Housing Mitigation LDR Update
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	
Minor	B	n/a			

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2)	B	1 per unit	Detached ARU on lot <11,250 sf: 500 sf habitable All other ARUs: 800 sf habitable	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/ DU	to be amended pending Housing Mitigation LDR Update
Home Occupation (6.1.11.D.)	B	n/a		n/a	
Home Business (6.1.11.E.)	C	n/a		1/employee	
Family Home Daycare (6.1.11.F.)	B	n/a		1/employee + 1 off-street pick-up/drop-off	
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot		2/DU	to be amended pending Housing Mitigation LDR Update
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a		1/employee	

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

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

D. Development Options and Subdivision

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

1. Development Options and Subdivision				
Option	Lot Size (min)	Option Standards		
Allowed Subdivision Options				
Land Division	3,750 sf	(Sec. 7.2.3.)		
2. Residential Subdivision Requirements				
Affordable Housing	to be amended pending Housing Mitigation LDR Update			
Required Affordable Housing				
Schools and Parks Exaction	(Div. 7.5.)			
Schools exaction				
Parks exaction				
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				
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

E. Additional Zone-specific Standards

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

1. Maximum Allowed Density

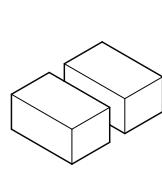
- a. The maximum allowed density on an individual lot of 7,500 sf or greater in size is four units (two primary units and two ARUs), except that a building with two Single-Family attached units (i.e. duplex) is only allowed to have ARUs if the lot is served by either two street frontages or by a street and an alley. The two primary units may either be detached (i.e., two Detached Single-Family homes) or attached (i.e., Apartments attached in the form of a duplex).
b. The maximum allowed density on an individual lot smaller than 7,500 sf in size is two units (one Detached Single-Family home and one ARU).

2. Accessory Residential Units (ARUs)

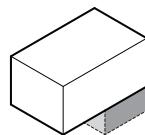
- a. Home Occupations and Home Businesses in ARUs are prohibited.
- b. Detached ARUs shall only be permitted on lots that meet minimum lot size.

F. Configuration Options

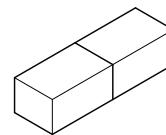
Configuration options in the NM-1 zone include, but are not limited to, the following:



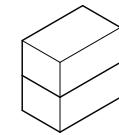
2 detached units



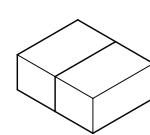
1 unit
+ 1 basement ARU



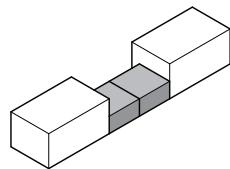
2 attached units
(back to back)



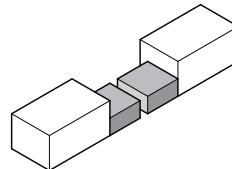
2 attached units
(up and down)



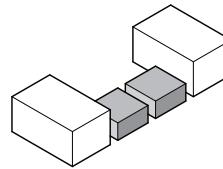
2 attached units
(Side by side)



2 detached units
+ 2 attached ARUs



2 detached units
+ 2 detached attached ARUs



2 detached units
+ 2 detached ARUs

2.2.8. NM-2: Neighborhood Medium Density-2 (P17-077)

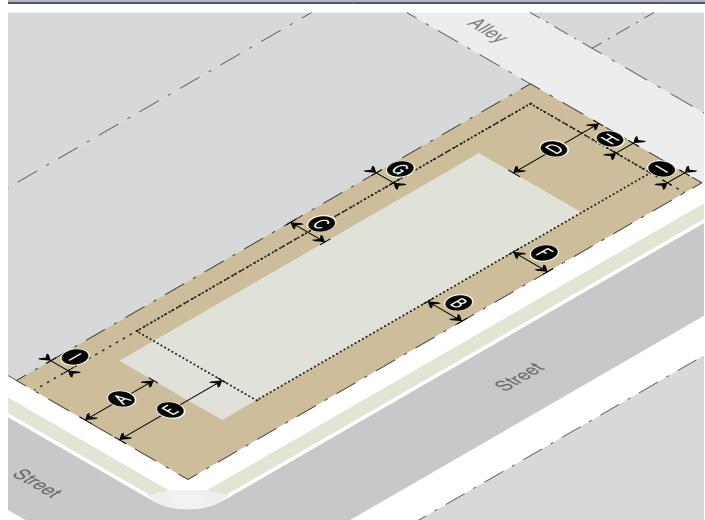
A. Intent

1. General Intent: The intent of the Neighborhood Medium Density-2 (NM-2) zone is to provide for medium to higher density residential development and to promote workforce housing types using a broad range of detached and attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited in order to respect and enhance the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.
2. Buildings: Buildings can be up to 3 stories in height. Multiple detached buildings or multiple attached units on a site is common. No more than 8 units will be permitted within an individual building. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street or alley if present.
4. Land Use: The full spectrum from a single-family detached home to an 8-unit apartment/condo building is allowed.
5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan

B. Physical Development

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

1. Lot Standards



Primary Building Setbacks (Sec. 9.4.8)

Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D

Accessory Structure Setbacks (Sec. 9.4.8)

Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior (min)	5'	G
Rear (min)	5'	
Rear alley (min)	10'	H

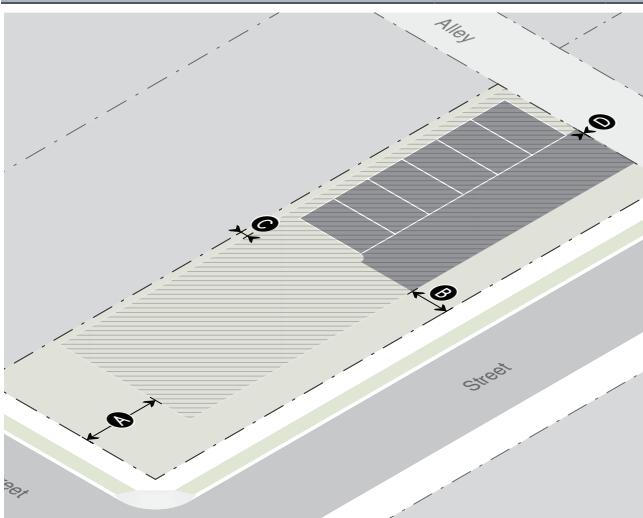
Site Development Setbacks

All site development, excluding driveways or parking.	
Primary/secondary street (min)	Same as primary building
Side interior/rear (min)	5' I

Landscaping (Div. 5.5)

Landscape surface ratio (min)	(9.4.6.D.2)
Single-Family Detached	.45
Apartments/ Single-Family Attached	.21 & 70% in front 1/3 of lot
All other allowed uses	.35
Plant units (min)	
Single-Family and Duplex	1 per unit
All other uses	1/1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces

2. Vehicle Access Standards



Access

Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less
Driveway width in primary/secondary street setback (max)	20'

Parking Setbacks

Primary street* (min)	20'	A
Secondary street* (min)	20'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

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

3. Bulk & Mass Standards



Primary Building Height

(Sec. 9.4.9)

Height: roof pitch $\leq 3/12$ (max)	3 stories, not to exceed 35'	A
Height: roof pitch $4/12, 5/12$ (max)	3 stories, not to exceed 37'	A
Height: roof pitch $\geq 6/12$ (max)	3 stories, not to exceed 39'	A

Accessory Structure Height

Sec. 9.4.9

All accessory structures (max)	14'
--------------------------------	-----

Scale of Development

Sec. 9.4.13

Floor area ratio (FAR max)	
Single-Family Detached	.30
All other allowed uses	.40
Deed restricted housing exemption	Sec. 7.8.3.
Workforce housing floor area bonus	Sec. 7.8.4.
Individual building (max gross floor area)	10,000 sf

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

Wildland Urban Interface	(Sec. 5.4.5.)
8. Signs	(Div. 5.6.)
Number of Signs (max)	3 per business per frontage
Home occupation/business	1 unlit wall sign
Background Color	No white or yellow
Sign Area	
Total sign area (max)	3 sf per ft of street facade width up to 150 sf
Home occupation/business	2 sf
Penalty	10% per projecting and freestanding sign
Sign Type Standards	
Canopy sign	
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Freestanding sign	
Height (max)	6'
Setback (min)	5'
Projecting sign	
Height (max)	24' above grade
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

10. Required Physical Development Permits

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

C. Use Standards

Standards applicable to uses in the NM-2 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 NM-2 zone. This Subsection is intended to indicate all of the use standards applicable in the NM-2 zone, however, all standards in Article 6. are applicable in the NM-2 zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area per 1,000 sf (min) (Div. 6.3.)
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable-excluding basement	2/DU	
Attached Single-Family unit (6.1.4.C.) (E.1)	B	E.1		1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	to be amended pending Housing Mitigation LDR Update
Apartment (6.1.4.D.) (E.1)	B	E.1			
Dormitory (6.1.4.F.)	C	n/a		1/bed	
Group Home (6.1.4.G.)	C	n/a		0.5/bed	
Institutional					
Assembly (6.1.8.B.)	C	n/a		independent calculation	to be amended pending Housing Mitigation LDR Update
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	to be amended pending Housing Mitigation LDR Update
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	
Minor	B	n/a			
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a		n/a	to be amended pending Housing Mitigation LDR Update
Home Business (6.1.11.E.)	C	n/a		1/employee	
Family Home Daycare (6.1.11.F.)	B	n/a		1/employee + 1 off-street pick-up/drop-off	

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area per 1,000 sf (min) (Div. 6.3.)
Home Daycare Center (6.1.11.G.)	C	n/a		1/employee + 2 off-street pick-up/drop-off	
Temporary Uses					to be amended pending Housing Mitigation LDR Update
Temporary Shelter (6.1.12.D.)	B	1 unit per lot		2/DU	
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a		1/employee	

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

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

D. Development Options

Standards applicable to development options and subdivision in the NM-2 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 NM-2 zone. This subsection is intended to indicate all of the development option and subdivision standards applicable in the NM-2 zone, however, all standards in Article 7. are applicable in the NM-2 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)	Option Standards		
Allowed Subdivision Options				
Land Division	7,500 sf	(Sec. 7.2.3.)		
Condominium/Townhouse	n/a	(Sec. 7.2.4.)		
2. Residential Subdivision Requirements				
Affordable Housing	to be amended pending Housing Mitigation LDR Update			
Required Affordable Housing				
Schools and Parks Exaction	(Div. 7.5.)			
Schools exaction				
Parks exaction				
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				
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

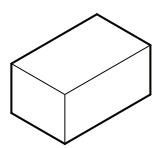
E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NM-2 zone.

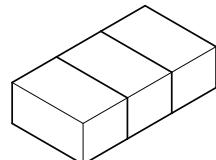
1. **Attached Single-Family Unit/Apartment.** No more than 8 units are allowed per building.

F. Configuration Options

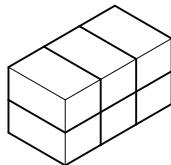
Configuration options in the NM-2 zone include, but are not limited to, the following:



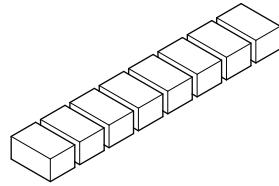
1 unit



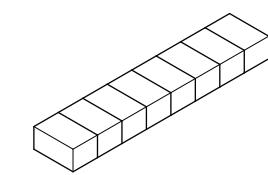
3 attached units



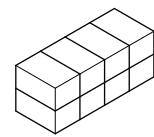
6 attached units



Detached units



8 attached units



8 attached units

2.2.9. NH-1: Neighborhood High Density 1

(P17-077)

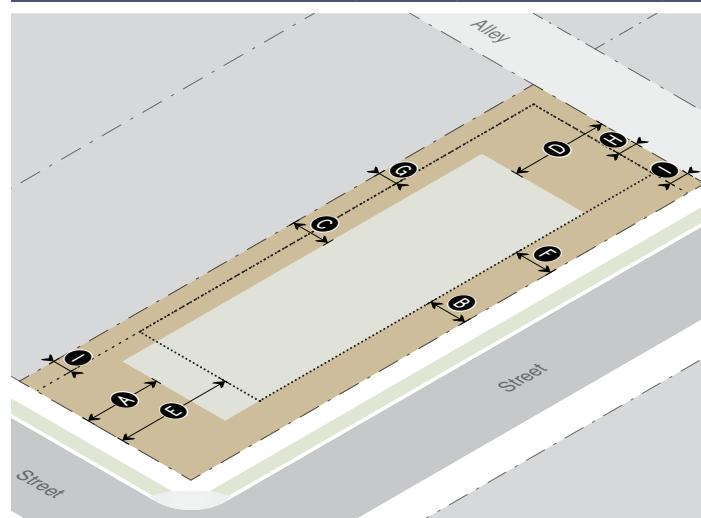
A. Intent

1. General Intent: The intent of the Neighborhood High Density 1 (NH-1) zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited by the application of required dimensional standards, such as FAR, setbacks, and parking, and not by a prescribed standard. Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.
2. Buildings: Buildings can be up to 3 stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in surface or underground garages or with surface parking. Parking is typically accessed from a primary street or alley if present.
4. Land Use: The full spectrum from a Single-family home to whatever size building can fit the site based on the minimum required density (17.4 units/acre) and the dimensional limitations, such as FAR, setbacks, and parking. Apartments take the place of ARUs because they provide greater flexibility.
5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

B. Physical Development

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

1. Lot Standards



Primary Building Setbacks (Sec. 9.4.8)

Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D

Accessory Structure Setbacks (Sec. 9.4.8)

Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior/rear (min)	5'	G
Rear alley (min)	10'	H

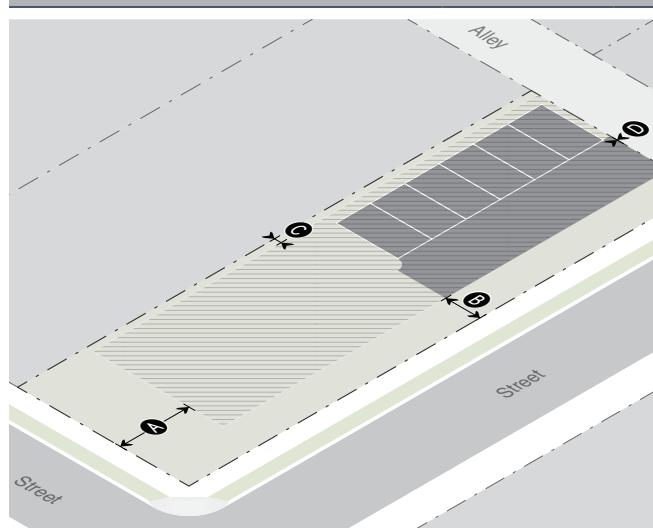
Site Development Setbacks

All site development, excluding driveways or parking.	
Primary/secondary street (min)	Same as primary building
Side interior/rear (min)	5'

Landscaping (Div. 5.5)

Landscape surface ratio (min)	(9.4.6.D.2)
Apartments/ Single-Family Attached	.21 & 70% in front 1/3 of lot
All other allowed uses	.30
Plant units (min)	
Single-Family and Duplex	1 per unit
All other uses	1/1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces

2. Vehicle Access Standards



Access

Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less
Driveway width in primary/secondary street setback (max)	20'

Driveway Setbacks

Primary street* (min)	20'	A
Secondary street* (min)	10'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

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

3. Bulk & Mass Standards



Design Guidelines

Div. 5.8

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height (Sec. 9.4.9)

Height: roof pitch \leq 3/12 (max)	3 stories, not to exceed 35'	A
Height: roof pitch 4/12, 5/12 (max)	3 stories, not to exceed 37'	A
Height: roof pitch \geq 6/12 (max)	3 stories, not to exceed 39'	A

Accessory Structure Height (Sec. 9.4.9)

All accessory structures (max)

14'

Scale of Development (Sec. 9.4.13)

Floor area ratio (FAR max)

.40

Deed restricted housing exemption

Sec. 7.8.3.

Workforce housing floor area bonus

Sec. 7.8.4.

Individual Building (max gross floor area)

10,000 sf

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

Wildland Urban Interface	(Sec. 5.4.5.)
8. Signs	(Div. 5.6.)
Number of Signs (max)	3 per business per frontage
Home occupation/business	1 unlit wall sign
Background Color	No white or yellow
Sign Area	
Total sign area (max)	3 sf per ft of street facade width up to 150 sf
Home occupation/business	2 sf
Penalty	10% per projecting and freestanding sign
Sign Type Standards	
Canopy sign	
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Freestanding sign	
Height (max)	6'
Setback (min)	5'
Projecting sign	
Height (max)	24' above grade
Clearance (min)	7'6" from average grade
Setback (min)	18" from back of curb
Wall sign	
Window sign	
Window surface coverage (max)	25% up to 16 sf
Temporary Signs	(Sec. 5.6.1.)
9. Grading, Erosion Control, Stormwater	
Grading	(Sec. 5.7.2.)
Erosion Control	(Sec. 5.7.3.)
Erosion shall be controlled at all times	
Stormwater Management	(Sec. 5.7.4.)
No increase in peak flow rate or velocity across property lines	

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

C. Use Standards

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area per 1,000 sf (min) (Div. 6.3.)
Residential					
Detached Single-Family unit	B	E.1	8,000 sf habitable-excluding basement	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	to be amended pending Housing Mitigation LDR Update
Attached Single-Family unit (6.1.4.C.) (E.1)	B	E.1			
Apartment (6.1.4.D.) (E.2)	B	E.1			
Dormitory (6.1.4.F.)	C	n/a		1/bed	
Group Home (6.1.4.G.)	C	n/a		0.5/bed	to be amended pending Housing Mitigation LDR Update
Institutional					
Assembly (6.1.8.B.)	C	n/a		independent calculation	
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a		1/employee + 1/stored vehicle	to be amended pending Housing Mitigation LDR Update
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	
Minor	B	n/a			
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a		n/a	
Home Business (6.1.11.E.)	C	n/a		1/employee	to be amended pending Housing Mitigation LDR Update
Family Home Daycare (6.1.11.F.)	B	n/a		1/employee + 1 off-street pick-up/drop-off	
Home Daycare Center (6.1.11.G.)	C	n/a		1/employee + 2 off-street pick-up/drop-off	

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

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Employee Housing Floor Area per 1,000 sf (min) (Div. 6.3.)
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot (max)		2/DU	to be amended pending Housing Mitigation LDR Update
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a		1/employee	

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

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

D. Development Options

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

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Option Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)
2. Residential Subdivision Requirements		
Affordable Housing	to be amended pending Housing Mitigation LDR Update	
Required Affordable Housing	to be amended pending Housing Mitigation LDR Update	
Schools and Parks Exaction	(Div. 7.5.)	
Schools exaction		
Parks exaction		

3. Infrastructure

Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60'
Paved travel way for Minor Local Road (min)		20'
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits

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

E. Additional Zone-specific Standards

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

- 1. Minimum Density.** The minimum density for lots in the NH-1 is based on requiring a minimum density of 17.4 units per acre and are as follows:
 - Lots 5,125 sf or less: One Detached Single-Family Unit;
 - Lots 5,126 - 7,499 sf: Two units (either detached or attached)
 - Lots 7,500 or larger: Three units (either detached or attached)

2.2.13. CR-3: Commercial Residential-3

(P17-077)

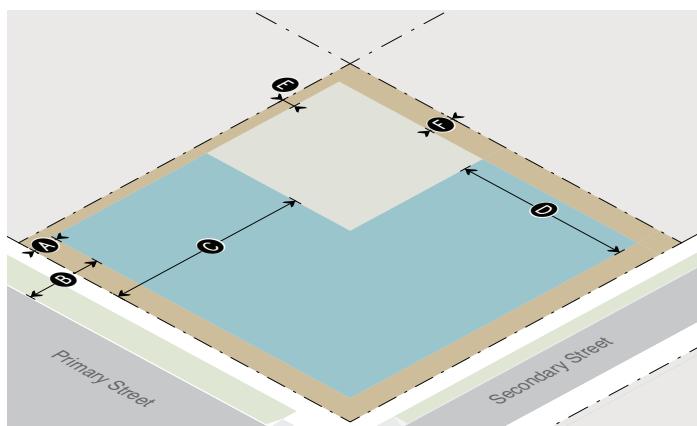
A. Intent

1. General Intent. The intent of the Commercial Residential-3 (CR-3) zone is to provide for a vibrant mixed-use zone consisting primarily of retail, office and residential uses. This zone is located on both sides of Highway 89/191 from High School Road to Flat Creek bridge at the entrance to downtown Jackson.
2. Buildings. Buildings can be up to 3 or 4 stories in height. Massing, articulation, openings, and step backs are used to reduce bulk and mass. Front setbacks are varied, with some buildings pulled up to the street and others set back with landscaping in front, creating an attractive and green street edge.
3. Parking. Parking is primarily provided on-site, to the rear or side of buildings and screened from view with a screen-wall.
4. Land Use. Active uses, such as retail and service, are encouraged on the ground level, often with residential or office on the upper floors. Buildings of all residential uses are encouraged.
5. Comprehensive Plan. Based primarily on sub areas 4.1, 4.2, 4.3, 5.1 and 5.3 of the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided on the following pages. 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. 9.4.11

Highway 89/191

Primary street setback range

Property line (min)	20'	A
Back of curb (min)	30'	B
Property line (max)	85'*	C
Secondary street range (min-max)	10' - 85'*	D

All Other Streets

Primary street setback range (min-max)	10' - 65'*
Secondary street setback range (min-max)	10' - 65'*
Side interior (min)	5'
Rear (min)	10'
Abutting protected zone (min)	10'

*Residential projects are exempt from the max setback requirement

Landscaping

Div. 5.5

Landscape surface ratio (min)	10%
Highway 89 streetscape standards	see E.5

Plant Units

All uses	1/1,000 sf of landscape area
Parking lot (all uses)	1/12 parking spaces

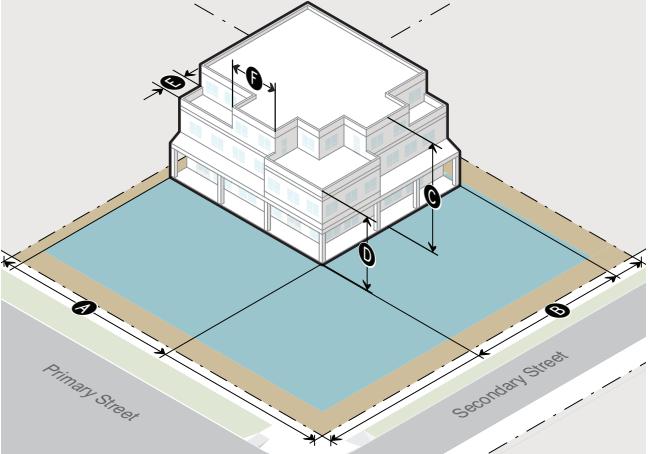
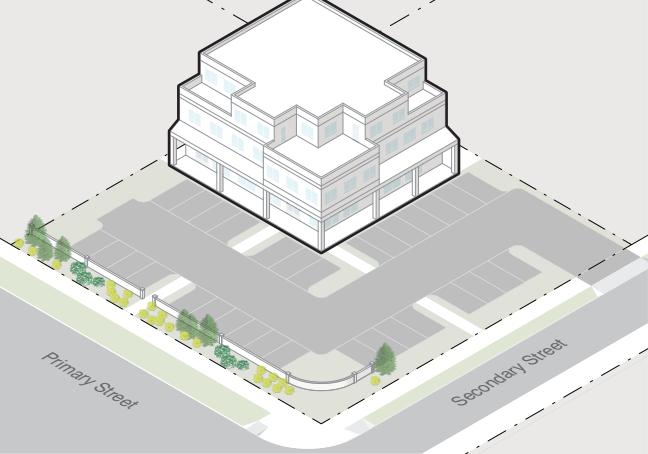
Parking Setbacks

Sec. 9.4.8.

Highway: primary street (min)	20'
All Other Streets: primary street (min)	10'
Secondary street (min)	10'

Access

Curb cut width (max)	24'
----------------------	-----

2. Bulk Standards		3. Form Standards			
					
Street Facade Sec. 9.4.11.		Design Guidelines Sec. 5.8			
Width of ground and 2nd story in primary street setback range A		The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.			
% of lot width (min) 50%* Length from street corner (min) n/a		Pedestrian Frontage Options			
Width of ground and 2nd story in secondary street setback range B		Trees in grates see Sec. 2.2.1.C.2 Trees in lawn see Sec. 2.2.1.C.3			
% of lot width (min) 50%* Length from street corner n/a		Building Frontage Options			
*Residential projects are exempt from the % of lot width requirement		Shopfront see Sec. 2.2.1.D.1 Office see Sec. 2.2.1.D.2 Residential see Sec. 2.2.1.D.3 Highway see Sec. 2.2.1.D.5			
Building Height Sec. 9.4.9.		Parking Type Options			
Height (max) roof pitch $\geq 5/12$ 46' C		On-street parking see Sec. 2.2.1.E.1 Surface parking see Sec. 2.2.1.E.2 Enclosed parking see Sec. 2.2.1.E.3			
Height (max) roof pitch $< 5/12$ 42' C		Tuck-Under Parking see Sec. 2.2.1.E.4 Structured parking see Sec. 2.2.1.E.5 Underground parking see Sec. 2.2.1.E.6			
Stories (max) - see E.4 for additional height provisions 3 C		Remote parking see Sec. 2.2.1.E.7			
Height (min) - applies fronting Highway 89/191 only - see E.6 24' D					
Building Stepback Sec. 9.4.12.					
Stepback for any 3rd story street facade or street facade over 30' (min) 10' E					
Encroachment in stepback (max % of overall facade width) 60% 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) 0.40					
Deed restricted housing exemption Sec. 7.8.3.					
Workforce housing floor area bonus Sec. 7.8.4.					

4. Fencing		Steep Slopes	Sec. 5.4.1.
Height (max)		Development prohibited	Slopes > 30%
In street yard		Hillside CUP required	Parcel with average cross-slope $\geq 10\%$
In side yard			
Setback (min)		Areas of Unstable Soils	Sec. 5.4.2.
Primary or side street lot line/R.O.W./sidewalk		Fault Area	Sec. 5.4.3.
Side or rear lot line		Floodplains	Sec. 5.4.4.
		Wildland Urban Interface	Sec. 5.4.5.
5. Environmental Standards			
Natural Resource Setback (min)		Sec. 5.1.1.	
Cache Creek south of Cache Creek Dr.		20'	
Flat Creek north of Hansen Ave.		25'	
Flat Creek south of Hansen Ave.		50'	
Wetland		30'	
Irrigation Ditch Setback (min)		Sec. 7.7.4.D.	
Irrigation Ditch		15'	
Natural Resource Overlay (NRO)		Sec. 5.2.1.	
6. Scenic Standards			
Exterior Lighting		Sec. 5.3.1.	
Light trespass is prohibited.			
All lights over 600 lumens shall be fully shielded.			
Lumens per site (max)		3	
All fixtures		100,000	
Unshielded fixtures		5,500	
Light Color		≤ 3000 Kelvin	
Scenic Resource Overlay (SRO)		Sec. 5.3.2.	
7. Natural Hazards to Avoid			

8. 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
Site Area							
< 15,000 sf			X	X		Sec. 5.7.1.	Sec. 5.4.4.
15,000 - 30,000 sf		X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 30,000 sf	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 30,000 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.)	Employee Housing (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	to be amended pending Housing Mitigation LDR Update
Apartment (6.1.4.D.)	B				
Dormitory (6.1.4.F.)	B	n/a	n/a	0.25/bed	
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	
Retail (6.1.6.C.)	B	50,000 sf	n/a	3.37/1,000 sf	
Service (6.1.6.D.)	B	excluding basement	n/a	2.25/1,000 sf	to be amended pending Housing Mitigation LDR Update
Restaurant/Bar (6.1.6.E.)	B	storage	n/a	1/73 sf dining area + 1/40 sf bar area	
Mini-Storage Warehouse (6.1.6.G.)	B	n/a	n/a	1/10 storage units + 1/ employee	
Heavy Retail/Service (6.1.6.F.) (E.3)	C	n/a	n/a	1.5/1,000 sf + 2.25 per repair bay + 0.75/wash bay	
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	to be amended pending Housing Mitigation LDR Update
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	
Outfitter/Tour Operator (6.1.7.E.)	B	n/a	n/a	independent calculation	
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	to be amended pending Housing Mitigation LDR Update
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	
Industrial Uses					
Light Industry (6.1.9.B)(E.3)	C	n/a	n/a	0.75/1,000sf + 0.75/company vehicle	to be amended pending Housing Mitigation LDR Update

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

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Employee Housing (min) (Div. 6.3.)
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	to be amended pending Housing Mitigation LDR Update
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	to be amended pending Housing Mitigation LDR Update
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/drop-off	
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/employee	to be amended pending Housing Mitigation LDR Update
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 sf display area	

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

3. Operational Standards	
Outdoor Storage	Sec. 6.4.1.
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	> 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)	Option Standards
Allowed Subdivision Options		
Land Division	7,500 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Affordable Housing		
Required Affordable Housing		To be amended, pending Housing Mitigation LDR update
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 (6.1.11.B.).
- b. **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.
- 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. **South Highway 191/89 or South Park Loop Frontage.** Heavy Service/Retail and Light Industry uses are only allowed on sites with Highway 191/89 frontage south of South Park Loop Road and sites with South Park Loop frontage.

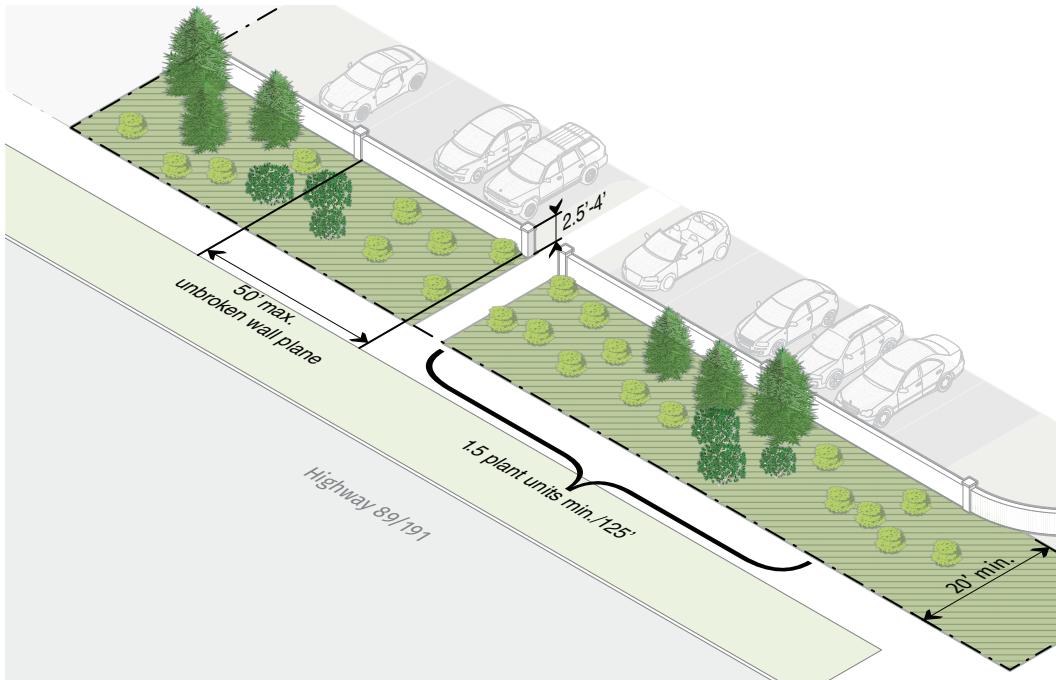
4. **Workforce Housing Incentive for Additional Height.** A structure may be 48' in height and four stories provided the following criteria are met.
 - a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.
 - i. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;
 - ii. It may have an employment and/or price restriction;
 - iii. It shall be exempt from the calculation of affordable housing required by Division 7.4, but shall not be used to meet the affordable housing requirement for the project.
 - b. The project shall provide the affordable housing required by Division 7.4 on site.
 - c. The site shall be at least 2 acres to provide opportunity for sufficient setback from, and building height step down to small scale development.
 - d. The site shall be served by transit within 1/4 mile.
 - e. The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.
 - f. The additional building height shall not increase the floor area allowance or decrease the required open space.

5. Highway 89/191 Streetscape Standards

The following standards apply to all development abutting Highway 89/191. The goal is to provide for an attractive, high-quality streetscape.

- a. **Landscape Strip**
 - i. The first 20 feet adjacent to the right-of-way must be landscaped along the entire property frontage, except for breaks allowing pedestrian, bicycle and vehicular connections.
 - ii. The required landscape strip must include 1.5 plant units per 125 linear feet, as described in Div. 5.5. In order to maximize year-round screening, Alternative C is preferred.
- b. **Screening Wall for Parking Lots**
 - i. A screening wall (or year round vegetative hedge) must be placed within the landscape strip when the landscape strip abuts a parking lot. The screening wall or hedge must range in height from 2.5 feet minimum to 4 feet maximum. Variations in height are encouraged.
 - ii. The screening wall cannot be located in the public right-of-way.

- iii. The screening wall must be constructed of high-quality materials that are a combination of one or more of the following: stone, cast-stone, split-faced block, stucco over concrete masonry blocks, glass block, or other material approved by the Planning Director.
- iv. The maximum allowed length of a continuous, unbroken and uninterrupted wall plane of the screening is 50 feet. Breaks must be provided through the use of columns with an alternative material or through staggering the wall by at least 1 foot.
- v. The following graphic shows standards for required landscape strip and screening wall.



6. Highway 89/191 Minimum Height and Building Material Standards

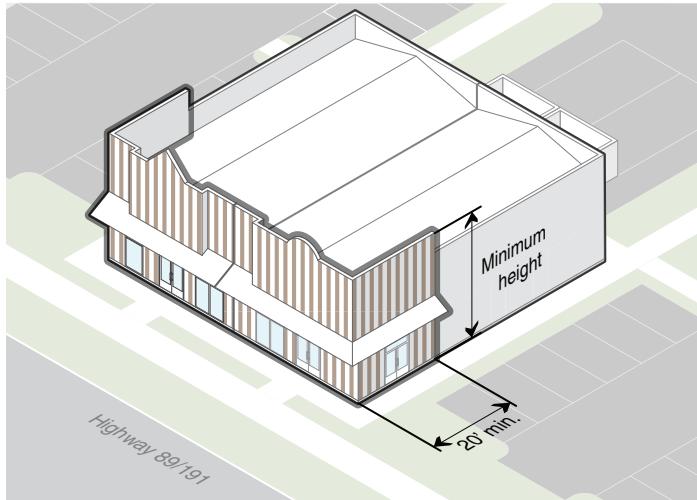
The following standards apply to any building located within 85 feet of the ROW of Highway 89/191.

a. Minimum Height

The minimum height requirement applies to all building facades that face Highway 89/19. The minimum height requirement must wrap the corner of the building and extend at least 20 feet down the side of all building facades that do not have an immediately abutting building.

b. Building Materials

- i. Any building materials and treatments applied to building facades that face Highway 89/19 must wrap the corner of the building and extend at least 20 feet down the side of all building facades that do not have an immediately abutting building.
- ii. The following graphic shows standards for building height and building materials for buildings within 85' of Hwy. 89/191.



E. Establishment of a New PUD

Establishment of PUD zoning shall be achieved through an application for approval of a PUD development option established in this Division. PUD applications shall be reviewed pursuant to Sec. 8.7.3.

F. Amendment of an Existing PUD or Other Special Project

An amendment to an existing PUD or other special project listed in 1.8.2.C. shall be reviewed and approved pursuant to 8.2.13.D.

G. PUD Option Schedule

The below table establishes the PUD options allowed in each zoning district and references the standards for each option. Any PUD option not specifically established in this Division is prohibited.

PUD Option Schedule: Character Zones														Rural Area Zones	
	Complete Neighborhood Zones														
	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR		
	No PUD options are allowed in the Town														

PUD Option Schedule: Legacy Zones							
	Complete Neighborhood Zones			Rural Area Zones	Civic Zones		
	TS	UC	BP-ToJ	MHP-ToJ	R-ToJ	P/SP-ToJ	P-ToJ
	No PUD Options are allowed in the Town						

H. List of Approved Planned Unit Development Zones - Town (PUD-ToJ)

The following PUD-ToJ Zones have been approved by the Town. The approved physical development, use, development option, and subdivision standards are hereby adopted by reference into the LDRs and are on file for public review with the Town Clerk and Planning Department. A copy of the approved development plan for each PUD-ToJ is also on file for review with the Town Clerk and Planning Department.

1. Planned Unit Development - Urban Residential (P15-029) (PUD-UR (P15-029))
(135 West Kelly Avenue)
2. Planned Unit Development - Urban Residential (P16-017) (PUD-UR (P16-017))
(1255 West Highway 22)
3. Planned Unit Development - Urban Residential (P16-019) (PUD-UR (P16-019))
(655 Powderhorn Lane)
4. Planned Unit Development - Auto-Urban Residential (P16-061) (PUD-AR (P16-061)) (335 Redmond Street)

- i. **Winter Habitat Is Important.** During winter, heavy snow accumulation and freezing water surfaces reduces the availability of spring, summer, and fall habitat. At these times, bald eagles forage on wild ungulate and livestock carrion, supplemented by fish and waterfowl carcasses. Ungulate carrion is readily available but sparsely distributed on ungulate winter ranges, meaning that in addition to its nesting habitat, the crucial ungulate winter ranges also become critical to the bald eagle's survival.
- j. **Additional Crucial Winter Habitat Essential to Survival.** It is vital that bald eagle crucial winter habitat be protected to ensure the survival of this species in Teton County.

D. Applicability of NRO Standards

In addition to all other standards required by these LDRs, all physical development, use, development options and subdivision within the NRO shall comply with all standards of this Section, unless exempted below. Demonstration of compliance with the standards of this Section shall come from a qualified professional, even if an EA is exempt.

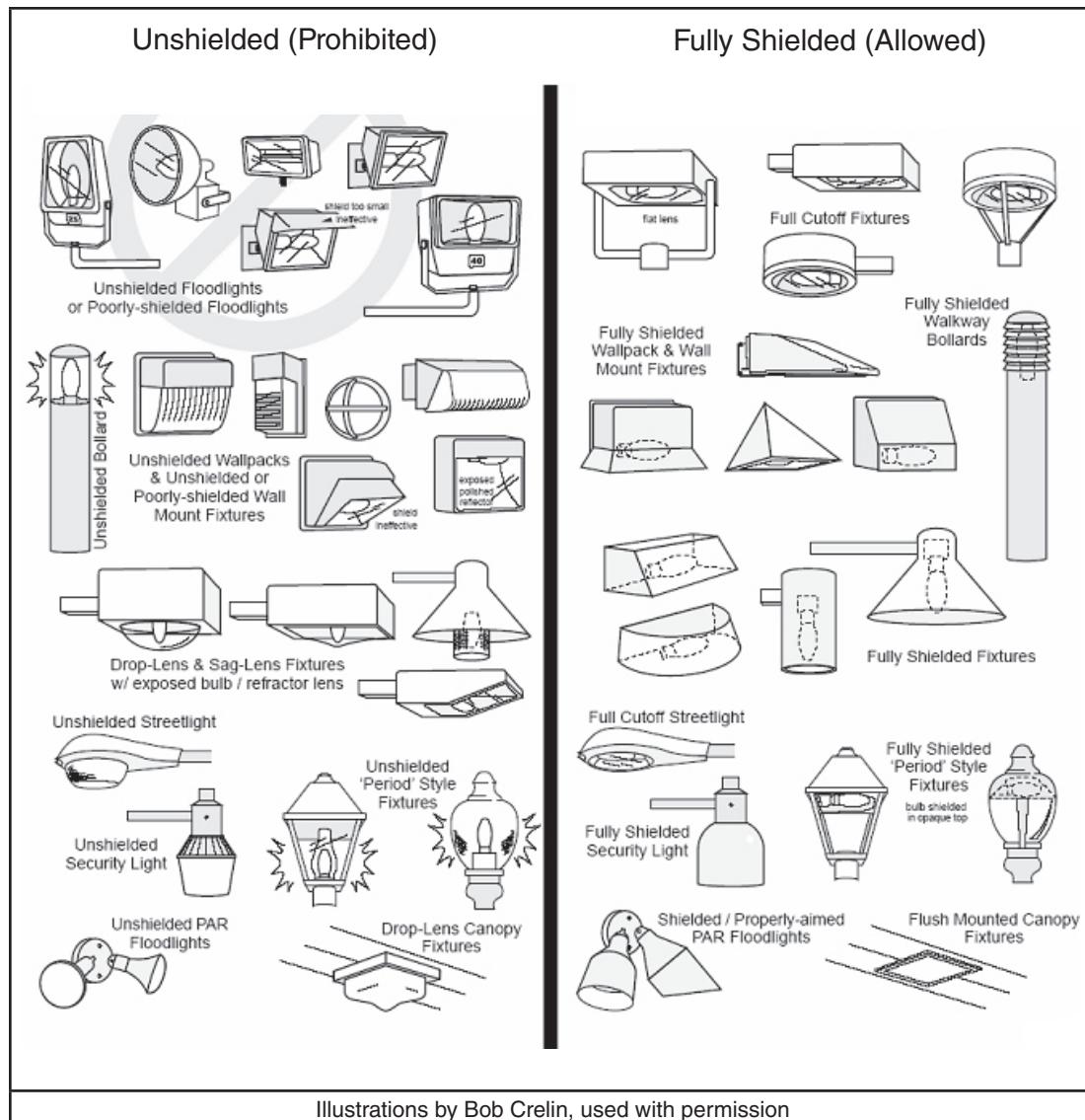
1. **Alterations and Additions.** Structural alterations and additions to existing structures shall be exempt from the standards of this Section.
2. **Land in Conservation Easement.** Land protected by a conservation easement where proposed development density is one house per 70 acres or less and the total acreage subject to the easement is 320 acres or more, shall be exempt from the standards of this Section, except that F.4. and F.6., shall apply.

E. Impacting the NRO

The base site area shall not be reduced because a portion of the lot of record is in the NRO. When conflicts exist between the NRO and SRO, the standards of this Section shall have priority and be achieved to the maximum extent practical. The requirements of Sec. 5.3.2. shall receive second priority. Where densities/intensities permitted cannot be achieved by locating development outside of the NRO, then lands protected by the NRO may be impacted pursuant to the standards of this Subsection.

1. **Minimizes Wildlife Impact.** The location of the proposed development shall minimize impacts on the areas protected (e.g., crucial migration routes, crucial winter range, nesting areas). For the purposes of this standard, "minimize" is defined as locating development to avoid higher quality habitats or vegetative cover types for lesser quality habitats or vegetative cover types. Only when avoidance is not practicable due to significant topographical constraints related to the property, may higher quality habitats or vegetative cover types be impacted.

5.3.1. Exterior Lighting Standards (P17-077)



2. **Total Exterior Light Output.** Total exterior light output for light fixtures on a site shall not exceed the limits shown in the table below.

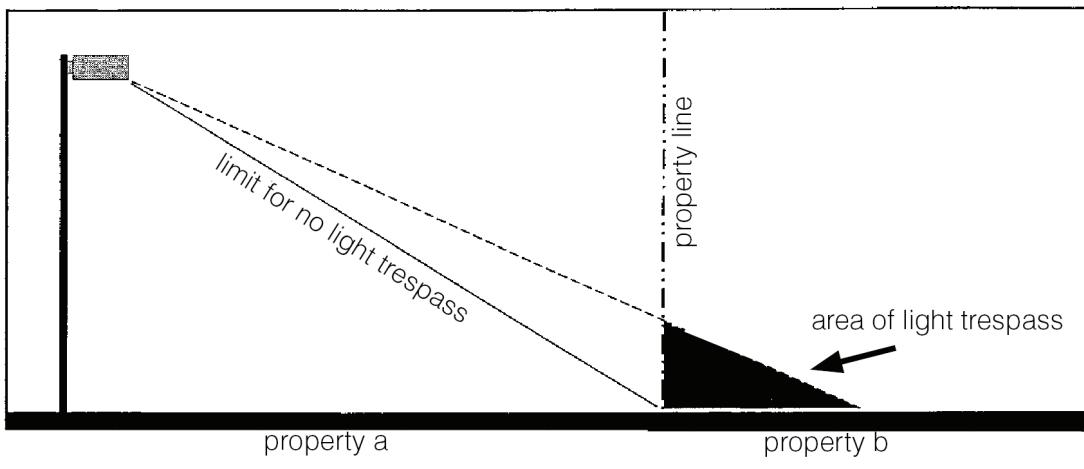
How much light is permitted? All Fixtures	Unshielded Fixtures (for lights emitting fewer than 600 lumens)
Maximum lumens per sq ft of site development	
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	3
R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	1.5
Maximum lumens per site	
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	100,000
R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	60,000

- a. These lumen limits are upper limits and not a design goal; the design goal should be the lowest levels of lighting possible.
- b. Individuals with visual impairments and organizations that primarily serve individuals with visual impairments (e.g. retirement communities, hospices, and hospitals) may use up to 4 times the illumination allowed by this section.

3. **Light Color.** Correlated color temperature of any exterior light source shall not exceed 3000 Kelvin.

EXAMPLE: Many light bulb manufacturers include correlated color temperature on packaging. Where packaging does not indicate light color in Kelvins, it is often indicated in descriptive terms. Lights with a “cool” quality typically exceed 3000 Kelvin in color temperature. Light bulbs that create a more “warm” tone are typically under 3000 K..

4. **Light Trespass.** All lighting fixtures shall limit horizontal light levels such that no light falls onto the adjacent property as shown in the diagram below.



5. **Maximum Pole Height of Light Fixture.**

Zone	Maximum Pole Height of Light Fixtures
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	18 feet
R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	15 feet

6. **Controls.** All nonresidential lighting fixtures shall employ automatic lighting controls that extinguish exterior lighting when sufficient daylight is available. Such controls include, but are not limited to: timers, wireless remote monitoring with turn on/off capabilities, photo sensitive light controls, photoelectric switches, astronomic time switches or equivalent functions from a programmable lighting controller, building automation system or lighting energy management system, all with battery or similar backup power or device.

D. Applicability

1. **Foreground Standards.** All physical development, use, development options, and subdivision within the Foreground of the Scenic Areas described above shall comply with the foreground standards of 5.3.2.G.
2. **Development in Skyline.** All physical development, use, development options, and subdivision within the Skyline of the SRO shall comply with the skyline standards of 5.3.2.H.
3. **Exemptions**
 - a. **Remodeling or Expansion of Existing Structures.** Remodeling or expansion of structures that existed prior to November 9, 1994, shall be exempt from the foreground standards of 5.3.2.G.
 - b. **Land in Conservation Easement.** Land protected by a conservation easement where proposed development density is one house per 70 acres or less and the total acreage subject to the easement is 320 acres or more, shall be exempt from the foreground standards of 5.3.2.G.

E. Impact on SRO

1. The base site area shall not be reduced because a portion of a lot of record is located within the SRO.
2. When conflicts exist between the NRO and SRO, the standards of Sec. 5.2.1. shall have priority and be achieved to the maximum extent practical. The requirements of this Section shall receive second priority.

F. Visual Resource Analysis

1. If a proposed physical development, use, development option, or subdivision is in the SRO, the application shall contain a visual analysis narrative, provide a photographic simulation or other comparable visual analysis of the proposed development, depict the boundaries of the SRO, compare the visual impacts of alternative site designs, if any, and include plans identifying how the proposal complies with the standards of this Section.
2. A visual resource analysis shall demonstrate and document for review the visual impact of the proposed development on surrounding designated scenic corridors and viewpoints. The analysis shall show, in accurate perspective format, what portions of the proposed development are visible from various points along the scenic corridor or from critical viewpoints. Multiple perspectives may be required along scenic corridors to accurately reflect the appearance of the development as the viewpoint is moved along the corridor.
3. For development which is shown to be visible from the designated corridors or viewpoints, the analysis shall demonstrate, in accurate perspective format, the measures proposed to blend the development into the context of the setting. The setting shall include the view frame of the picture when viewing the development from a particular viewpoint and will typically include the backdrop

Div. 5.4. Natural Hazard Protection Standards

The purpose of this Division is to limit development in naturally hazardous areas.

Development in hazardous areas threatens the health, safety and welfare of human inhabitants, steep slopes, poor soils, avalanche chutes, floodplains, dense forest and areas along fault lines offer unique opportunities for interaction with the environment, but when natural events do occur in these areas the results can be disastrous.

5.4.1. Steep Slopes (P17-077)

A. Slopes in Excess of 25%

No physical development shall be permitted on natural slopes in excess of 25%.

B. Exceptions

1. **Manmade Slopes.** Physical development on manmade slopes is permitted, provided that the proposed finish grade complies with all other applicable standards of these LDRs.
2. **Small Slopes.** Physical development of isolated slopes that cover less than 1,000 square feet and have less than 10 feet of elevation change is permitted.
3. **Essential Access.** Physical development of steep slopes is permitted to provide essential access for vehicles and/or utilities when no other alternative access exists.

C. Standards in Hillside Areas

The purpose of this Section is to provide requirements, standards, criteria, and review procedures which are supplementary to those found elsewhere in these LDRs, and which apply only to hillside areas of the Town of Jackson.

1. **Definition.** For purposes of this Section, hillside areas within the Town of Jackson shall be defined as any lot of record which has an average cross-slope (in any direction) of 10% or greater. This definition shall include any lot of record upon which proposed physical development, use, development option, or subdivision may affect any portion of said lot of record having a slope of 10% or greater, even though the average cross-slope of the subject property may be less than 10%.
2. **Applicability and Exceptions.** The requirements and procedures of this Subsection shall apply when any hillside area is proposed for subdivision, lot split, or development or terrain disturbance of any kind, including a building permit. The only exception shall be in the case of a detached single-family unit on a lot which has been legally platted prior November 9, 1994.
3. **Conditional Use Permit Required.** Prior to any terrain disturbance, removal of vegetation, or any physical development, use, development option, or subdivision, a Conditional Use Permit shall be required.

C. Parking Lot Requirements

- General. All parking lots shall comply with the plant unit requirements below.

Zone	Required Plant Units per Parking Space by Use and Zone			
	Agriculture	Residential	Institutional	All Other Uses
R	0	--	--	1 per 8 spaces
MHP-ToJ	--	--	--	1 per 8 spaces
NL-1	--	--	1 per 12 spaces	1 per 12 spaces
NL-2	--	--	1 per 12 spaces	1 per 12 spaces
NL-3	--	--	--	--
NL-4	--	--	--	--
NL-5	--	--	1 per 12 spaces	1 per 12 spaces
NM-1	--	--	--	--
NM-2	--	1 per 12 spaces	1 per 12 spaces	1 per 12 spaces
NH-1	--	1 per 12 spaces	1 per 12 spaces	1 per 12 spaces
BP-ToJ	--	--	--	1 per 16 spaces
UC	--	--	--	1 per 12 spaces
TS	--	--	--	0
DC	--	--	--	0
CR-1	--	--	--	1 per 12 spaces
CR-2	--	--	--	1 per 12 spaces
CR-3	--	--	--	1 per 12 spaces
OR	--	--	--	1 per 12 spaces
P/SP-ToJ	--	--	--	1 per 8 spaces

- Existing Trees Can Be Counted. Existing trees that can be preserved by leaving the area under their canopy substantially undisturbed shall count towards the plant unit requirement for parking lots.
- Landscape Objectives. The primary objectives of parking lot plant units shall be:
 - To avoid large, unbroken expanses of asphalt;
 - To screen or soften parked vehicles as viewed from off site;
 - To provide attractive, pleasing streetscapes; and
 - To better define and organize vehicular and pedestrian spaces.

D. Loading Area Requirement

Except in the UC, DC, CR-1, CR-2, CR-3, and OR zones, two plant units per loading bay shall be provided.

EXAMPLE: Landscaping placed on a hillside or slope should consist of plant material that is typically found on a similar hillside or slope. Similarly, landscaping plant material placed in a floodplain or drainageway should be native vegetation that is generally found in a similar floodplain or drainageway. Further, the use of native vegetation should acknowledge the relative attractiveness of certain plant species to wildlife. Responsive planting designs should therefore position plants, which are palatable to wildlife in areas where browsing damage will not affect the screening or ornamental qualities of the planting plan.

C. Removal of Existing Vegetation Prohibited

Removal of specimen trees of 3 inch caliper or greater, and removal of shrub stands and rows with an average height of 3 feet or greater is prohibited in the DC, CR-1, CR-2, CR-3, OR, UC, PRD, MHP-ToJ, and BP-ToJ zones except in accordance with an approved landscape plan. Removal of dead, diseased, or damaged trees and shrubs which are a potential hazard to life and property may be approved by the Planning Director. In addition, vegetation may be removed to meet fuel reduction mitigation measures required by the Fire Marshal.

D. Use of Landscaped Areas

No portion of a site required to be landscaped shall be used for the parking of vehicles or for open storage of any kind.

E. Open Space Standards

All areas of required open space that are presently covered with natural vegetation and are to remain undisturbed shall not be required to be landscaped. Areas of open space that have been disturbed, except those to be used as sports fields and other areas that are to be paved, must be restored to prior conditions, as much as feasible. In addition, adequate ground cover shall be provided so that no landscaped ground areas are exposed to erosion. Noxious weeds appearing on the designated list under the Wyoming Weed and Pest Control Act of 1973 shall be controlled.

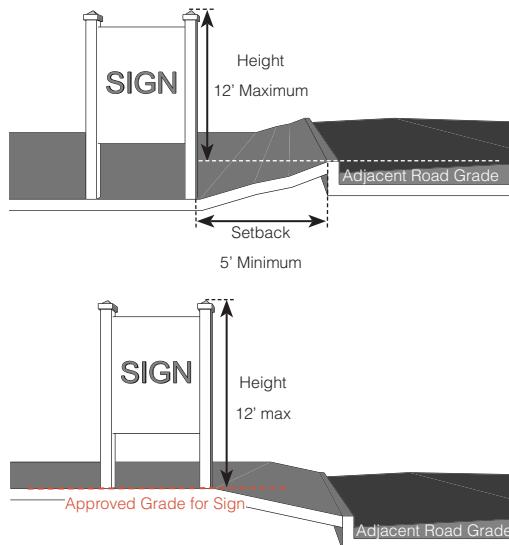
F. Landscaping in Public Rights-of-Way

In addition to required landscaping on private property, the property owner shall be responsible for the provision and maintenance of landscaping in accordance with the requirements of this Section for that area between the property line and the back of curb or the edge of the traveled way of any public street, alley or other public way, in a manner which provides consistency of landscaping and maintenance between the public properties to be landscaped and maintained and the adjacent private property. When such property lies within the right-of-way of a street or highway maintained by the Wyoming Department of Transportation (WYDOT), a landscape permit from WYDOT must be obtained.

7. Freestanding Signs

a. Height

- i. Permitted freestanding signs and support structures within the Town Square Sign District and DC, CR-1, CR-2, CR-3, OR, UC, NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, and NH-1 zones in the General Sign District and shall not exceed 6 feet in height.
- ii. Permitted freestanding signs and support structures within the CR-2, CR-3, BP-ToJ, and R-ToJ zones in the General Sign District shall not exceed 12 feet in height.
- iii. Sign heights for freestanding signs including support structures and any decorative extensions above the sign shall be measured from the adjacent road grade to the top of the sign including support structures. If the adjacent road grade is lower than the proposed freestanding sign, the sign shall be measured from the approved grade at the base of the proposed sign to the top of the sign including support structures.



Div. 5.8. Design Guidelines

5.8.1. Applicability (P17-077)

A. General

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.

1. All applications for nonresidential development and redevelopment within the Town.
2. All applications within the DC, CR-1, CR-2, CR-3, and OR zones.
3. All applications for residential development that includes three or more attached units.

B. Zone-Specific Applicability

In certain zones only portions of the Town's Design Guidelines apply. The zone-specific applicability of the design guidelines is established in Article 2-Article 4.

C. Planning Director Exemption

The Planning Director may exempt certain building additions and exterior modifications to existing buildings that require only a building permit approval, provided that the modifications do not expand the floor area of the building by more than 20% and such additions and modifications are consistent with the materials and architecture of the existing structure.

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 are available in the office of the Planning Department or on the Town's website: www.townofjackson.com.

5.8.3. Design Review Committee (1/1/15, Ord. 1074)

Procedures and requirements for conduct of the Town's Design Review Committee are established in Article 8.

Div. 6.1. Allowed Uses

6.1.1. Use Schedule (P17-077)

The Use Schedule establishes the principal, accessory, and temporary uses allowed in each zone. The definitions and standards for each use are established in Sec. 6.1.2.-Sec. 6.1.12. and referenced in the table. Additional uses may be allowed in a zone as part of an allowed development option as specified in Div. 7.1. The permit required for each allowed use is designated using the following symbols.

- A. "Y" denotes an allowed use that does not require a use permit. Physical development permits are still required as applicable.
- B. "B" denotes an allowed use that requires a Basic Use Permit to be obtained pursuant to Sec. 8.4.1.
- C. "C" denotes an allowed use that requires a Conditional Use Permit to be obtained pursuant to Sec. 8.4.2. A conditional use is generally compatible with the character of a zone but requires individual review of its configuration, density, and intensity in order to mitigate effects that may be adverse to the desired character of the zone.
- D. "S" denotes an allowed use that requires a Special Use Permit to be obtained pursuant to Sec. 8.4.3. Special uses are inherently incompatible with the character of the zone, but essential to the community; and therefore some provision must be made for their existence and operation. Special uses require specified locations due to common neighborhood opposition. These locations shall be determined by a comprehensive community-wide selection process designed to identify locations that best serve the special use while minimizing the negative impacts and obtrusiveness. Special uses also require individual review of their configuration, density, and intensity in order to mitigate effects that are adverse to the desired character of the zone.
- E. **Permit Exemption for Emergency Response**

From time to time, a use may be a necessary part of an emergency response under the Comprehensive Emergency Management Plan, implemented by Teton County Emergency Management. In such instances, the requirement for a use permit shall be waived.

EXAMPLE: A heliport is an aviation use requiring a Conditional Use Permit. Temporary heliports are sometimes established in proximity to a forest fire for purposes of helicopter fire suppression. In the case of an emergency response, the requirement for a CUP is waived.

F. Use Schedule

The use schedule is established in the following tables.

Town Character Zones															Rural Area Zones	Def/ Stds		
USE CATEGORY	Complete Neighborhood Zones																	
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a				
Open Space																<u>6.1.2.</u>		
Agriculture	B	B	B	B	B	B	--	--	--	--	--	--	--	--		<u>6.1.3.B.</u>		
Outdoor Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.3.C.</u>		
Residential																<u>6.1.4.</u>		
Detached Single-Family Unit	Y	Y	Y	Y	Y	Y	Y	Y	--	--	--	--	--	--		<u>6.1.4.B.</u>		
Attached Single-Family Unit	--	--	--	--	--	B	B	B	B	B	B	B	B	B		<u>6.1.4.C.</u>		
Apartment	--	--	--	--	B	B	B	B	B	B	B	B	B	B		<u>6.1.4.D.</u>		
Mobile Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.4.E.</u>		
Dormitory	--	--	--	--	C	C	B	C	C	C	C	B	C	--		<u>6.1.4.F.</u>		
Group Home	C	C	--	--	C	C	B	C	C	C	C	C	C	--		<u>6.1.4.G.</u>		
Lodging																<u>6.1.5.</u>		
Conventional Lodging	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--		<u>6.1.5.B.</u>		
Short-Term Rental Unit	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--		<u>6.1.5.C.</u>		
Commercial																<u>6.1.6.</u>		
Office	--	--	--	--	--	--	--	--	B	B	B	B	B	--		<u>6.1.6.B.</u>		
Retail	--	--	--	--	--	--	--	--	B	B	B	B	B ^z	--		<u>6.1.6.C.</u>		
Service	--	--	--	--	--	--	--	--	B	B	B	B	B ^z	--		<u>6.1.6.D.</u>		
Restaurant/Bar	--	--	--	--	--	--	--	--	B	B	B	B	--	--		<u>6.1.6.E.</u>		
Heavy Retail/Service	--	--	--	--	--	--	--	--	--	--	--	B	--	--		<u>6.1.6.F.</u>		
Mini-Storage Warehouse	--	--	--	--	--	--	--	--	--	--	--	B	--	--		<u>6.1.6.G.</u>		
Nursery	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.6.H.</u>		
Amusement/Recreation																<u>6.1.7.</u>		
Amusement	--	--	--	--	--	--	--	--	B	B	B	B	--	--		<u>6.1.7.B.</u>		
Developed Recreation	--	--	--	--	--	--	--	--	B	B	B	B	--	--		<u>6.1.7.D.</u>		
Outfitter/Tour Operator	--	--	--	--	--	--	--	--	C	B	B	B	--	--		<u>6.1.7.E.</u>		
Adult Entertainment Business	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.7.F.</u>		
Institutional																<u>6.1.8.</u>		

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required ^z = Use subject to zone specific standards

Town Character Zones															Rural Area Zones	Def/Std		
USE CATEGORY	Complete Neighborhood Zones																	
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a				
Assembly	C	C	--	--	C	--	C	C	C	C	C	C	C	--	6.1.8.B.	6.1.8.C.		
Daycare/Education	--	--	--	--	--	--	--	--	B	B	B	B	B	--				
Industrial																6.1.9.		
Light Industry	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.9.B.	6.1.9.C.		
Heavy Industry	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Disposal	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.9.D.	6.1.10.		
Transportation/Infrastructure																		
Parking	--	--	--	--	--	--	--	--	C	C	C	C	--	--	6.1.10.B.	6.1.10.C.		
Utility Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	--				
Wireless Communication Facilities																6.1.10.D.		
Minor	B	B	B	B	B	B	B	B	B	B	B	B	B	--				
Major	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Heliport	--	--	--	--	--	--	--	--	--	--	--	C	--	--	6.1.10.E.	6.1.11.		
Accessory Uses																		
Accessory Residential Unit	B	B	B	B	--	B	--	--	B	B	B	B	B	--	6.1.11.B.	6.1.11.C.		
Bed and Breakfast	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Home Occupation	B	B	B	B	B	B	B	B	B	B	B	B	B	--	6.1.11.D.	6.1.11.E.		
Home Business	C	C	C	C	C	C	C	C	--	--	--	--	--	--				
Family Home Daycare	B	B	B	B	B	B	B	B	B	B	B	B	B	--	6.1.11.F.	6.1.11.G.		
Home Daycare Center	C	C	--	--	C	--	C	C	--	--	--	--	--	--				
Drive-In Facility	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.11.H.	6.1.12.		
Temporary Uses																		
Christmas Tree Sales	--	--	--	--	--	--	--	--	Y	Y	Y	Y	--	--	6.1.12.B.	6.1.12.C.		
Real Estate Sales Office	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Temporary Shelter	B	B	B	B	B	B	B	B	--	--	--	--	--	--	6.1.12.D.	6.1.12.E.		
Farm Stand	--	--	--	--	--	--	--	--	B	B	B	B	--	--				
Temp. Gravel Extraction and Processing	B	B	B	B	B	B	B	B	--	--	--	--	--	--	6.1.12.F.	6.1.12.G.		

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required Z = Use subject to zone specific standards

Town Legacy Zones							
USE CATEGORY	Complete Neighborhood Zones			Rural Area Zones	Civic Zones		Def/ Stds
Specific Use	TS	UC	BP- ToJ	MHP- ToJ	R-ToJ	P/SP- ToJ	P-ToJ
Open Space						<u>6.1.2.</u>	
Agriculture	--	--	--	--	B	Y	Y
Outdoor Recreation	--	--	C	--	C	C	<u>6.1.3.C.</u>
Residential						<u>6.1.4.</u>	
Detached Single-Family Unit	--	Y	--	--	Y	--	<u>6.1.4.B.</u>
Attached Single-Family Unit	--	B ^z	--	--	--	--	<u>6.1.4.C.</u>
Apartment	--	B ^z	--	--	--	--	<u>6.1.4.D.</u>
Mobile Home	--	--	--	B ^z	--	--	<u>6.1.4.E.</u>
Dormitory	--	C	--	--	C	C	<u>6.1.4.F.</u>
Group Home	--	C	--	--	C ^z	C	<u>6.1.4.G.</u>
Lodging						<u>6.1.5.</u>	
Conventional Lodging	C(LO)	B(LO)	--	--	--	--	<u>6.1.5.B.</u>
Short-Term Rental Unit	C(LO)	B(LO)	--	--	--	--	<u>6.1.5.C.</u>
Commercial						<u>6.1.6.</u>	
Office	B	B	--	--	--	C	<u>6.1.6.B.</u>
Retail	B	B	--	--	--	--	<u>6.1.6.C.</u>
Service	B	B	--	--	--	C	<u>6.1.6.D.</u>
Restaurant/Bar	B	B	--	--	--	--	<u>6.1.6.E.</u>
Heavy Retail/Service	--	--	B	--	--	C	<u>6.1.6.F.</u>
Mini-Storage Warehouse	--	--	B	--	--	C	<u>6.1.6.G.</u>
Nursery	--	--	C	--	C	--	<u>6.1.6.H.</u>
Amusement/Recreation						<u>6.1.7.</u>	
Amusement	C	C	--	--	--	--	<u>6.1.7.B.</u>
Developed Recreation	--	B	C	--	--	C	<u>6.1.7.D.</u>
Outfitter/Tour Operator	--	C	C	--	--	--	<u>6.1.7.E.</u>
Adult Entertainment Business	--	--	C	--	--	--	<u>6.1.7.F.</u>
Institutional						<u>6.1.8.</u>	
Assembly	--	C	C	--	C	C	<u>6.1.8.B.</u>
Daycare/Education	--	B	C	--	--	C	<u>6.1.8.C.</u>

Key: Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay
 (OF) = Only allowed in Office Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required ^z = Use subject to zone specific standards

Town Legacy Zones								
USE CATEGORY	Complete Neighborhood Zones			Rural Area Zones	Civic Zones		Def/ Stds	
Specific Use	TS	UC	BP- ToJ	MHP- ToJ	R-ToJ	P/SP- ToJ	P-ToJ	
Industrial							<u>6.1.9.</u>	
Light Industry	--	--	B	--	--	C	--	<u>6.1.9.B.</u>
Heavy Industry	--	--	C	--	--	C	--	<u>6.1.9.C.</u>
Disposal	--	--	C	--	--	C	--	<u>6.1.9.D.</u>
Transportation/Infrastructure							<u>6.1.10.</u>	
Parking	--	--	--	--	--	C	--	<u>6.1.10.B.</u>
Utility Facility	--	C	C	C	C	C	C	<u>6.1.10.C.</u>
Wireless Communication Facilities								<u>6.1.10.D.</u>
Minor	B	B	B	B	B	B	B	
Major	--	--	C	--	--	C	C	
Heliport	--	--	C	--	--	C	--	<u>6.1.10.E.</u>
Accessory Uses							<u>6.1.11.</u>	
Accessory Residential Unit	B	B	C	--	B	B	--	<u>6.1.11.B.</u>
Bed and Breakfast	--	B(LO)	--	--	--	--	--	<u>6.1.11.C.</u>
Home Occupation	B	B	B	B	B	B	--	<u>6.1.11.D.</u>
Home Business	--	B	--	--	C	--	--	<u>6.1.11.E.</u>
Family Home Daycare	--	B	B	--	B	--	--	<u>6.1.11.F.</u>
Home Daycare Center	--	B	C	--	--	B	--	<u>6.1.11.G.</u>
Drive-In Facility	--	B	--	--	--	--	--	<u>6.1.11.H.</u>
Temporary Uses							<u>6.1.12.</u>	
Christmas Tree Sales	--	Y	Y	--	Y	Y	Y	<u>6.1.12.B.</u>
Real Estate Sales Office	--	--	B	--	B	--	--	<u>6.1.12.C.</u>
Temporary Shelter	--	B	--	B	B	--	--	<u>6.1.12.D.</u>
Farm Stand	--	B	--	--	B	B	--	<u>6.1.12.E.</u>
Temp. Gravel Extraction and Processing	--	B	B	B	B	B	B	<u>6.1.12.F.</u>

Key: Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay
 (OF) = Only allowed in Office Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use
 Permit required Z = Use subject to zone specific standards

Div. 6.4. Operational Standards

6.4.1. Outside Storage (3/22/17, Ord. 1170)

A. Use of Front Yards

The use of the front yard (street yard) of a residential use for the storage of boats, snowmobiles, trailers, RVs, and similar motor vehicles and equipment is prohibited.

B. Storage of Structures

The storing of structures of any kind is not permitted in any residential zone.

C. Vehicle and Equipment Storage - Vacant Property

The storage of any vehicle on vacant property in a residential zone for more than 3 consecutive days is prohibited. This includes boats, rafts, trailers, snowmobiles, campers, RVs and similar vehicles, and equipment. This also includes heavy equipment, construction equipment, and construction materials. Nothing herein shall be construed to prohibit the storage of vehicles and equipment for temporary construction, provided the storage area is fenced, well marked, and posted. For purposes of this provision, lots which are normally kept and maintained as yard area for an adjacent residence shall not be considered vacant property, provided the vehicles, equipment, and materials stored thereon are owned, supervised, and controlled by an occupant of the adjacent residence.

D. Outdoor Display

The organized outdoor display of goods for sale in association with a nonresidential use is allowed, except an Adult Entertainment Business (see [6.1.7.E.](#)), provided it is contained on private property.

6.4.2. Refuse and Recycling (1/1/15, Ord. 1074)

A. Town Trash and Recycling Enclosures

Trash and recycling enclosures shall be provided for all nonresidential uses and multi-family developments of 4 or more units. Enclosures shall be of similar material and color to the building. Enclosures shall be entirely enclosed with the side facing the street or alley to be a gate whenever feasible. Enclosures shall provide adequate space for recycling as determined by the Planning Director. Enclosures shall be consolidated wherever possible.

6.4.3. Noise (P17-077)

All uses shall conform with the following standards.

A. Maximum Noise

Noises shall not exceed the maximum sound levels prescribed in the table below, beyond the site boundary lines, except that when a nonresidential activity in contiguous to a residential zone, the residential zone standard shall govern.

Noise Level Restrictions	
Zone	Maximum Permitted Sound Level
R, MHP-ToJ, NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1	55 DBA
All other zones	65 DBA

B. Exceptions

- General.** Noises of vehicles, home appliances, and chain saws in private use, occasionally used safety signals, warning signals, emergency pressure relief valves, and temporary construction operations shall be exempt from the requirements of this Section.
- Limited Exception/Limited Interval of Time/One Day.** The maximum permitted sound level may be exceeded by 10 DBA for a single period, not to exceed 15 minutes, in any one day.
- Impact Noises.** For the purposes of this Section, impact noises are those noises whose peak values are more than 6 DBA higher than the values indicated on the sound level meter, and are of short duration, such as the noise of a forging hammer or punch press. For impact noises, the maximum permitted sound level may be exceeded by 10 DBA.

C. Measurement

Noise shall be measured with a sound level meter meeting the standards of the American National Standards Institute (ANSI S1.4-1961) "American Standard Specification for General Purpose Sound Level Meters." The instrument shall be set to the A-weighted response scale and the meter to the slow response. Measurements shall be conducted in accord with ANSI S1.2-1962 "American Standard Method for the Physical Measurement of Sound" (or most current standards). Measurements may be made at any point along a zone boundary or site boundary line.

6.4.4. Vibration (1/4/17, Ord. 1163)

All uses shall conform with the following standards:

A. General

Vibration shall be measured at the site boundary line. Except for temporary construction operations and blasting for avalanche control, no activity shall cause or create a displacement for the frequencies prescribed in the table below.

Maximum Permitted Steady State Vibration Displacement	
Frequency (cycles per second)	Vibration Displacement (inches)

Div. 7.1. Development Option Standards

7.1.1. Development Options Schedule (P17-077)

The table below establishes the development options allowed in each zone. The standards for each development option are established in this Division. The density and intensity requirements for each development option are located in the standards for the zone, found in [Article 2](#)-[Article 4](#). The thresholds for permitting allowed development options are also established by zone.

Town Character Zones - Development Options															Rural Area Zones	n/a	Stds		
	Complete Neighborhood Zones																		
Option	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR						
MHP	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	7.1.3.			

Key: P = Development option allowed with appropriate permit -- = Development option prohibited

Town Legacy Zones - Development Options									
	Complete Neighborhood Zones			Rural Area Zones	Civic Zones				
Option	BP- TS	MHP- UC	ToJ	R- ToJ	P/SP- ToJ	P- ToJ	Stds		
MHP	--	--	--	P	--	--	--	7.1.3.	

Key: P = Development option allowed with appropriate permit -- = Development option prohibited

7.1.2. Planned Residential Development (PRD) (1/1/15, Ord. 1074)

[Section number reserved, standards only apply in County]

7.1.3. [deleted] (P17-077)

[Section number reserved, original Section deleted]

7.1.4. Mobile Home Park (1/1/15, Ord. 1074)

Mobile Home Parks shall meet the following standards. Mobile Home Parks may be proposed in the MHP-ToJ or as an Urban Cluster Development.

A. **Existing Mobile Home Parks in the MHP-ToJ.** Existing mobile home parks within the MHP-ToJ zone shall be allowed to continue, expand, and redevelop, provided the standards in this Subsection are met.

1. **Density.** The number of units in an existing mobile home park in the MHP-ToJ shall not be limited.

Div. 7.2. Subdivision Standards

This Division contains the development standards required for subdivision, such as 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. See [Sec. 8.5.3.](#) for the procedure to subdivide property.

7.2.1. Subdivision Types Schedule (P17-077)

The table below establishes the subdivision types allowed in each zone. The standards for all subdivisions and each subdivision type are established in this Division. The density and intensity requirements for each subdivision type are located in the standards for the zone, found in [Article 2.-Article 4.](#) The thresholds for permitting allowed subdivision are also established by zone.

Town Character Zones - Subdivision Types																
		Complete Neighborhood Zones													Rural Area Zones	
		NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	Stds
Land Division	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	7.2.3.
Condominium/ Townhouse	--	--	--	--	--	--	P	p	P	P	P	P	p	P	--	7.2.4.

Key: P = Development option allowed with appropriate permit
-- = Development option prohibited

Town Legacy Zones - Subdivision Types						
Complete Neighborhood Zones			Rural Area Zones	Civic Zones		
BP- MHP- TS UC ToJ ToJ			R- ToJ	P/SP- ToJ	P- ToJ	Stds
Land Division	P	P	P	P	P	7.2.3.
Condominium/ Townhouse	P	P	P	--	P	P

Key: P = Development option allowed with appropriate permit
-- = Development option prohibited

7.8.4. Workforce Housing Floor Area Bonus (P17-077)

A. Intent

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

B. Applicability

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

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

Maximum Exempt Unrestricted Floor Area per Voluntarily Restricted Floor Area	
Zone	Unrestricted Floor Area : Restricted Floor Area
NM-2	2:1
NH-1	2:1
DC	2:1
CR-1	2:1
CR-2	2:1
CR-3	2:1
OR	2:1

2. **Restricted Housing.** The restricted floor area provided pursuant to this Section shall be subject to an affordable, employee, employment-based, or rental workforce deed restriction, acceptable to the Jackson/Teton County Housing Department, which is recorded with the County Clerk.
3. **Required Restrictions Do Not Apply.** Floor area that is required to be restricted in order to comply with [Div. 6.3.](#), [Div. 7.4.](#), or another standard of these LDRs shall not be included in the calculation of the maximum amount of unrestricted floor area allowed by this Section.
4. **Allowed Use.** Floor area approved pursuant to this Section shall only be used for one of the following uses:
 - a. Attached Single Family Dwelling ([6.1.4.C.](#)); or
 - b. Apartment ([6.1.4.D.](#)); or
 - c. Dormitory ([6.1.4.F.](#)); or

D. Timing

A pre-application conference shall be held prior to the submittal of an application.

A potential applicant shall initiate a request for a pre-application conference pursuant to Sec. 8.2.4. The pre-application conference shall be scheduled for a date acceptable to the requester that is within 60 days of receipt of the request.

E. Conference Focus

At the pre-application conference, the applicant and representatives of the Town shall discuss the potential proposal to identify the standards and procedures that would apply to the proposal. Applicable LDR provisions not identified at the pre-application conference or amended following the pre-application conference are still applicable to the proposal. The level of detail of the Town's review will match the level of detail contained in the materials submitted with the request for the pre-application conference. The pre-application conference is intended as a means of facilitating the application review process; discussions at the meeting and the written summary of the meeting are not binding on the Town.

F. Conference Summary

The pre-application conference requester shall be provided a written summary of the pre-application conference within 14 days of its completion.

G. Expiration

A pre-application conference only satisfies a pre-application conference requirement if the application for which it is required is submitted within 12 months of the pre-application conference.

8.2.2. Environmental Analysis (EA) (P17-077)

A. Purpose

The purpose of an Environmental Analysis (EA) is to coordinate the application of all natural resource protection standards through identification of the natural resources on a site. An EA review does not result in application approval, it results in recommended natural resource protections for an application.

B. Applicability

Unless exempted below, physical development, use, development options, and subdivision subject to Div. 5.1., Div. 5.2. or Sec. 7.1.2. shall complete an EA in accordance with the requirements of this Section.

1. Exemptions

- a. **Previous Approval.** Physical development, use, development options, and subdivision that has received approval in accordance with the LDRs.
- b. **Detached Single-Family Dwelling.** Physical development of a detached single-family dwelling if:
 - i. The proposed location is not within the NRO;
 - ii. It is the only dwelling unit on the lot of record, or the density on the site is less than or equal to one dwelling unit per 35 acres of base site area; and

- iii. Compliance with all setback and buffer standards in Div. 5.1. and Div. 5.2. is demonstrated.
- c. **Expansion.** Expansion of an existing building or the addition of an accessory structure within the impact area of the existing building.
- d. **Conservation Easement.** Land subject to a conservation easement held by a formal land trust that has a mandate to protect conservation values, for which a rigorous review and study of the conservation values of the land has been performed as a basis for establishing the easement, if the applicant demonstrates that the review and study satisfies the objectives of the EA. In such instances the review and study completed for the conservation easement may be substituted for the EA.
- e. **Other.** The Planning Director may waive the requirement for an EA if the development complies with the following:
 - i. The lot of record is outside the NRO and the application demonstrates compliance with all setback and buffer standards in Div. 5.1. and Div. 5.2.; or
 - ii. The lot of record is in the NRO but is also in an area that has well-documented habitat information where additional physical development, use, development options and subdivision is anticipated to have minimal additional negative impacts to animal species protected by Sec. 5.2.1. While an EA is not required for lands meeting this exemption, development on such lands shall still be subject to certain standards for development determined appropriate by the Planning Director or the Town Council.

C. Professional Preparation

An EA shall be prepared by an environmental professional with expertise in the subject of environmental sciences based on education, professional certifications, experience in the field, and their understanding of these LDRs, the Jackson/Teton County Comprehensive Plan, and the goals and objectives thereof.

D. Substantial Changes

When changes are made to the proposal after the EA has been completed, so that the accuracy of the EA is significantly compromised, the Planning Director may require that the applicant provide updated analysis data to address the changes.

E. Expiration

1. An EA that is completed 3 or more years before the submittal of the associated application shall not be considered current and shall not meet the requirements of this Section.
2. Notwithstanding the standard above, the Planning Director may require a wholly new or amended EA for EAs that are less than 3 years old if the standards or circumstances analyzed have been altered significantly.
3. The Planning Director may extend the expiration date of an EA beyond 3 years if:

B. Maximum Density

Unless stated otherwise for a specific provision of these LDRs, density is calculated by dividing the number of units by the base site area, or gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2.](#)).

EXAMPLE: 3 units on 35 acres of base site area is a density of 0.086 units/acre
(3/35 = .086).

C. Floor Area Ratio (FAR)/Maximum Floor Area

1. The maximum floor area (see Sec. 9.4.5. for definition of Floor Area) allowed on a site shall be the maximum habitable floor area not including basement floor area, as defined in Sec. 9.5.B.
2. The site area used to calculate maximum floor area shall be:
 - a. gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2.](#)), and
 - b. base site area in Legacy Zones ([Div. 2.3.](#) & [Div. 3.3.](#)).
3. Unless otherwise defined in these LDRs, the maximum allowed floor area above grade is calculated by multiplying the allowed FAR by the applicable site area. Inversely, FAR is calculated by dividing the habitable floor area above grade by the applicable site area.

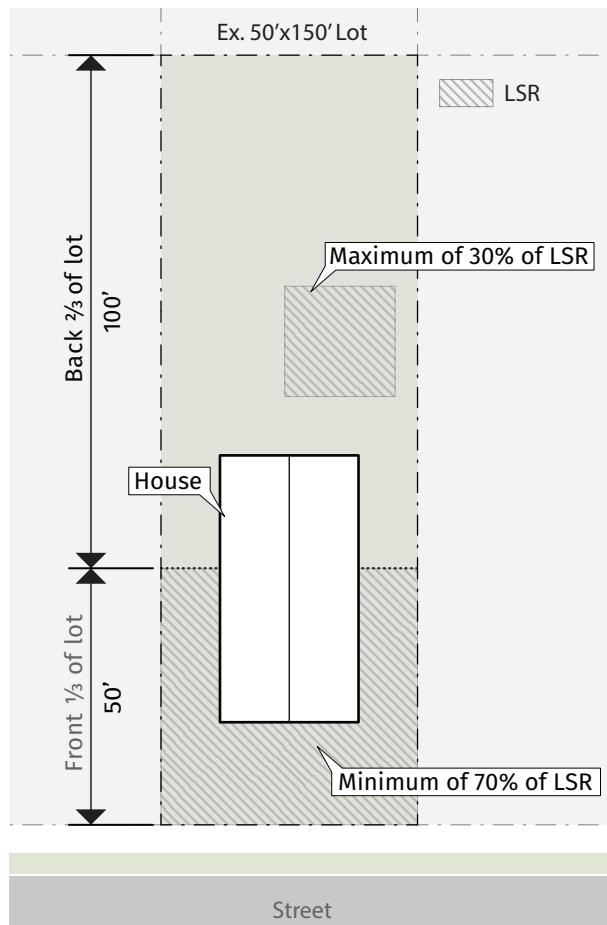
EXAMPLE: On a site area of 24,000 square feet a building with 8,000 square feet of habitable floor area where 2,000 square feet was in the basement would have an FAR of .25 ((8,000-2,000)/24,000 = .25). Alternatively, unless otherwise defined in these LDRs, the maximum allowed floor area is calculated by multiplying the allowed FAR by the base site area (see [Sec. 9.5.E.](#) for definition of Floor Area).

D. Landscape Surface Ratio (LSR)/Minimum Landscape Surface Area

1. The landscape surface ratio (LSR) is calculated by dividing the landscape surface area by the base site area, or gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2.](#)).

EXAMPLE: A property that has 6,000 square feet of landscape surface area and a base site area of 24,000 square feet has an LSR of .25 (6,000/24,000 = .25). Unless otherwise defined in these LDRs, the minimum required amount of landscape surface area is calculated by multiplying the required LSR by the base site area (see [Sec. 9.5.L.](#) for definition of Landscape Surface Area).

2. The LSR for Apartments in the NM-2 and NH-1 zones shall be calculated consistent with the graphic below.



E. Lot Coverage

Lot coverage is calculated by dividing the building footprint by the adjusted site area, or gross site area in Character Zones (Div. 2.2. & Div. 3.2.).

EXAMPLE: A single-family unit with a building footprint of 1,500 square feet on an adjusted site area of 7,500 sf would have a lot coverage of .2 ($1,500/7,500 = .2$). Unless otherwise defined in these LDRs, the maximum building footprint is calculated by multiplying the maximum lot coverage by the adjusted site area (see Sec. 9.5.F for definition of Footprint, Building). Sites with residential and nonresidential use shall be exempt from any lot coverage requirement.

F. Minimum Lot Size

Minimum lot size means the required minimum gross site area of a newly created lot of record, including remnant parcels.

E. Street Setback

1. Point of Measurement

- a. **Character Zones.** In a Character Zone (Div. 2.2. & Div. 3.2.) a street setback shall be measured to the back of the pedestrian frontage.
- b. **Legacy Zones.** In a Legacy Zone (Div. 2.3. & Div. 3.3.) a street setback shall be measured to any road right-of-way, roadway, vehicular access easement, additional width required for right-of-way purpose as established in the Master Plan for Street Improvements, or property line from which access is taken, except that a street setback shall not be measured to a driveway easement.

F. Driveway Setback

The minimum setback from a driveway easement shall be 5 feet, but shall not reduce the side or rear yard setback as measured to a lot line.

G. Side Setback

A side setback shall be measured to any side lot line.

H. Rear Setback

A rear setback shall be measured to any rear lot line.

I. Site Development Setback Exemption

Site development setbacks shall not apply from a lot line to a road or driveway when the lot line is within an easement and properties on both sides of the lot line benefit from the easement.

J. Encroachments into Setbacks

1. **Residential Zones (NL-1, NL-2 NL-3, NL-4, NL-5, NM-1, NM-2, NH-1)**
2. **Front Setback:** Cornices, canopies, eaves, decks (covered and uncovered), porches, balconies, bay windows, chimneys and similar architectural features may encroach into a front yard by not more than 6 feet.
 - a. **Side and Rear Setback:** Cornices, canopies, eaves, decks (covered and uncovered), porches, balconies, bay windows, chimneys and similar architectural features may encroach into a side/rear yard by not more than 4 feet. Patios which are at grade may extend to any portion of a side or rear yard but not closer than 1 foot from a property line. The allowances in this subsection b. apply only to primary structures and do not apply to ARUs or accessory structures.
3. **Commercial buildings**
 - a. Architectural encroachments are not permitted in any setback in a commercial zones/buildings.

Nonconforming or Nonconformity. See [Div. 1.9.](#)

Nursery. See [6.1.6.H.](#)

O

(P17-077)

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.](#)

Outdoor Recreation. See [6.1.3.C.](#)

Outfitter. See [6.1.7.E.](#)

P

(P17-077)

Parcel. Parcel means unplatte 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.

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.

Protected Zone. The following zones are protected zones: Neighborhood Low Density -1 (NL-1), Neighborhood Low Density -2 (NL-2) Neighborhood Low Density -3 (NL-3), Neighborhood Low Density -4 (NL-4), Neighborhood Low Density -5 (NL-5), and Neighborhood Medium Density -1 (NM-1).

Public Sanitary Sewer. See "Wastewater Treatment System, Public."

Public Water Supply. See "Water Supply, Public."

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.

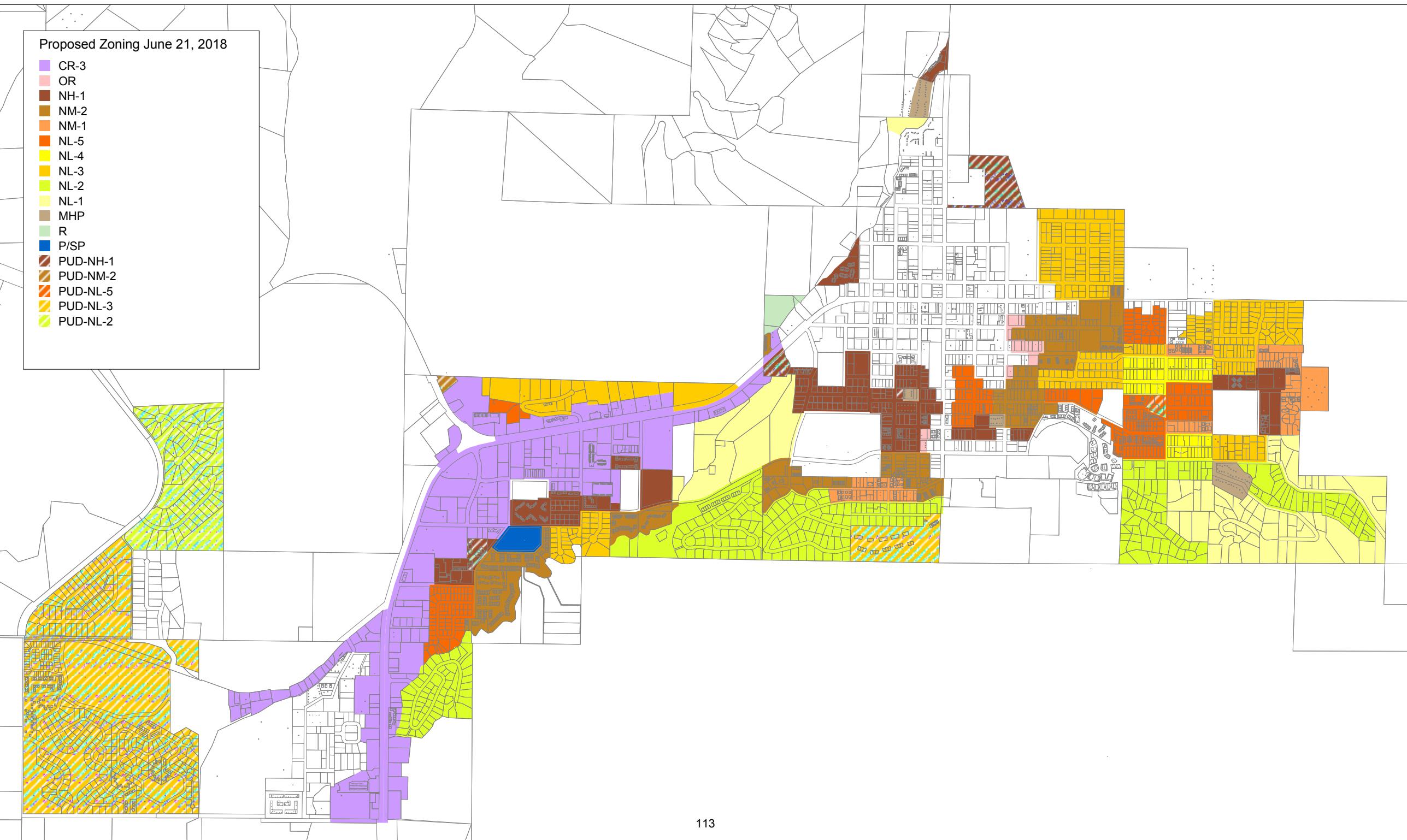
Recreational Park Trailers (RPT). An RPT or park model, is a trailer type that is primarily designed to provide temporary living quarters for recreational, camping, travel or seasonal use that meets the following criteria: (1) built on a single chassis; (2) mounted

SECTION II.

Section II of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to remove the Urban Residential (UR), Auto-Urban Commercial-Town (AC-ToJ), Auto-Urban Residential-Town (AR-ToJ), Business Park Restricted Uses (BP-R), Business Conservation-Town (BC-ToJ), Residential Business (RB), Neighborhood Conservation-Town (NC-ToJ), Neighborhood Conservation-2-Family (NC-2), and Suburban-Town (S-ToJ) legacy zones, and add the NL-1: Neighborhood Low Density 1, NL-2: Neighborhood Low Density 2, NL-3: Neighborhood Low Density 3, NL-4: Neighborhood Low Density 4, NL-5: Neighborhood Low Density 5, NM-1: Neighborhood Medium Density 1, NM-2: Neighborhood Medium Density 2, NH-1: Neighborhood High Density 1, and CR-3: Commercial Residential 3 character zones, to wit:

Proposed Zoning June 21, 2018

- CR-3
- OR
- NH-1
- NM-2
- NM-1
- NL-5
- NL-4
- NL-3
- NL-2
- NL-1
- MHP
- R
- P/SP
- PUD-NH-1
- PUD-NM-2
- PUD-NL-5
- PUD-NL-3
- PUD-NL-2



SECTION III.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV.

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 V.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2018.
PASSED 2ND READING THE _____ DAY OF _____, 2018.
PASSED AND APPROVED THE _____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy 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 _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandy Birdyshaw, Town Clerk

ORDINANCE J

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO DELETE SECTIONS 4.4.2, 6.1.4.H, AND 7.1.3 AND DIVISION 7.3; TO AMEND SECTIONS 2.2.10.D, 2.2.11.D, 2.2.12.C.1, 2.2.12.D, 2.2.14.C.1, 2.2.14.D, 2.3.1.D, 2.3.2.D, 2.3.10.B.1, 2.3.10.C.1, 2.3.10.C.3, 2.3.10.D, 2.3.13.D, 3.3.1.D, 4.2.1.D, 4.2.2.D, 4.4.1.G, 4.4.1.H, 6.1.1.F, 6.2.2.A, 7.1.1, 9.3.2, 9.4.6, 9.5.L, 9.5.O AND 9.5.U OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO REMOVE THE LIVE/WORK USE AND THE PLANNED UNIT DEVELOPMENT - TOWN (PUD-TOJ) AND URBAN CLUSTER DEVELOPMENT (UCD) DEVELOPMENT OPTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to delete Sections 4.4.2, 6.1.4.H, and 7.1.3, and Division 7.3; and amend Sections 2.2.10.D, 2.2.11.D, 2.2.12.C.1, 2.2.12.D, 2.2.14.C.1, 2.2.14.D, 2.3.1.D, 2.3.2.D, 2.3.10.B.1, 2.3.10.C.1, 2.3.10.C.3, 2.3.10.D, 2.3.13.D, 3.3.1.D, 4.2.1.D, 4.2.2.D, 4.4.1.G, 4.4.1.H, 6.1.1.F, 6.2.2.A, 7.1.1, 9.3.2, 9.4.6, 9.5.L, 9.5.O, and 9.5.U of the Town of Jackson Land Development Regulations to read as follows:

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)	Option 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				
Affordable Housing				
Required Affordable Housing				
Schools and Parks Exaction				
Schools exaction				
Parks exaction				
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				
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

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		Lot Size (min)	Option Standards	
Option	Allowed Subdivision Options			
Land Division		7,500 sf	Sec. 7.2.3.	
Townhouse Condominium Subdivision		n/a	Sec. 7.2.4.	
2. Residential Subdivision Requirements				
Affordable Housing				
Required Affordable Housing				
Schools and Parks Exaction				
Schools exaction				
Parks exaction				
3. Infrastructure				
Transportation Facilities				
Access			required	
Right-of-way for Minor Local Road (min)			60'	
Paved travel way for Minor Local Road (min)			20'	
Required Utilities				
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

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.)	Employee Housing (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	n/a
Apartment (6.1.4.D.)	B	n/a	n/a	0.25/bed	n/a
Dormitory (6.1.4.F.)	C	n/a	n/a	0.5/bed	n/a
Group Home (6.1.4.G.)	C	n/a	n/a		
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	47 sf/1,000 sf
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	n/a
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	14 sf/1,000 sf
Retail (6.1.6.C.)	B	6,000 sf	n/a	3.37/1,000 sf	156 sf/1,000 sf
Service (6.1.6.D.)	B	excluding basement	n/a	2.25/1,000 sf	56 sf/1,000 sf
Restaurant/Bar (6.1.6.E.)	B	storage	n/a	1/73 sf dining area + 1/40 sf bar area	378 sf/1,000 sf
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	independent calculation
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.)	B	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	exempt
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	exempt
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	independent calculation

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.)	Employee Housing (min) (Div. 6.3.)
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	independent calculation
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	
Minor	B	n/a	n/a		independent calculation
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	n/a
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	0.75/employee + 0.75 off-street pick-up/drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 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	> 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)	Option Standards			
Allowed Subdivision Options					
Land Division	7,500 sf	Sec. 7.2.3.			
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.			
2. Residential Subdivision Requirements					
Affordable Housing					
Required Affordable Housing					
Schools and Parks Exaction					
Schools exaction					
Parks exaction					
3. Infrastructure					
Transportation Facilities					
Access		(Div. 7.6.)			
Right-of-way for Minor Local Road (min)	60'				
Paved travel way for Minor Local Road (min)	20'				
Required Utilities					
Water		(Div. 7.7.)			
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	

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.)	Employee Housing (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	n/a
Apartment (6.1.4.D.)	B				
Dormitory (6.1.4.F.)	C	n/a	n/a	0.25/bed	n/a
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	n/a
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	14 sf/1,000 sf
Retail (6.1.6.C.) (E.3.)	B	2,000 sf excluding basement	E.3..	exempt	156 sf/1,000 sf
Service (6.1.6.D.) (E.3.)	B	basement storage	E.3..	exempt	56 sf/1,000 sf
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	exempt
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	exempt
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	independent calculation
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	independent calculation
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	n/a
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	0.75/employee + 0.75 off-street pick-up/ drop-off	exempt

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

3. Operational Standards

Outdoor Storage

Sec. 6.4.1.

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

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)	Option Standards
Allowed Subdivision Options		
Land Division	7,500 sf	<u>Sec. 7.2.3.</u>
Townhouse Condominium Subdivision	n/a	<u>Sec. 7.2.4.</u>
2. Residential Subdivision Requirements		
Affordable Housing		
Required Affordable Housing		
Schools and Parks Exaction		
Schools exaction		
Parks exaction		
3. Infrastructure		
Transportation Facilities		
Access		required
Right-of-way for Minor Local Road (min)		60'
Paved travel way for Minor Local Road (min)		20'
Required Utilities		
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				

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 ([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.

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)	Option 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**Affordable Housing**

Required Affordable Housing	1 affordable unit per 4 market units
-----------------------------	--------------------------------------

Schools and Parks Exaction

Schools exaction

Parks exaction

3. Infrastructure**Transportation Facilities**

Access

Right-of-way for Minor Local Road (min)

Paved travel way for Minor Local Road (min)

Required Utilities

Water

Sewer

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 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.

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)	Option Standards
Allowed Subdivision Options		
Land Division	5,000 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)
Allowed Development Options		
2. Residential Subdivision Requirements		
Affordable Housing		
Required Affordable Housing	1 affordable unit per 4 market units	
Schools and Parks Exaction		
Schools exaction		
Parks exaction		
3. Infrastructure		
Transportation Facilities		
Access		
Right-of-way for Minor Local Road (min)		
Paved travel way for Minor Local Road (min)		
Required Utilities		
Water		
Sewer		

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**
 - The open storage of vehicles and equipment is prohibited.
 - 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**
 - Applicability.** The following options for providing required parking shall apply to allowed uses except:
 - Residential Uses (Sec. 6.1.4.);

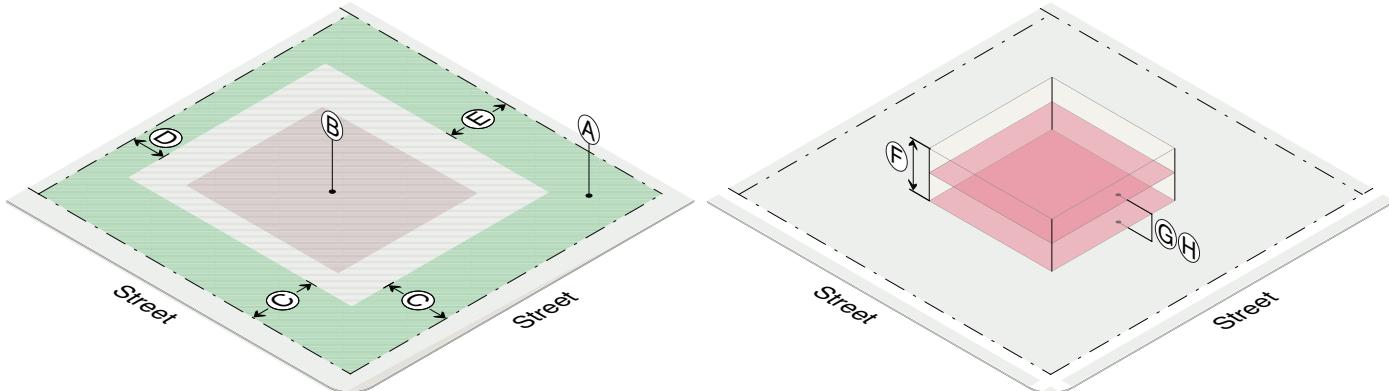
2.3.10. Business Park-Town (BP-ToJ)

A. Intent

The purpose of the Business Park-Town (BP-ToJ) Zone is to provide suitable locations and environs for a variety of industrial, wholesaling, distribution, and service commercial types of uses to meet general community needs.

B. Physical Development

Standards applicable to physical development in the BP-ToJ 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 BP-ToJ zone. This Subsection is intended to indicate all of the physical development standards applicable in the BP-ToJ zone, however, all standards in Article 5. are applicable in the BP-ToJ zone, unless stated otherwise.



1. Structure Location and Mass																
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)								
	LSR (min)	Lot Coverage (max)	Street Setback (min)	Side Setback (min)	Rear Setback (min)	Height (max)	Stories (max)	FAR (max)								
Other principal use	.15	n/a	20'	10'	20'	35'	2	.41								
Accessory use	See standards for primary use with which associated															
Exceptions																
Street/Side Yard - U.S. Highway 26-89-189-191. No structure shall be located within 20 feet of the highway right-of-way of U.S. Highway 26-89-189-191. The design, development, and operation of the proposed building or structure shall minimize or mitigate adverse effect, including visual impact of the proposed building or structure on adjacent properties.																
FAR. A 25% increase in FAR is allowed in all nonresidential zones, provided the increased floor area is devoted to on-site permanently affordable housing (deed restricted) and/or employee housing.																
Detached Accessory Structure Separation. 10'																

C. Allowed Uses and Use Standards

Standards applicable to uses in the BP-ToJ 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 BP-ToJ zone. This Subsection is intended to indicate all of the use standards applicable in the BP-ToJ zone, however, all standards in Article 6. are applicable in the BP-ToJ zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Employee Housing Floor Area (min) (Div. 6.3.)
Open Space					
Outdoor Recreation (6.1.3.C.)	C	0 sf	n/a	independent calculation	independent calculation
Residential					
Commercial					
Heavy Retail/Service (6.1.6.F.)	B	0 sf	n/a	2/1,000 sf + 3/repair bay + 1/wash bay	16 sf/1,000 sf
Mini-Storage Warehouse (6.1.6.G.)	B	0 sf	n/a	1/10 storage units + 1/employee	independent calculation
Nursery (6.1.6.H.)	C	0 sf	n/a	2/1,000 sf + 1/4,000 sf outdoor display area + 1/company vehicle + 1/employee	independent calculation
Amusement/Recreation					
Developed Recreation (6.1.7.D.)	C	0 sf	n/a	4.5/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	C	0 sf	n/a	independent calculation	independent calculation
Adult Entertainment Business (6.1.7.F.)	C	0 sf	n/a	1/30 sf seating area	independent calculation
Institutional					
Assembly (6.1.8.B.)	C	0 sf	n/a	independent calculation	exempt
Daycare/Education (6.1.8.C.)	C	0 sf	n/a	independent calculation	exempt
Industrial					
Light Industry (6.1.9.B.)	B	0 sf	n/a	1/1,000 sf + 1/company vehicle	8 sf/1,000 sf
Heavy Industry (6.1.9.C.)	C	0 sf	n/a	2/1,000 sf + 1/company vehicle	8 sf/1,000 sf
Disposal (6.1.9.D.)	C	0 sf	n/a	1/employee	8 sf/1,000 sf
Transportation/Infrastructure					

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

2.3.10. Business Park-Town (BP-ToJ)

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Employee Housing Floor Area (min) (Div. 6.3.)
Utility Facility (6.1.10.C.)	C	0 sf	n/a	1/employee + 1/stored vehicle	independent calculation
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	0 sf	n/a	1/employee + 1 per stored vehicle	independent calculation
Major	C	0 sf	n/a		
Heliport (6.1.10.E.)	C	0 sf	n/a	7/daily aircraft movement	independent calculation
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	C	0 sf	n/a	1.25/DU	n/a
Home Occupation (6.1.11.D.)	B	0 sf	n/a	n/a	exempt
Family Home Daycare (6.1.11.F.)	B	0 sf	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	0 sf	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	0 sf	n/a	1/1,000 sf outdoor display area + 1/employee	exempt
Real Estate Sales Office (6.1.12.C.)	B	0 sf	n/a	3.3/1,000 sf	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	0 sf	n/a	1/employee	exempt

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

3. Maximum Scale of Use	
Individual Use (floor area) (max)	
Accessory residential unit	800 sf habitable
4. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.) (E.3.b.)
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 BP-ToJ 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 BP-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the BP-ToJ zone, however, all standards in Article 7. are applicable in the BP-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)	Option Standards		
Allowed Subdivision Options				
Land Division	10,000 sf	(Sec. 7.2.3.)		
Condominium/Townhouse	n/a	(Sec. 7.2.4.)		
2. Residential Subdivision Requirements				
Affordable Housing				
Required Affordable Housing	1 affordable unit per 4 market units			
Schools and Parks Exaction				
Schools exaction				
Parks exaction				
3. Infrastructure				
Transportation Facilities				
Access (E.3.a.)				
Right-of-way for Minor Local Road (min)				
Paved travel way for Minor Local Road (min)				
Required Utilities				
Water				
Sewer				
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

3. Maximum Scale of Use

not applicable

4. Operational Standards**Outside Storage**

(Sec. 6.4.1.)

Refuse and Recycling

(Sec. 6.4.2.)

Trash and recycling enclosure required

>4 DUs and all nonresidential

Noise

(Sec. 6.4.3.)

Max sound level at property line

55 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 MHP-ToJ 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 MHP-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the MHP-ToJ zone, however, all standards in Article 7. are applicable in the MHP-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options

Option	BSA (min)	Lot Size (min)	Density (max)	FAR (max)	Height (max)	Option Standards
Allowed Subdivision Options				subdivision prohibited		
Allowed Development Options						
Mobile Home Park	n/a		see Sec. 7.1.4. for standards	18'		(Sec. 7.1.4.)

2. Residential Subdivision Requirements**Affordable Housing**

(Div. 7.4.)

Required Affordable Housing

1 affordable unit per 4 market units

Schools and Parks Exactions

(Div. 7.5.)

School Exaction

.020 acres per 1- or 2-family unit
.015 acres per multi-family unit

Park Exaction

9 acres per 1,000 resident

3. Infrastructure**Transportation Facilities**

(Div. 7.6.)

Access

required

Right-of-way for a Minor Local Road (min)

60'

Paved travel way for a 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.)
Mobile Home Park				
0 - 4 units			X	n/a
5 - 10 units		X		n/a
> 10 units	X	X		n/a

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the MHP-ToJ zone.

1. **Mobile Homes.** A mobile home shall be located within a mobile home park.
 - a. A new mobile home park shall be developed pursuant to the standards of Sec. 7.1.4.
 - b. Existing Mobile Home Parks. Existing mobile home parks within the MHP-ToJ zone shall be allowed to continue, expand, and redevelop, provided the standards in this Subsection are met.
 - i. **Density.** The number of units in an existing mobile home park in the MHP-ToJ zone shall not be limited.
 - ii. **Area.** Each mobile home within an expansion area or redeveloped park shall have a lot or pad land area that equals or exceeds the average size of a mobile home lot or pad in the existing mobile home park, not including open space areas clearly heretofore undeveloped. Land that typically serves as yard area between mobile homes shall be included in the existing land area per individual mobile homes, unless the area between 2 particular mobile homes is clearly in excess of the average, to the extent that another mobile home could be located there.
 - iii. **Impervious Surface.** The impervious coverage per mobile home lot or pad in the expansion area or redeveloped park shall be equal to or less than the average amount of impervious coverage per mobile home lot or pad in the existing park.
 - iv. **Yards.** Each mobile home within the expansion area or redeveloped park shall have yards that equal or exceed the average yards for the mobile homes in the existing park. Front, side, and rear yards in the expansion area or redeveloped park shall equal or exceed the average front, side, and rear yards respectively.

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the R-ToJ 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 R-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the R-ToJ zone, however, all standards in Article 7 are applicable in the R-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)	Option Standards		
Allowed Subdivision Options				
Land Division	12,000 sf	(Sec. 7.2.3.)		
2. Residential Subdivision Requirements				
Affordable Housing				
Required Affordable Housing				
Schools and Parks Exaction				
Schools exaction				
Parks exaction				
3. Infrastructure				
Transportation Facilities				
Access				
Right-of-way for Minor Local Road (min)				
Paved travel way for Minor Local Road (min)				
Required Utilities				
Water				
Sewer				
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/Town-house				X

4. Nuisance Standards	
Outside Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash and recycling enclosure required	>4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Max sound level at property line	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the P/SP-ToJ 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 P/SP-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the P/SP-ToJ zone, however, all standards in Article 7. are applicable in the P/SP-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options				
Option	Lot Size (min)	Option Standards		
Allowed Subdivision Options				
Land Division	n/a	(Sec. 7.2.3.)		
Condominium/Townhouse	n/a	(Sec. 7.2.4.)		
2. Residential Subdivision Requirements				
Affordable Housing				
Required Affordable Housing	1 affordable unit per 4 market units			
Schools and Parks Exactions				
Schools exaction				
Parks exaction				
3. Infrastructure				
Transportation Facilities				
Access				
Required Utilities				
Water	Connection to public supply required			
Sewer				

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				

3. Maximum Scale of Use

not applicable

4. Nuisance Standards**Outside Storage**

(Sec. 6.4.1.)

Refuse and Recycling

(Sec. 6.4.2.)

Trash and recycling enclosure required

>4 DUs and all nonresidential

Noise

(Sec. 6.4.3.)

Max sound level at property line

65 DBA

Vibration

(Sec. 6.4.4.)

Electrical Disturbances

(Sec. 6.4.5.)

Fire and Explosive Hazards

(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the P-ToJ 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 P-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the P-ToJ zone, however, all standards in Article 7. are applicable in the P-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options

Option	BSA (min)	Lot Size (min)	Density (max)	FAR (max)	Height (max)	Option Standards
Allowed Subdivision Options						
Land Division	n/a	n/a	n/a	determined by physical development	(Sec. 7.2.3.)	
Condominium/Townhouse	n/a	n/a	n/a	determined by physical development		Sec. 7.2.4.

2. Residential Subdivision Requirements**Affordable Housing**

(Div. 7.4.)

Required Affordable Housing

1 affordable unit per 4 market units

Schools and Parks Exactions

(Div. 7.5.)

Schools exaction

0.02 acres per 1- or 2-family unit

0.015 acres per multi-family unit

Parks exaction

3. Infrastructure**Transportation Facilities**

(Div. 7.6.)

Access

required

Required Utilities

(Div. 7.7.)

Water

Connection to public supply required

Sewer

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/Town-house				X

E. Establishment of a New PUD

Establishment of PUD zoning shall be achieved through an application for approval of a PUD development option established in this Division. PUD applications shall be reviewed pursuant to Sec. 8.7.3.

F. Amendment of an Existing PUD or Other Special Project

An amendment to an existing PUD or other special project listed in 1.8.2.C. shall be reviewed and approved pursuant to 8.2.13.D.

G. PUD Option Schedule

The below table establishes the PUD options allowed in each zoning district and references the standards for each option. Any PUD option not specifically established in this Division is prohibited.

PUD Option Schedule: Character Zones														Rural Area Zones
	Complete Neighborhood Zones													
	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a
	No PUD options are allowed in the Town													

PUD Option Schedule: Legacy Zones							
	Complete Neighborhood Zones			Rural Area Zones	Civic Zones		
	TS	UC	BP-ToJ	MHP-ToJ	R-ToJ	P/SP-ToJ	P-ToJ
	No PUD Options are allowed in the Town						

H. List of Approved Planned Unit Development Zones - Town (PUD-ToJ)

The following PUD-ToJ Zones have been approved by the Town. The approved physical development, use, development option, and subdivision standards are hereby adopted by reference into the LDRs and are on file for public review with the Town Clerk and Planning Department. A copy of the approved development plan for each PUD-ToJ is also on file for review with the Town Clerk and Planning Department.

1. Planned Unit Development - Urban Residential (P15-029) (PUD-UR (P15-029))
(135 West Kelly Avenue)
2. Planned Unit Development - Urban Residential (P16-017) (PUD-UR (P16-017))
(1255 West Highway 22)
3. Planned Unit Development - Urban Residential (P16-019) (PUD-UR (P16-019))
(655 Powderhorn Lane)
4. Planned Unit Development - Auto-Urban Residential (P16-061) (PUD-AR (P16-061)) (335 Redmond Street)

5. Planned Unit Development – Urban Residential (P16-079) (PUD-UR-(P16-079))
(60 Rosencrans)
6. Planned Unit Development - Urban Residential (P17-021) (PUD-UR-(P17-021))
(550 W. Broadway)

Div. 6.1. Allowed Uses

6.1.1. Use Schedule (P17-077)

The Use Schedule establishes the principal, accessory, and temporary uses allowed in each zone. The definitions and standards for each use are established in Sec. 6.1.2.-Sec. 6.1.12. and referenced in the table. Additional uses may be allowed in a zone as part of an allowed development option as specified in Div. 7.1. The permit required for each allowed use is designated using the following symbols.

- A. "Y" denotes an allowed use that does not require a use permit. Physical development permits are still required as applicable.
- B. "B" denotes an allowed use that requires a Basic Use Permit to be obtained pursuant to Sec. 8.4.1.
- C. "C" denotes an allowed use that requires a Conditional Use Permit to be obtained pursuant to Sec. 8.4.2. A conditional use is generally compatible with the character of a zone but requires individual review of its configuration, density, and intensity in order to mitigate effects that may be adverse to the desired character of the zone.
- D. "S" denotes an allowed use that requires a Special Use Permit to be obtained pursuant to Sec. 8.4.3. Special uses are inherently incompatible with the character of the zone, but essential to the community; and therefore some provision must be made for their existence and operation. Special uses require specified locations due to common neighborhood opposition. These locations shall be determined by a comprehensive community-wide selection process designed to identify locations that best serve the special use while minimizing the negative impacts and obtrusiveness. Special uses also require individual review of their configuration, density, and intensity in order to mitigate effects that are adverse to the desired character of the zone.

E. **Permit Exemption for Emergency Response**

From time to time, a use may be a necessary part of an emergency response under the Comprehensive Emergency Management Plan, implemented by Teton County Emergency Management. In such instances, the requirement for a use permit shall be waived.

EXAMPLE: A heliport is an aviation use requiring a Conditional Use Permit. Temporary heliports are sometimes established in proximity to a forest fire for purposes of helicopter fire suppression. In the case of an emergency response, the requirement for a CUP is waived.

F. Use Schedule

The use schedule is established in the following tables.

Town Character Zones															Rural Area Zones	Def/ Stds		
USE CATEGORY	Complete Neighborhood Zones																	
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a				
Open Space																<u>6.1.2.</u>		
Agriculture	B	B	B	B	B	B	--	--	--	--	--	--	--	--		<u>6.1.3.B.</u>		
Outdoor Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.3.C.</u>		
Residential																<u>6.1.4.</u>		
Detached Single-Family Unit	Y	Y	Y	Y	Y	Y	Y	Y	--	--	--	--	--	--		<u>6.1.4.B.</u>		
Attached Single-Family Unit	--	--	--	--	--	B	B	B	B	B	B	B	B	B		<u>6.1.4.C.</u>		
Apartment	--	--	--	--	B	B	B	B	B	B	B	B	B	B		<u>6.1.4.D.</u>		
Mobile Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.4.E.</u>		
Dormitory	--	--	--	--	C	C	B	C	C	C	C	B	C	--		<u>6.1.4.F.</u>		
Group Home	C	C	--	--	C	C	B	C	C	C	C	C	C	--		<u>6.1.4.G.</u>		
Lodging																<u>6.1.5.</u>		
Conventional Lodging	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--		<u>6.1.5.B.</u>		
Short-Term Rental Unit	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--		<u>6.1.5.C.</u>		
Commercial																<u>6.1.6.</u>		
Office	--	--	--	--	--	--	--	--	B	B	B	B	B	--		<u>6.1.6.B.</u>		
Retail	--	--	--	--	--	--	--	--	B	B	B	B	B ^z	--		<u>6.1.6.C.</u>		
Service	--	--	--	--	--	--	--	--	B	B	B	B	B ^z	--		<u>6.1.6.D.</u>		
Restaurant/Bar	--	--	--	--	--	--	--	--	B	B	B	B	--	--		<u>6.1.6.E.</u>		
Heavy Retail/Service	--	--	--	--	--	--	--	--	--	--	--	B	--	--		<u>6.1.6.F.</u>		
Mini-Storage Warehouse	--	--	--	--	--	--	--	--	--	--	--	B	--	--		<u>6.1.6.G.</u>		
Nursery	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.6.H.</u>		
Amusement/Recreation																<u>6.1.7.</u>		
Amusement	--	--	--	--	--	--	--	--	B	B	B	B	--	--		<u>6.1.7.B.</u>		
Developed Recreation	--	--	--	--	--	--	--	--	B	B	B	B	--	--		<u>6.1.7.D.</u>		
Outfitter/Tour Operator	--	--	--	--	--	--	--	--	C	B	B	B	--	--		<u>6.1.7.E.</u>		
Adult Entertainment Business	--	--	--	--	--	--	--	--	--	--	--	--	--	--		<u>6.1.7.F.</u>		
Institutional																<u>6.1.8.</u>		

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required ^z = Use subject to zone specific standards

Town Character Zones															Rural Area Zones	Def/Std		
Use Category	Complete Neighborhood Zones																	
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a				
Assembly	C	C	--	--	C	--	C	C	C	C	C	C	C	--	6.1.8.B.	6.1.8.C.		
Daycare/Education	--	--	--	--	--	--	--	--	B	B	B	B	B	--				
Industrial																6.1.9.		
Light Industry	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.9.B.	6.1.9.C.		
Heavy Industry	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Disposal	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.9.D.	6.1.10.		
Transportation/Infrastructure																		
Parking	--	--	--	--	--	--	--	--	C	C	C	C	--	--	6.1.10.B.	6.1.10.C.		
Utility Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	--				
Wireless Communication Facilities																6.1.10.D.		
Minor	B	B	B	B	B	B	B	B	B	B	B	B	B	--				
Major	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Heliport	--	--	--	--	--	--	--	--	--	--	--	C	--	--	6.1.10.E.	6.1.11.		
Accessory Uses																		
Accessory Residential Unit	B	B	B	B	--	B	--	--	B	B	B	B	B	--	6.1.11.B.	6.1.11.C.		
Bed and Breakfast	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Home Occupation	B	B	B	B	B	B	B	B	B	B	B	B	B	--	6.1.11.D.	6.1.11.E.		
Home Business	C	C	C	C	C	C	C	C	--	--	--	--	--	--				
Family Home Daycare	B	B	B	B	B	B	B	B	B	B	B	B	B	--	6.1.11.F.	6.1.11.G.		
Home Daycare Center	C	C	--	--	C	--	C	C	--	--	--	--	--	--				
Drive-In Facility	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.11.H.	6.1.12.		
Temporary Uses																		
Christmas Tree Sales	--	--	--	--	--	--	--	--	Y	Y	Y	Y	--	--	6.1.12.B.	6.1.12.C.		
Real Estate Sales Office	--	--	--	--	--	--	--	--	--	--	--	--	--	--				
Temporary Shelter	B	B	B	B	B	B	B	B	--	--	--	--	--	--	6.1.12.D.	6.1.12.E.		
Farm Stand	--	--	--	--	--	--	--	--	B	B	B	B	--	--				
Temp. Gravel Extraction and Processing	B	B	B	B	B	B	B	B	--	--	--	--	--	--	6.1.12.F.	6.1.12.G.		

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required Z = Use subject to zone specific standards

Town Legacy Zones							
USE CATEGORY	Complete Neighborhood Zones			Rural Area Zones	Civic Zones		Def/ Stds
Specific Use	TS	UC	BP- ToJ	MHP- ToJ	R-ToJ	P/SP- ToJ	P-ToJ
Open Space						<u>6.1.2.</u>	
Agriculture	--	--	--	--	B	Y	Y
Outdoor Recreation	--	--	C	--	C	C	<u>6.1.3.C.</u>
Residential						<u>6.1.4.</u>	
Detached Single-Family Unit	--	Y	--	--	Y	--	<u>6.1.4.B.</u>
Attached Single-Family Unit	--	B ^z	--	--	--	--	<u>6.1.4.C.</u>
Apartment	--	B ^z	--	--	--	--	<u>6.1.4.D.</u>
Mobile Home	--	--	--	B ^z	--	--	<u>6.1.4.E.</u>
Dormitory	--	C	--	--	C	C	<u>6.1.4.F.</u>
Group Home	--	C	--	--	C ^z	C	<u>6.1.4.G.</u>
Lodging						<u>6.1.5.</u>	
Conventional Lodging	C(LO)	B(LO)	--	--	--	--	<u>6.1.5.B.</u>
Short-Term Rental Unit	C(LO)	B(LO)	--	--	--	--	<u>6.1.5.C.</u>
Commercial						<u>6.1.6.</u>	
Office	B	B	--	--	--	C	<u>6.1.6.B.</u>
Retail	B	B	--	--	--	--	<u>6.1.6.C.</u>
Service	B	B	--	--	--	C	<u>6.1.6.D.</u>
Restaurant/Bar	B	B	--	--	--	--	<u>6.1.6.E.</u>
Heavy Retail/Service	--	--	B	--	--	C	<u>6.1.6.F.</u>
Mini-Storage Warehouse	--	--	B	--	--	C	<u>6.1.6.G.</u>
Nursery	--	--	C	--	C	--	<u>6.1.6.H.</u>
Amusement/Recreation						<u>6.1.7.</u>	
Amusement	C	C	--	--	--	--	<u>6.1.7.B.</u>
Developed Recreation	--	B	C	--	--	C	<u>6.1.7.D.</u>
Outfitter/Tour Operator	--	C	C	--	--	--	<u>6.1.7.E.</u>
Adult Entertainment Business	--	--	C	--	--	--	<u>6.1.7.F.</u>
Institutional						<u>6.1.8.</u>	
Assembly	--	C	C	--	C	C	<u>6.1.8.B.</u>
Daycare/Education	--	B	C	--	--	C	<u>6.1.8.C.</u>

Key: Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay
(OF) = Only allowed in Office Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required ^z = Use subject to zone specific standards

Town Legacy Zones							
USE CATEGORY	Complete Neighborhood Zones			Rural Area Zones	Civic Zones		Def/ Stds
Specific Use	TS	UC	BP- ToJ	MHP- ToJ	R-ToJ	P/SP- ToJ	P-ToJ
Industrial						6.1.9.	
Light Industry	--	--	B	--	--	C	--
Heavy Industry	--	--	C	--	--	C	--
Disposal	--	--	C	--	--	C	--
Transportation/Infrastructure						6.1.10.	
Parking	--	--	--	--	--	C	--
Utility Facility	--	C	C	C	C	C	C
Wireless Communication Facilities						6.1.10.D.	
Minor	B	B	B	B	B	B	B
Major	--	--	C	--	--	C	C
Heliport	--	--	C	--	--	C	--
Accessory Uses						6.1.11.	
Accessory Residential Unit	B	B	C	--	B	B	--
Bed and Breakfast	--	B(LO)	--	--	--	--	--
Home Occupation	B	B	B	B	B	B	--
Home Business	--	B	--	--	C	--	--
Family Home Daycare	--	B	B	--	B	--	--
Home Daycare Center	--	B	C	--	--	B	--
Drive-In Facility	--	B	--	--	--	--	--
Temporary Uses						6.1.12.	
Christmas Tree Sales	--	Y	Y	--	Y	Y	Y
Real Estate Sales Office	--	--	B	--	B	--	--
Temporary Shelter	--	B	--	B	B	--	--
Farm Stand	--	B	--	--	B	B	--
Temp. Gravel Extraction and Processing	--	B	B	B	B	B	B

Key: Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay
(OF) = Only allowed in Office Overlay -- = Use not allowed

B = Basic Use Permit required C = Conditional Use Permit required S = Special Use
Permit required Z = Use subject to zone specific standards

Div. 6.2. Parking and Loading Standards

6.2.1. Purpose (P17-077)

This Division establishes parking and loading standards for various uses. The standards are intended to lessen congestion on streets and to ensure an adequate supply of parking and loading spaces within a reasonable distance of development.

6.2.2. Required Parking and Loading (1/4/17, Ord. 1163)

A. Required Parking

The table below establishes the minimum required parking spaces that shall be provided for each use in these LDRs, unless otherwise specified in Subsection C.2 of a specific zone. Where a minimum requirement is not listed in the table it shall be determined by the Planning Director upon finding the proposed use has need for parking. Calculations that reference floor area shall be based on the gross floor area. Calculations that reference employees shall be based on the maximum number of employees normally on duty at any one time.

Required Parking		
Use	Parking Spaces	Queuing Spaces
Open Space Uses		
Agriculture	n/a	
Outdoor recreation	independent calculation	
Residential Uses		
Detached single-family unit	2 per DU	
Attached single-family unit	2 per DU +0.5 per DU if ≥ 3 units served by lot	
Apartment	2 per DU +0.5 per DU if ≥ 3 units served by lot	
Mobile home	2 per DU	
Dormitory	1 per bed	
Group home	0.5 per bed	
Lodging Uses		
Conventional lodging	0.75 per LU + 1 per 150 sf assembly area	
Short-term rental	2 per LU	
Campground	1 per campsite +1 per 7.5 campsites	
Commercial Uses		
Office	3.3 per 1,000 sf	
Retail	4.5 per 1,000 sf	
Service	3 per 1,000 sf	
Restaurant/Bar	1 per 55 sf dining area + 1 per 30 sf bar area	
Heavy retail/Service	2 per 1,000 sf + 3 per repair bay + 1 per wash bay	2 per wash bay
Mini-storage warehouse	1 per 10 storage units + 1 per employee	

Required Parking		
Use	Parking Spaces	Queuing Spaces
Nursery	2 per 1,000 sf + 1 per 4,000 sf outdoor display area + 1 per employee	
Amusement/Recreation Uses		
Amusement	1 per 30 sf seating area or independent calculation	
Developed recreation	4.5 per 1,000 sf	
Outfitter/Tour operator	independent calculation	
Adult Entertainment Business	1 per 30 sf seating area or independent calculation	
Institutional Uses		
Assembly	independent calculation	
Daycare/Education	independent calculation	
Industrial Uses		
Light industry	1 per 1,000 sf + 1 per company vehicle	
Heavy industry	2 per 1,000 sf + 1 per company vehicle	
Disposal	1 per employee	
Infrastructure Uses		
Parking	n/a	
Utility facility	1 per employee + 1 per stored vehicle	
Wireless communication facility	1 per employee + 1 per stored vehicle	
Heliport	7 per daily aircraft movement	
Accessory Uses		
Accessory residential unit	1.25 per DU	
Bed and breakfast	0.75 per LU	
Home occupation	n/a	
Home business	1 per employee	
Family home daycare	1 per employee	1 off-street for pick-up
Home daycare center	1 per employee	2 off-street for pick-up
Drive-in facility	n/a	3 per service lane
Temporary Uses		
Christmas tree sales	1 per 1,000 sf outdoor display area + 1 per employee	
Real estate sales office	3.3 per 1,000 sf	
Temporary shelter	2 per DU	
Farm stand	5 per 1,000 sf display area	
Temporary gravel extraction	1 per employee	

1. **Administrative Adjustment.** The Planning Director may establish a lesser parking requirement pursuant to the procedure of Sec. 8.8.1, based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.

2. **Change of Use.** An applicant for a change of use shall only be required to additionally provide the difference between the parking requirement of the existing use and proposed use, regardless of the actual parking that exists.

B. Shared Parking

If two or more uses occupy a site or structure, the required parking, queuing and loading shall be the additive total for each individual use unless the Planning Director determines uses are compatible for sharing parking based on the following standards.

1. **Residential and Nonresidential Uses.** A percentage of the parking spaces required for nonresidential uses may be considered shared with on-site residential uses in accordance with the table below, and the extent to which:
 - The residential use provides on-site employee housing; and
 - The location and design of the development enhances the shared parking function.

Percentage of Nonresidential Parking Spaces that May Be Shared		
Nonresidential Use	Affordable/Employee Housing or ARU	Other Residential Use
Retail	100%	25%
Office	100%	75%
Restaurant/Bar	100%	20%
Service	100%	25%
All Industrial Uses	100%	75%
Other nonresidential uses	100%	20%

2. **Other Compatible Uses.** Notwithstanding the standard percentages established in the table above, reductions in total parking requirements between and among any uses may be granted in one or more of the following circumstances:
 - When it is intended that patrons frequent more than one use in a single trip (example: lodging and restaurant)
 - When operating hours are substantially different (example: movie theater and office)
 - When peak trip generation characteristics are substantially different (example: lodging and retail)

C. Required Disability Parking

Div. 7.1. Development Option Standards

7.1.1. Development Options Schedule (P17-077)

The table below establishes the development options allowed in each zone. The standards for each development option are established in this Division. The density and intensity requirements for each development option are located in the standards for the zone, found in [Article 2](#)-[Article 4](#). The thresholds for permitting allowed development options are also established by zone.

Town Character Zones - Development Options																
		Complete Neighborhood Zones													Rural Area Zones	
Option	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	Stds	
MHP	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	7.1.3.

Key: P = Development option allowed with appropriate permit -- = Development option prohibited

Town Legacy Zones - Development Options									
Complete Neighborhood Zones				Rural Area Zones		Civic Zones			
Option	BP- TS	MHP- UC	ToJ	R- ToJ	P/SP- ToJ	P- ToJ	Stds		
MHP	--	--	--	P	--	--	--		7.1.3.

Key: P = Development option allowed with appropriate permit -- = Development option prohibited

7.1.2. Planned Residential Development (PRD) (1/1/15, Ord. 1074)

[Section number reserved, standards only apply in County]

7.1.3. [deleted] (P17-077)

[Section number reserved, original Section deleted]

7.1.4. Mobile Home Park (1/1/15, Ord. 1074)

Mobile Home Parks shall meet the following standards. Mobile Home Parks may be proposed in the MHP-ToJ or as an Urban Cluster Development.

A. **Existing Mobile Home Parks in the MHP-ToJ.** Existing mobile home parks within the MHP-ToJ zone shall be allowed to continue, expand, and redevelop, provided the standards in this Subsection are met.

1. **Density.** The number of units in an existing mobile home park in the MHP-ToJ shall not be limited.

Div. 9.3. Abbreviations

9.3.1. Purpose (1/1/15, Ord. 1074)

The purpose of this Division is to provide abbreviations for terms and phrases that are commonly used in these LDRs.

9.3.2. Common Abbreviations (P17-077)

The abbreviations provided below have the following meanings:

ac	Acre
ARU	Accessory Residential Unit (6.1.11.B.)
ASA	Adjusted Site Area (9.4.4.C.)
BSA	Base Site Area (9.4.4.B.)
BUP	Basic Use Permit (8.4.1.)
CUP	Conditional Use Permit (8.4.2.)
du	Dwelling Unit
EA	Environmental Analysis (8.2.2.)
FA	Floor area (9.4.5.)
FAA	Federal Aviation Administration
FAR	Floor Area Ratio (9.4.6.C.)
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
ft	Feet
GSA	Gross Site Area (9.4.4.A.)
HUD	U.S. Department of Urban Housing and Development
LDRs	Land Development Regulations
LO	Lodging Overlay (6.1.5.A.2.)
lu	Lodging unit
LSR	Landscape Surface Ratio (9.4.6.D.)
max	Maximum
min	Minimum
NRO	Natural Resources Overlay (5.2.1.)
SRO	Scenic Resources Overlay
sq. ft. or sf	Square Feet
SUP	Special Use Permit (8.4.3.)
WYDEQ	Wyoming Department of Environmental Quality
WYDOT	Wyoming Department of Transportation

C. Adjusted Site Area

Adjusted site area is used to calculate maximum site development and lot coverage.

Adjusted site area is gross site area minus the following:

1. All land within existing vehicular access easements;
2. All land between levees or banks of rivers and streams; and
3. All land within lakes or ponds, when the sum of the surface area of the ponds and/or lakes exceeds one acre.

D. Minimum Site Area

Minimum site area is the minimum gross site area or minimum base site area, as specified, required to permit a use or development option. On sites in more than one zone, the entire site may be used to meet minimum site area requirements in either zone. On sites with multiple uses or development options, the entire site may be used to meet minimum site area requirements for each use or development option.

9.4.5. Floor Area (1/1/15, Ord. 1074)

Floor area is the area of all floors interior to an enclosed building that have at least 5 feet of clearance between floor and ceiling. Floor area shall be measured to the exterior face of the structural members of the wall. Roofed architectural recesses and open covered porches are not considered interior to the building. A building with at least 50% of its perimeter open to the outside shall not be considered enclosed.

9.4.6. Density/Intensity (P17-077)

The following standards shall apply to the calculation of maximum density, maximum floor area, and minimum landscape surface area.

A. General

1. **Split Zoning.** On sites in multiple zones, calculations shall be based on the base site area, or gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2..](#)), in each zone.
2. **Mixed Use.** On sites with multiple uses, the base site area, or gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2..](#)), shall be prorated to determine the allowed density/intensity each use.

EXAMPLE: On a base site area of 30,000 square feet with an FAR of 0.3 for a single family unit, a 3,000 square foot single family unit would occupy 10,000 square feet of the base site area ($3,000/.3 = 10,000$), leaving 20,000 square feet of base site area left to calculate the remaining maximum floor area for other uses on the property.

B. Maximum Density

Unless stated otherwise for a specific provision of these LDRs, density is calculated by dividing the number of units by the base site area, or gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2.](#)).

EXAMPLE: 3 units on 35 acres of base site area is a density of 0.086 units/acre
(3/35 = .086).

C. Floor Area Ratio (FAR)/Maximum Floor Area

1. The maximum floor area (see Sec. 9.4.5. for definition of Floor Area) allowed on a site shall be the maximum habitable floor area not including basement floor area, as defined in Sec. 9.5.B.
2. The site area used to calculate maximum floor area shall be:
 - a. gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2.](#)), and
 - b. base site area in Legacy Zones ([Div. 2.3.](#) & [Div. 3.3.](#)).
3. Unless otherwise defined in these LDRs, the maximum allowed floor area above grade is calculated by multiplying the allowed FAR by the applicable site area. Inversely, FAR is calculated by dividing the habitable floor area above grade by the applicable site area.

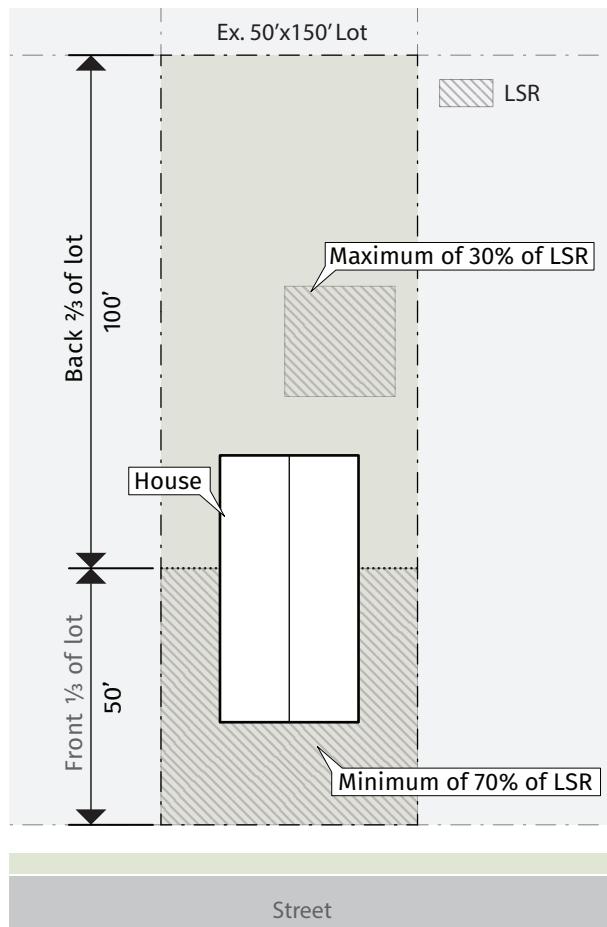
EXAMPLE: On a site area of 24,000 square feet a building with 8,000 square feet of habitable floor area where 2,000 square feet was in the basement would have an FAR of .25 ((8,000-2,000)/24,000 = .25). Alternatively, unless otherwise defined in these LDRs, the maximum allowed floor area is calculated by multiplying the allowed FAR by the base site area (see [Sec. 9.5.E.](#) for definition of Floor Area).

D. Landscape Surface Ratio (LSR)/Minimum Landscape Surface Area

1. The landscape surface ratio (LSR) is calculated by dividing the landscape surface area by the base site area, or gross site area in Character Zones ([Div. 2.2.](#) & [Div. 3.2.](#)).

EXAMPLE: A property that has 6,000 square feet of landscape surface area and a base site area of 24,000 square feet has an LSR of .25 (6,000/24,000 = .25). Unless otherwise defined in these LDRs, the minimum required amount of landscape surface area is calculated by multiplying the required LSR by the base site area (see [Sec. 9.5.L.](#) for definition of Landscape Surface Area).

2. The LSR for Apartments in the NM-2 and NH-1 zones shall be calculated consistent with the graphic below.



E. Lot Coverage

Lot coverage is calculated by dividing the building footprint by the adjusted site area, or gross site area in Character Zones (Div. 2.2. & Div. 3.2.).

EXAMPLE: A single-family unit with a building footprint of 1,500 square feet on an adjusted site area of 7,500 sf would have a lot coverage of .2 ($1,500/7,500 = .2$). Unless otherwise defined in these LDRs, the maximum building footprint is calculated by multiplying the maximum lot coverage by the adjusted site area (see Sec. 9.5.F for definition of Footprint, Building). Sites with residential and nonresidential use shall be exempt from any lot coverage requirement.

F. Minimum Lot Size

Minimum lot size means the required minimum gross site area of a newly created lot of record, including remnant parcels.

| (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.](#)

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.

K (1/1/15, Ord. 1074)

Kitchen. A kitchen is a room or portion of a room devoted to the preparation or cooking of food for a person or a family living independently of any other family, which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A wet bar, consisting of no more than a refrigerator, sink, and microwave, or similar facility that is a homeowner convenience and is not intended to function as the cooking facility for a separate dwelling unit shall not be considered a kitchen facility.

L (P17-077)

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."

Lodging. See Sec. 6.1.5.

Lot Area. Lot area means the gross site area of a lot of record.

Lot Coverage. See 9.4.6.E.

Lot Line, Front. Front lot line means the street lot line unless no street lot line exists in which case it means the lot line across which access is taken.

Lot Line, Rear. Rear lot line means a lot line opposite a street or front lot line. A non-rectangular lot of record or lot of record with multiple street lot lines may not have a rear lot line or may have multiple rear lot lines. See also Sec. 9.4.10. regarding designation of street and rear lot lines.

Lot Line, Side. Side lot line means any lot line other than a street, front, or rear lot line.

Lot Line, Street. Street lot line means a lot line contiguous with a road right-of-way or roadway. See Sec. 9.4.10. for rules for determining street lot line designation.

Lot Line. A line bounding a lot of record which divides one lot of record from another lot of record or from a street.

Lot of Record. Any validly recorded platted lot, parcel, or tract of land for which the deed is on record with the Teton County Clerk, and which complied with all applicable laws, ordinances, and regulations on the date of its creation.

Lot Size, Minimum. See 9.4.6.E.

Lot. An area of land that is shown on a duly approved and recorded subdivision map.

Lumen. Lumen is a measure of light emission. Lumen measurements are commonly indicated on light bulb packaging. Specifically, a lumen is the amount of light emitted per second in a unit solid angle of one steradian from a uniform source of one candela.

Luminaire. Luminaire means a complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

Nonconforming or Nonconformity. See [Div. 1.9.](#)

Nursery. See [6.1.6.H.](#)

O

(P17-077)

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.](#)

Outdoor Recreation. See [6.1.3.C.](#)

Outfitter. See [6.1.7.E.](#)

P

(P17-077)

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.

Person. Person means an individual or group of individuals, corporation, partnership, association, municipality, or state agency.

Top of Bank. The elevation of the top of bank shall be determined by the observed high water mark, or one foot above the maximum discharge elevation of an outlet control structure that controls the water elevation of a body of water.

Tour Operator. See [6.1.7.E.](#)

Tower. Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Townhouse. Townhouse means a single-family unit, including the ground beneath the unit, with a single unit going from ground to roof.

Transparency. See [Sec. 9.4.14.](#)

U (P17-077)

Unlicensed Wireless Services. Unlicensed wireless service means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services.

Unstable Soil. Unstable soil means soil subject to slippage, creep, landslide, avalanche, bedrock slump, talus, rockfall, colluvium, and lacustrine deposits, either at the surface or overlain by other deposits, or subject to other movements as indicated by the Land Stability Maps of Teton County, site specific geotechnical reconnaissance studies, or any other technically competent source.

Use, Accessory. See [6.1.2.B.3.](#)

Use, Conditional. See [6.1.1.C.](#)

Use, Incidental. See [6.1.2.B.2.](#)

Use, Primary. See [6.1.2.B.4.](#)

Use, Principal. See [6.1.2.B.2.](#)

Use, Special. See [6.1.1.D.](#)

Use, Temporary. See [6.1.2.B.5.](#)

Use. See [6.1.2.A.](#)

Utility Facility. See [6.1.10.C.](#)

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 _____, 2018.
PASSED 2ND READING THE _____ DAY OF _____, 2018.
PASSED AND APPROVED THE _____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy 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 _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandy Birdyshaw, Town Clerk

ORDINANCE K

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 1.9.2.B.1, 1.9.2.B.3.a, 1.9.3.B.1, 1.9.3.C, AND 1.9.3.D.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING A NONCONFORMING DETACHED SINGLE-FAMILY HOME, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to amend Sections 1.9.2.B.1, 1.9.2.B.3.a, 1.9.3.B.1, 1.9.3.C, and 1.9.3.D.1 of the Town of Jackson Land Development Regulations to read as follows:

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 shall not be subject to this limitation (e.g., an addition to a house that is nonconforming as to height may be the same height as the existing nonconforming house).

EXAMPLE: An addition must meet all setbacks, floor area limits, and other standards even if a portion of the structure being added to does not meet a setback, except that a Single-Family Unit may be expanded to the same nonconforming setback.

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. **Historic Buildings.** This standard shall not limit expansion 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.
 - c. **Workforce Housing Incentive.** Floor area added using the Deed Restricted Housing Exemption ([Sec. 7.8.3.](#)) or Workforce Housing Floor Area Bonus ([Sec. 7.8.4.](#)) shall not be included in the calculation of expansion.
 - d. **Nonconforming Bulk and Form Standards.** This standard shall not limit expansion of a building that is nonconforming with one or more of the following standards.
 - i. Minimum stories in a street setback
 - ii. Building stepback
 - iii. Pedestrian frontage
 - iv. Building frontage

C. Use, Development Options, and Subdivision

1. A nonconforming physical development shall be used in compliance with these LDRs. Nonconforming use of a nonconforming physical development shall be subject to Sec. 1.9.3.
2. A nonconforming building shall not be subdivided into condominiums or townhomes, unless the subdivision brings the physical development into compliance with these LDRs.
3. A boundary adjustment pursuant to Sec. 8.5.5. of a site that includes nonconforming physical development shall not increase the nonconformity of the physical development.
4. A subdivision or development option on a site with nonconforming physical development shall require all physical development on the site, except existing buildings, comply with these LDRs.

1.9.3. Nonconforming Uses (P17-077)

A. Applicability

A nonconforming use is declared generally incompatible with the character of the zone or overlay in which it is located. This Section shall apply to:

1. A lawfully established use that is not allowed in the zone or overlay;
2. A lawfully established conditional or special use that does not have an approved Conditional Use Permit or Special Use Permit; and
3. A lawfully established use that does not comply with the use standards applicable to the zone or overlay. Use standards applicable to all zones are found in Article 6. Use standards applicable to specific zones are found in Subsection C of the zone-specific sections found in Article 2.-Article 4.

B. Expansion

1. A nonconforming use may only be expanded a cumulative total of 20% in the floor area and site area occupied and/or the daily and annual duration of operation, except that a nonconforming Detached Single-Family use shall not be subject to this limitation.
2. An expansion of a nonconforming use shall not create or increase nonconformity with use-based standards such as parking and employee housing.
3. An expansion of a nonconforming use shall comply with all physical development, development option, and subdivision standards of these LDRs.
4. An expansion of a use that is nonconforming because it does not have an approved CUP or SUP requires approval of a CUP or SUP upon 20% cumulative total expansion in the floor area and site area occupied and/or the daily and annual duration of operation.

C. Change in Use

A nonconforming use, except a Detached Single-Family Unit, may be changed to another nonconforming use provided all 3 of the following standards are met.

1. The new use is a materially less intense nonconforming use. The determination of the level of intensity shall include, but is not limited to, consideration of traffic generated (amounts and type), impacts on access, parking demand, proposed level of activity, operational characteristics, and other potentially adverse impacts on neighboring lands.
2. The new use shall not create or increase nonconformities with use-based standards such as parking and employee housing.
3. The new use shall obtain a Conditional Use Permit pursuant to Sec. 8.4.2.

D. Discontinuance

1. If a nonconforming use is operationally discontinued for a period of more than one year, whether or not the equipment or furniture is removed, the use shall not be reestablished or resumed, and any subsequent use of the site shall conform to these LDRs, except that a nonconforming Detached Single-Family use that is torn down or has structural support willfully removed or replaced shall not be rebuilt.
2. When government action other than those described in 1.9.1.L, a natural disaster, or any other action not considered a willful act of the owner or occupant can be documented as the reason for discontinuance, the nonconforming use may be discontinued for longer than one year provided an application to reconstruct or reestablish the use is submitted to the Planning Director within one year from cessation of the use, and reconstruction or reestablishment is completed within the time period established in the permit approved for the reconstruction or reestablishment.
3. Once a nonconforming principal use is discontinued, all associated accessory uses shall discontinue within 31 days or a sufficient application to permit each accessory use in association with another principal use shall be submitted within 31 days.
4. Time spent maintaining, altering, replacing, or expanding a structure or site devoted to the nonconforming use is not considered a discontinuance of the use, provided:
 - a. All appropriate permits or approvals are obtained;
 - b. The maintenance, alteration, replacement, or expansion is completed within 18 months after commencement; and
 - c. The use is reestablished within 31 days after completion of the maintenance, alteration, replacement, or expansion.

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 _____, 2018.
PASSED 2ND READING THE _____ DAY OF _____, 2018.
PASSED AND APPROVED THE _____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy 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 _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandy Birdyshaw, Town Clerk



TOWN COUNCIL MEETING AGENDA DOCUMENTATION

PREPARATION DATE: May 24, 2018
MEETING DATE: May 29, 2018

SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Tyler Sinclair
PRESENTER: Paul Anthony

SUBJECT: P17-077 – Character Districts 3 - 6 and Town Parking Standards LDR Update

STATEMENT/PURPOSE

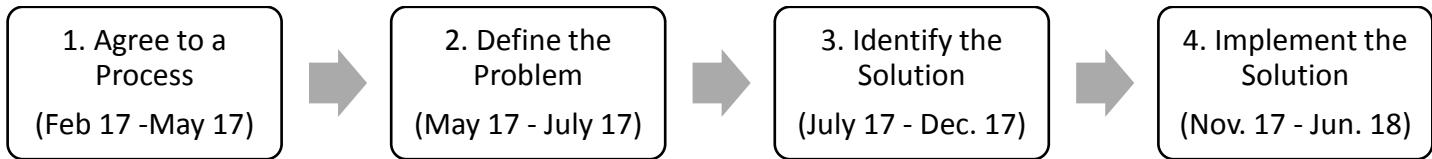
To update and amend the Town of Jackson Land Development Regulations (LDRs) and Official Zoning Map regarding Character Districts 3 – 6 (Districts 3 – 6) and the Town Parking standards. Amendments are proposed primarily to Articles 1, 2, 4, 5, 6, 7, and any associated parts of the LDRs generally applying to the Town’s residential zones and the Highway 89 commercial corridor approximately from High School Road north to the Flat Creek Bridge.

BACKGROUND

In 2012 the Town and County adopted the current Comprehensive Plan, which includes the community’s updated policies and goals for growth and development of the Town and County. While many policies are a continuation of well-supported, previous policies, the new Comprehensive Plan includes a range of new policies and programs to better manage growth, including a formal Growth Management Program with annual monitoring and reporting on specific growth indicators. In addition, the community committed itself to house 65% of the workforce locally and to direct at least 60% of new growth into Complete Neighborhoods (such as Town) and no more than 40% into Rural areas. These two goals form the heart of the Districts 3 – 6 update.

Important too, the Districts 3 - 6 update is occurring concurrently with the Housing Mitigation updates that is considering significant changes to the affordable/employee housing mitigation requirements for new development. These two LDR updates impact each other in critical ways.

The update to the Districts 3 - 6 LDRs is in the final phase of a 4-phase process, branded as Engage 2017: Housing, Parking, and Natural Resources. The purpose of the 4-phase process was to define the problem and identify the solution prior to considering adoption of regulations so that the review of draft LDRs would be the culmination, rather than the initiation, of months of public dialogue. The draft Districts 3- 6 LDRs were released March 16 and are intended to implement the policy direction provided December 11, 2017, which responded to the policy questions identified June 27, 2017.



- Phase 1
 - Feb. 21, 2017: Approval of project purpose, schedule, roles, and responsibilities
 - May 1, 2017: Approval of contract with Code Studio for technical support
- Phase 2
 - The public identified issues at:
 - Community Discussion in Spanish, May 30 (17 participants)
 - Open House, June 1 (about 75 participants)
 - Community Discussion, June 1 (about 75 participants)
 - Online Survey, May 23 – June 5 (220 participants)
 - June 27, 2017: Approval of 10 policy questions to answer through the updates
- Phase 3
 - The public analyzed policy alternatives at:
 - Spanish Community Discussion “Public Comment Event” November 6 (25 attendees)
 - English Community Discussion “Public Comment Event” November 8 (63 attendees)
 - Online alternatives analysis survey open October 20 – November 12 (146 responses)
 - Comments submitted by email September 13 – October 11 (7 comments)
 - December 11, 2017: Direction on the 10 policy questions
- Phase 4
 - March 16, 2018: Release of public review draft
 - March 19, 2018: Presentation of public review draft
 - April 12, 2018: Public open house/workshop to review draft (90 ± participants)
 - April 23, 2018: Modifications Brainstorming Workshop
 - May 4: Release of list of proposed modifications with staff recommendations
 - May 14/15: Planning Commission provided recommendations on draft modifications in public hearings

Next Steps

- May 29: Council hearing on draft (6:00pm, Town Hall)
 - Vote on updated Districts 3- 6 LDRs subject to list of supported modifications
 - Continue to 2:00pm, May 30, Town Hall if needed
 - Continue to 2:00pm, May 31, Town Hall if needed
- June 20: Release of adoption version of Districts 3 – 6 LDR update
- June 25: Council 1st reading/hearing on adoption version (1:00pm, Town Hall)
- July 2: Council 2nd reading/adoption (6:00pm, Town Hall)
- July 16: Council 3rd reading/adoption (6:00pm, Town Hall)

[NOTE: The schedule has been modified such that 1st Reading has been moved from May 29 to June 25 to allow the necessary time to get all ordinances in final form for Council consideration. This change moves back final adoption by 2 weeks, unless an additional special meeting is scheduled.]

Meeting Format

The Planning Director proposes the following meeting format for the Council hearing. The purpose of the proposed format is to organize the discussion and allow the Mayor to participate. The focus of the meeting will be for the Council to provide its recommendation on each of the proposed modifications on the attached list.

Roles

- Facilitator: Tyler Sinclair, Planning Director
- Content Expert: Paul Anthony, Principal Planner

Agenda

1. Staff presentation/questions
 - Tyler will kick-off meeting with introduction of agenda and the meeting format
 - Staff will answer any questions from Council have about the draft or agenda
2. Public comment
 - The Chair will open the floor to public comment
3. Modifications list review
 - Tyler will facilitate discussion of the list of proposed modifications,
 - Paul will begin the process by explaining each of the Key Issues and then move on to the more specific modifications in the list. Staff will explain both the staff recommendation and the PC recommendation for each modification, which are often the same.
 - For each modification, Tyler will ask if there are any who disagree with the Planning Commission recommendation.
 - If no: the Planning Commission will become the Council recommendation and Tyler will move to next modification without discussion.
 - If yes:
 - Paul will present the modification (or modification options if there are multiple modifications proposed for a single topic)
 - Tyler will facilitate a discussion of the proposed modification
 - A straw poll will be taken on the modification.
 - Once each of the modifications on the attached list has been reviewed there will be an opportunity for Council members to add any additional modifications to the list. Such additional modifications will be discussed using the same method except that there will be no staff recommendation.
 - If the entire modification list cannot be reviewed in a single meeting the hearing will be continued to May 30, 2018 at 2:00pm in the Town Hall, and the list will be picked up where the Council left off.
4. Motion
 - Once the Council has made a recommendation on each modification a motion will be made to recommend approval of the housing mitigation requirements update subject to the list of modifications.

STAFF ANALYSIS

Most of staff's analysis of proposed changes to the draft Districts 3 - 6 and Town Parking LDRs is contained in the attached Modifications List and will not be repeated here. The proposed modifications come primarily from public comment at the April 12 Open House, the April 24 Brainstorming Workshop, internal staff review, and the Planning Commission meetings on May 14/15.

It is important to remember that the current draft Districts 3- 6 LDRs are a direct response to implement the policy direction provided by the Council in December, 2017. At that time staff asked the Council 8 policy questions on Districts 3 – 6 and 10 policy questions on Town Parking (attached in one combined document).

The Districts 3- 6 policy questions are listed below for context:

1. What portion of the additional 1,800 dwelling units should be transferred from the Rural areas of the County into Town? [These units would be in addition to what is allowed by current zoning.]
2. What type of residential density is preferred? Where should residential density be located?
3. How should residential buildout potential be calculated and monitored?
4. How much of the additional density should be tied to incentives for workforce and/or deed-restricted housing?
5. Should the amount of commercial development potential in Town be reduced? If so, how?
6. What types of development should be subject to architectural design standards?
7. What type of pedestrian improvements, if any, should be required for new development?
8. Should the Town strive to increase connectivity for all modes of travel by trying to encourage or require that all blocks be more similar in size to those downtown?

The Town Parking Study questions are listed below as well for context:

1. What level of vehicle parking demand are we planning for?
2. What level of bicycle parking demand are we planning for?
3. What is an acceptable distance from a parking space to a destination?
4. Should parking policy vary by season?
5. Who is on-street parking for?
6. What is the public role in providing off-street parking (such as parking garages)?
7. How should Park n' Ride facilities be used?
8. What level of safety are we trying to achieve through parking policies?
9. How should on-street and off-street public parking be funded?
10. How should parking be managed?

As these two LDR updates progressed through the review process, they were combined into one process, resulting in the parking policies being provided on a subarea-by-subarea basis, as provided in the final Policy Direction document from December, 2018.

Below are staff's findings for the proposed LDR text and Zoning Map amendments.

According to Sec. 8.7.1.C Findings, amendments to the text of the Town Land Development Regulations shall be approved for reasons including but not limited to the following:

1. Is consistent with the purposes and organization of the LDRs.

Yes. The proposed text amendments continue a major rezoning effort to update to the LDRs and are consistent with the LDRs' primary purpose which is to implement the Jackson/Teton County Comprehensive Plan adopted in May 2012. In addition, the proposed new Districts 3 - 6 zoning

districts and associated amendments to the LDRs are consistent with the LDRs' goals to improve predictability in LDR implementation and to focus on desired future character as the organizing principle for development in the Town.

2. Improves the consistency of the LDRs with other provisions of the LDRs

Yes. The proposed text amendments will improve consistency of the LDRs by eliminating ten legacy zones that will be deleted if the proposed District 3 - 6 LDRs and eight new District 2 zones are adopted. Furthermore, the new Districts 3- 6 zones will be more consistent in format and content with the recently adopted District 2 zone districts.

3. Provides flexibility for landowners within standards that clearly define desired character

Yes. The proposed text amendment will provide adequate flexibility to landowners to encourage creative solutions to meet development goals while adhering to clear and predictable regulations that prescribe the type, size, aesthetic, and location of development.

4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation

Yes. The adoption of a Jackson/Teton County Comprehensive Plan adopted in May 2012 is a new condition that requires the Town to update the LDR text and zones to be consistent with the new Comprehensive Plan. The proposed text amendments, which provide updated zoning regulations for Character Districts 3 - 6, are a continuation of general rezoning update by the Town to implement the new Comprehensive Plan.

5. Improves implementation of the Comprehensive Plan

District 3: Town Residential Core

The Town Residential Core is comprised of a variety of housing types and forms, including single family, duplex, tri-plex and multifamily occupied primarily by the local workforce. Some of the district's key characteristics are its proximity to the Town Commercial Core (District 2) employment opportunities and Complete Neighborhood amenities, an existing gridded transportation network, and a mix of low to high density residential development. The district is envisioned to contain a variety of residential densities, a variety of residential types (such as single family, duplex, tri-plex and multifamily), and a variety of building sizes in order to maintain and meet our community's Growth Management and workforce housing goals. The consolidation of multiple lots to create larger single family homes is inconsistent with the district's existing and desired character. An important goal within the district will be to reestablish a strong sense of ownership by this district's residents. The existing gridded transportation system, including areas with and without alleys, provides great connectivity for all modes and should be maintained and enhanced whenever possible. Complete street amenities, including continued and expanded START service, are appropriate and should be added at every opportunity in keeping with the existing residential character. These amenities should be developed to link residents to key community features found in the district, including parks, schools, and local convenience commercial. It is also important to recognize Snow King Avenue as a primary transportation corridor that will need to be maintained and improved in order to support regional transportation goals. The district is well-served by a majority of Complete Neighborhood amenities that should be maintained and enhanced in the future. Limited local convenience commercial and mixed use office development is currently found in the district and should continue in the future in order to achieve the Complete Neighborhood and economic sustainability goals of the Plan. The district is in need of redevelopment and reinvestment in order to ensure it is a desirable residential neighborhood with a strong sense of community ownership into the future.

Complies. The proposed text amendments in District 3 are consistent with this vision by providing new rules that will both protect the character of Stable subareas and create incentives for Transitional to redevelop with increased opportunities for workforce housing in particular.

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. The proposed text amendments in District 3 will not only encourage a wide variety of market housing (single-family up to large apartment buildings) but will encourage development of hundreds of deed restricted units in District 3 through the “fill the box” workforce housing incentive.

Policy 4.3.a Preserve and enhance stable subareas.

Complies. The proposed text amendments in District 3 are designed to not increase density the Stable subareas of 3:1 East Jackson, 3.3 Rodeo Grounds Institutional Area, while the higher density and more diverse subarea 3.4 May park Area will see a slight increase in development potential if redevelopment of existing multi-family projects occurs in the future.

Policy 4.3.b Create and develop transitional subareas.

Complies. The proposed text amendments in District 3 will allow for increased development potential in Transitional subarea 3.2 Core Residential for the primary purpose of creating workforce housing where infrastructure, jobs, public transportation, and other services exist to serve the new residents.

Policy 4.4.d Enhance natural features in the built environment.

Not applicable.

Common Value 3: Quality of Life

Policy 5.2.d Encourage deed-restricted rental units.

Complies. The proposed text amendments in District 3 will encourage development of hundreds of deed restricted units in District 3 through the “fill the box” workforce housing incentive. In addition, developers will likely create voluntary deed-restricted housing due to other incentives available in the proposed LDRs, such a reduced LSRs and a streamlined development review process intended to reduce the time and cost to develop larger residential projects.

Policy 5.3.b Preserve existing workforce housing stock.

Complies. Although the proposed text amendments in District 3 are not specifically targeted to preserve existing workforce housing stock, the Districts 3 – 6 amendments as a whole will contribute to this goal by incentivizing a significant increase in the supply of new workforce housing that it will likely reduce the pressure on existing stock and free up that housing for renters and buyers previously shut out of the market.

Policy 7.1.c Increase the capacity for use of alternative transportation needs.

Complies. The proposed text amendments in District 3 will encourage density in areas that are well-served by transit and within walking and bike distance of jobs and services. This should increase the user-base for these alternative modes of travel.

District 4: Midtown

Midtown is one of the most Complete Neighborhoods in the community. It contains many of the service, office and retail establishments that meet Teton County residents' daily needs. It also contains a significant amount of workforce housing in a variety of housing types, including single family, duplex and multifamily structures. Another important characteristic of the district is the "Y", the intersection of the community's two main highways, U.S. 89 and Wyoming 22. Midtown is a highly visible district that is experienced on a daily basis by most residents. Today, the land use pattern is automobile-oriented and made up of large blocks containing low intensity single-use structures (both residential and non-residential) surrounded by significant surface parking, with little connectivity between blocks and lots. It is also the location of a significant amount of existing lodging uses developed prior to the Lodging Overlay that will be allowed to continue in the future. Flat Creek and the Karns Meadow are significant natural features in this district. The future vision is to create a walkable mixed use district with improved connectivity and increased residential population. Key to achieving this vision will be the creation of a concentrated and connected land use pattern. To support this goal, future land uses will continue to include a variety of non-residential uses serving the needs of the local community and a variety of residential types focusing on workforce housing in multifamily and mixed use structures, specifically including deed-restricted rental units. Mixed use, non-residential and multifamily residential buildings should be two to three stories in height and oriented to the street. Four story structures may be considered when adjacent to a natural land form. In the future, a landscape buffer between buildings and the street with well-designed green space and/or hardscape will be important to create an attractive pedestrian environment becoming of a desirable, walkable, mixed use district. Parking areas should be predominantly located behind buildings or screened from view. The creation of complete streets will be critical to increase connectivity between uses and between blocks and lots by all modes of travel. It is also important to recognize Snow King Avenue as a primary transportation corridor that will need to be maintained and improved in order to support regional transportation goals. Despite the intensity of human activity within the district, Midtown contains or is adjacent to prominent natural resource lands such as the Karns Meadow, Flat Creek, East Gros Ventre Butte, High School Butte and the northwestern foot of Snow King Mountain. A key characteristic of this area is the mule deer movement corridor between East Gros Ventre Butte and Karns Meadow, and consequently, the high rate of wildlife vehicle collisions along West Broadway Avenue. The natural resources found in or adjacent to this district should be considered in the course of future planning, with development being located in a way that protects wildlife habitat and facilitates wildlife movement through the district. Future enhancements and redevelopment should seek to incorporate Flat Creek as a recreational and ecological amenity for the entire community. Whether it is enhancing the gateway to Town at the Y intersection, redeveloping under-utilized properties with mixed use structures, improving alternative transportation infrastructure and connectivity, or enhancements to Flat Creek - change in this district is desirable.

Complies: The proposed text amendments in District 4 will are consistent with the above vision by providing new standards that will increase the vitality of the existing highway corridor while also improving both site design and building design. The amendments will also allow for protect sensitive hillsides and provide for significant new opportunities for workforce housing in the form of larger apartment buildings that are appropriately oriented toward the street and increase multi-modal transportation options.

Common Value 1: Ecosystem Stewardship

1.1.c: Design for wildlife permeability

Complies. The proposed text amendments in District 4 will allow for development that can accommodate wildlife movement between East Gros Ventre Butte and Karns Meadow. Specific measures to do so are often generated through the Environmental Analysis process for properties in the Natural Resources Overlay, which will apply to District 4 properties as required by the LDRs.

Common Value 2: Growth Management

4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Complies. The proposed text amendments in District 4 will not only encourage a wide variety of market housing (single-family up to large apartment buildings) but will encourage development of hundreds of deed restricted units along the highway corridor in District 4 through the “fill the box” workforce housing incentive.

4.1.d: Maintain Jackson as the economic center of the region

Complies. The proposed text amendments in District 4 will provide additional FAR for commercial and residential purposes and help incentive the redevelopment of the highway commercial corridor, thus helping to maintain Jackson as the economic center of the region.

4.2.c: Create vibrant walkable mixed use subareas

Complies. The proposed text amendments in District 4 will encourage mixed-used development, including the provision of new sidewalks, in an area of town that is often not conducive to pedestrian travel. The proposed LDRs also try to encourage the creation of additional street and pedestrian connections where they are currently lacking to reduce traffic congestion and increase safe pedestrian options consistent with Policy 4.2.c.

4.3.a: Preserve and enhance stable subareas

Not applicable.

4.3.b: Create and develop transitional subareas

Complies. The proposed text amendments in District 4 will allow for increased development potential in Transitional subareas 4.1 Midtown Highway Corridor, 4.2 Northern Hillside, and 4.3 Central Midtown, for the primary purpose of creating mixed-use projects and workforce housing where infrastructure, jobs, public transportation, and other services exist to serve patrons and new residents.

4.4.b Enhance Jackson gateways

Complies. The proposed text amendments in District 4 will include new zoning for the properties located on Highway 22 and the “Y” intersection which are considered one of Jackson’s three main gateways. The proposed LDRs include site design standards and additional Design Review Committee review that will help improve the visual appearance of buildings in this important gateway consistent with policy 4.4.b.

4.4.d: Enhance natural features in the built environment

Complies. While the proposed text amendments in District 4 do not directly include standards to enhance natural features (this should come from the Natural Resources LDR update currently under consideration), the proposed standards do try to limit additional density on steep slopes (Budge Hillside) consistent with Policy 4.4.d.

Common Value 3: Quality of Life

5.2.d: Encourage deed-restricted rental units

Complies. The proposed text amendments in District 4 will encourage development of hundreds of deed restricted units in District 4 through the “fill the box” workforce housing incentive. In addition, developers will likely create voluntary deed-restricted housing due to other incentives available in the proposed LDRs, such as a reduced LSRs and a streamlined development review process intended to reduce the time and cost to develop larger residential projects.

5.3.b: Preserve existing workforce housing stock

Complies. Although the proposed text amendments in District 4 are not specifically targeted to preserve existing workforce housing stock, the Districts 3 – 6 amendments as a whole will contribute to this goal by incentivizing a significant increase in the supply of new workforce housing that will likely reduce the pressure on existing stock and free up that housing for renters and buyers previously shut out of the market.

6.2.b: Support businesses located in the community because of our lifestyle

Complies. Although the proposed text amendments in District 4 are not specifically targeted to encourage lifestyle-based businesses, the amendments are intended to create a more vital commercial corridor that should increase opportunities for these types of businesses to get a start or expand in Jackson consistent with Policy 6.2.b.

6.2.c: Encourage local entrepreneurial opportunities

Complies. The proposed text amendments in District 4 will encourage local entrepreneurial opportunities by helping to create a more vital commercial corridor that should provide new and improved commercial spaces for all types of businesses to get a start or expand in Jackson consistent with Policy 6.2.c.

7.1.c: Increase the capacity for use of alternative transportation modes

Complies. The proposed text amendments in District 4 will encourage density in areas that are well-served by transit and within walking and bike distance of jobs and services. This should increase the user-base for these alternative modes of travel.

7.2.d: Complete key Transportation Network Projects to improve connectivity

Complies. Although the proposed text amendments in District 4 do not specifically identify new transportation improvements or key connections that will be developed, the amendments do discuss and encourage the new development to provide such connections when feasible and necessary.

7.3.b: Reduce wildlife and natural and scenic resource impacts

Complies. The proposed text amendments in District 4 will reduce impacts on wildlife, natural, and scenic resources by relocating up to 1,800 residential units from the Rural areas of the County into Town which will protect precious wildlife habitat and scenic open space. Increased workforce housing located in Town will also help to reduce wildlife collisions on the highway as the number of commuters is reduced by increased local workforce housing supply.

District 5: West Jackson

West Jackson currently exists as one of the most Complete Neighborhoods within the community, with its most significant characteristic being its wide variety of land uses. This diverse district is highly automobile oriented and contains a variety of non-residential uses, a variety of residential types and sizes, light industrial and the majority of the community's public schools. It also contains a large undeveloped agricultural area south of High School Road, and Flat Creek as a prominent natural feature. The future goal of the district will be to take advantage of the existing variety of land uses and Complete Neighborhood amenities and develop them into a more attractive and well connected district. The continuation of light industrial uses is necessary to support the local economy. The preservation of existing residential areas that provide workforce housing, will be essential in meeting the Growth Management and workforce housing goals of the community. Enhancement of the southern gateway into Town into a mixed use corridor with improved connectivity and visual appearance will also be important. A key challenge of the district will be to address transportation congestion, safety and connectivity issues. Possible solutions may come in many forms, including consideration of an east/west connector south of High School Road and/or the Tribal Trails connector, complete street improvements to collector roads including High School, Middle School, Gregory Lane and South Park Loop and improved alternative mode connectivity throughout the district.

Complies: The proposed text amendments in District 5 will be consistent with the above vision by providing new standards that will increase the vitality of the existing highway corridor while also improving both site design and building design. The amendments will also allow for protect sensitive hillsides and provide for significant new opportunities for workforce housing in the form of larger apartment buildings that are appropriately oriented toward the street and increase multi-modal transportation options.

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. The proposed text amendments in District 5 will not only encourage a wide variety of market housing (single-family up to large apartment buildings) but will encourage development of hundreds of deed restricted units along the highway corridor in District 5 through the “fill the box” workforce housing incentive.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Complies. The proposed text amendments in District 5 will provide additional FAR for commercial and residential purposes and help incentive the redevelopment of the highway commercial corridor, thus helping to maintain Jackson as the economic center of the region.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Complies. The proposed text amendments in District 5 will encourage mixed-used development, including the provision of new sidewalks, in an area of town that is often not conducive to pedestrian travel. The proposed LDRs also try to encourage the creation of additional street and pedestrian connections where they are currently lacking to reduce traffic congestion and increase safe pedestrian options consistent with Policy 4.2.c.

Policy 4.3.a: Preserve and enhance stable subareas

Not Applicable.

Policy 4.3.b: Create and develop transitional subareas

Complies. The proposed text amendments in District 5 will allow for increased development potential in Transitional subareas 5.1 West Jackson Highway Corridor, and 5.3 High School Butte for the primary purpose of creating mixed-use projects and workforce housing where infrastructure, jobs, public transportation, and other services exist to serve patrons and new residents.

Policy 4.4.b Enhance Jackson gateways

Complies. The proposed text amendments in District 5 will include new zoning for the properties located on Highway 89 at the south entrance to Town which are considered one of Jackson's three main gateways. The proposed LDRs include site design standards and additional Design Review Committee review that will help improve the visual appearance of buildings in this important gateway consistent with policy 4.4.b.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Although the proposed text amendments in District 5 are not specifically targeted to preserve existing workforce housing stock, the Districts 3 – 6 amendments as a whole will contribute to this goal by incentivizing a significant increase in the supply of new workforce housing that will likely reduce the pressure on existing stock and free up that housing for renters and buyers previously shut out of the market.

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Complies. Although the proposed text amendments in District 5 are not specifically targeted to encourage lifestyle-based businesses, the amendments are intended to create a more vital commercial corridor that should increase opportunities for these types of businesses to get a start or expand in Jackson consistent with Policy 6.2.b.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Complies. The proposed text amendments in District 5 will encourage local entrepreneurial opportunities by helping to create a more vital commercial corridor that should provide new and improved commercial spaces for all types of businesses to get a start or expand in Jackson consistent with Policy 6.2.c.

Policy 6.2.d: Promote light industry

Complies. The proposed text amendments in District 5 will allow light industrial uses in a broader area along the highway corridor so this will expand opportunities for these types of uses consistent with Policy 6.2.d.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

Complies. The proposed text amendments in District 5 will encourage density in areas that are well-served by transit and within walking and bike distance of jobs and services. This should increase the user-base for these alternative modes of travel.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Complies. Although the proposed text amendments in District 5 do not specifically identify new transportation improvements or key connections that will be developed, the amendments do discuss and encourage the new development to provide such connections when feasible and necessary.

District 6: Town Periphery

The Town Periphery District is located at the edges of Town, acting as the interface between the rural land of the unincorporated County and the National Forest. This district is made up of predominantly low density single family residential development. Located at the periphery of the district is a wildlife presence that is part of the defining character of the district. These areas are close to many of the amenities of a Complete Neighborhood located in other Town districts; however, they are often not within the preferred ¼ to ½ mile walking distance. The existing street network primarily consists of low volume residential streets without any pedestrian or other alternative mode accommodations. In the future, the desired character will remain the same, with low density single family development remaining the principal land use. While further subdivision of this Complete Neighborhood may be necessary to further the Growth Management goals of the plan it should be in keeping with existing character. The establishment of both minimum and maximum lot and house sizes should be developed to preserve the existing character. New buildings should match existing character in size and scale, even when lot combination resulting in a single larger lot would permit construction of a larger home or building. Residents in these areas do not wish to add any significant amenities to become more Complete Neighborhoods. Their close proximity to local convenience commercial, START bus, parks, pathways, and other amenities in adjacent districts is a desirable characteristic and should be maintained. All future development, including improvements to existing properties, should be designed to improve wildlife permeability by providing wildlife friendly fencing, keeping development setback from riparian areas/ wetlands, and implementing other solutions known to increase permeability. The existing street networks will be maintained with limited alternative mode improvements on collector roadways. Pedestrian/bike amenities such as pathways will be added to connect this district to surrounding districts with Complete Neighborhood amenities and to connect our community to adjacent public lands. A challenge in this district will be maintaining its workforce housing demographic in the future. Maintenance of the expansive forested hillsides is also necessary to achieve the goal of preserving its scenic value, which is enjoyed from many areas outside of the district.

Complies. The proposed text amendments in District 6 are consistent with this vision by providing new rules that will protect the character of Stable subareas from increased development that would be incompatible with the wildlife habitat, natural sources, and scenic values in this unique part of Town.

Common Value 1: Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Complies. The proposed text amendments in District 6 will encourage wildlife permeability by decreasing subdivision potential so that wildlife will have fewer physical obstacles and other deterrents (dogs, people, etc.) to moving through this sensitive area.

Policy 1.3.b: Maintain expansive hillside and foreground vistas

Complies. The proposed text amendments in District 6 will limit development on steep hillsides and so will help preserve the views both from and to the hillside areas in District 6, consistent with Policy 1.3.b.

Common Value 2: Growth Management

Policy 4.3.a: Preserve and enhance stable areas

Complies. The proposed text amendments in District 6 will preserve and enhance stable subareas 6.1 Low to Medium Density Neighborhoods and 6.2 Upper Cache by reducing subdivision potential which will essentially preserve the existing residential density and character of this unique periphery area.

Policy 4.4.d: Enhance natural features in the built environment

Complies. The proposed text amendments in District 6 will preserve and enhance natural features in the built environment by reducing subdivision potential which will help protect the steep slopes, riparian areas, and wildlife habitat in District 6.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Although the proposed text amendments in District 6 are not specifically targeted to preserve existing workforce housing stock, the Districts 3 – 6 amendments as a whole will contribute to this goal by incentivizing a significant increase in the supply of new workforce housing that will likely reduce the pressure on existing stock and free up that housing for renters and buyers previously shut out of the market.

6. Is consistent with other adopted Town Ordinances

Yes. The proposed text amendments for the Districts 3 - 6 and Town Parking LDRs are consistent with other adopted Town Ordinances.

According to Sec. 8.7.2.C Findings for Approval, amendments to the Official Zoning Map of the Town of Jackson shall be approved for reasons including but not limited to the following:

1. Is consistent with the purposes and organization of the LDRs

Yes. The proposed amendments to the Official Zoning Map for Districts 3 - 6 are a continuation of the effort to update the zoning map of the LDRs and are consistent with the LDRs' primary purpose which is to implement the Jackson/Teton County Comprehensive Plan adopted in May 2012. In addition, the proposed new Districts 3 - 6 zoning districts are consistent with the LDRs' goals to improve predictability in LDR implementation and to focus on desired future character as the organizing principle for development in the Town.

2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan

Yes. The proposed amendments to the Official Zoning Map for Districts 3 - 6 are a continuation of the effort to update the Official Zoning Map to implement the Jackson/Teton County Comprehensive Plan adopted in May 2012. The proposed zoning map changes will implement the desired future character of Districts 3 - 6 by ensuring that each subarea is carefully considered with new zoning rules to reflect the particular goals of each subarea. In addition, because the zoning map amendments are essentially the locational representation of the text amendments for the new Districts 3 - 6 zones, please see the above responses for Finding #5 for text amendments as a response for this finding.

3. Is necessary to address changing conditions or public necessity

Yes. The adoption of a Jackson/Teton County Comprehensive Plan adopted in May 2012 is a new condition that requires the Town to update its LDRs and Official Zoning Map to be consistent with the new Comprehensive Plan. The proposed Districts 3 - 6 zoning map amendments, which provide updated zoning regulations for the Town residential areas and commercial corridor south of Downtown, is part of the continuing effort to update the LDRs by the Town to implement the new Comprehensive Plan.

4. Is consistent with other adopted Town Ordinances

Yes. The proposed Districts 3 - 6 amendments to the Official Zoning Map are consistent with other adopted Town Ordinances.

PLANNING COMMISSION

As mentioned above, the Planning Commission held public hearings on this item on May 14 and 15. Their recommendations are contained in the attached List of Modifications.

FISCAL IMPACT

Adoption of the proposed Districts 3 – 6 and Parking Study updated LDRs will not significantly change the current level of staff time or resources needed to administer the LDRs, thus minimal fiscal impact to the Town is anticipated.

LEGAL REVIEW

Ongoing. The Town Attorney will continue to review the updates to the Districts 3 – 6 LDRs prior to the Town Council hearings. In particular, draft ordinances will be reviewed prior to first reading on June 25.

ATTACHMENTS

- Proposed Modifications with Staff Recommendations
- Draft redline version of proposed amendments to LDRs for Districts 3 – 6
- Public comment received since April 19, 2018 (prior public comment has been previously provided, contact staff for additional copies).

RECOMMENDATION

The Planning Director recommends Approval of P17-077, the Districts 3 – 6 and Town Parking LDR update, dated March 16, 2018, subject also to the ‘Staff and Planning Commission Recommendations on Proposed Modifications’ dated 5/24/18, and based on the findings made above.

SUGGESTED MOTION

Item A: Text Amendment

I move to **APPROVE** Item P17-077, the Districts 3 - 6 and Town Parking amendments to the text of Town of Jackson Land Development Regulations, dated March 16, 2018, and as presented by Staff, finding pursuant to Section 8.7.1.C, Findings, that P17-077 is 1) Consistent with purposes of LDRs, 2) Improves consistency with other LDRs, 3) Provides flexibility with standards that clearly define desired character, 4) Necessary to meet changes or public necessity, 5) Improves implementation of Comprehensive Plan, and 6) Consistent with other Town Ordinances; subject to the following modifications:

1. Additional modifications identified by the Council on May 29, 2018.

Item B: Zoning Map Amendment

I move to **APPROVE** Item P17-077, the District 3 - 6 and Town Parking amendments to Official Zoning Map, dated March 16, 2018, and as presented by Staff, finding pursuant to Section 8.7.2.C, Findings for Approval, that P17-077 is 1) Consistent with purposes of LDRs, 2) Improves implementation of desired future character, 3) Necessary to meet changes or public necessity, and 4) Consistent with other Town Ordinances; subject to the following modification:

1. Additional modifications identified by the Council on May 29, 2018.

From: [Paul Anthony](#)
To: [Tiffany Stolte](#)
Subject: FW: Draft LDRS
Date: Thursday, June 28, 2018 11:55:38 AM

For the file

From: Destin Peters [mailto:destin@stinkyprints.com]
Sent: Tuesday, June 26, 2018 6:24 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Cc: Paul Anthony <panthony@jacksonwy.gov>; Tyler Sinclair <tsinclair@jacksonwy.gov>
Subject: Draft LDRS

Tyler,

Thanks for your time today - would you mind sending updated draft regs? I was able to watch the meeting today and I believe the intent of staff and council was correct on the desire to retain regs for ARUs in SR/NL-1/2 as they are, but some of the wording and numbers used during the meeting may not have reflected the actual current regs. I'd like to verify how this translated to the LDRs.

Also, please pass along my thanks to staff for consideration to points from us "regular working folks" who may not have the time, money and clout of some of the old timers here in town - but are most likely the ones who will end up having to live with these decisions far into the future.

Thanks,

Destin Peters | Stinky Prints
www.stinkyprints.com
Jackson, Wy | 307.690.0498

ORDINANCE M

AN ORDINANCE ESTABLISHING CHAPTER 9.26 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION; 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.

Chapter 9.26 of the Municipal Code of the Town of Jackson, is hereby created to read as follows:

CHAPTER 9.26 ILLEGAL DISCRIMINATION

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities;
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town;
- C. Discrimination and discriminatory practices based on sexual orientation or gender identity or expression inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town;
- D. Discrimination disturbs or jeopardizes the public health, safety and welfare of the Town;
- E. While the vast majority of employers, housing providers, and places of public accommodation within the Town do not discriminate on the basis of actual or perceived sexual orientation and gender identity or expression, the Town has received public testimony and written complaints reporting instances in discrimination.
- F. Although state and federal laws have been enacted to eliminate discrimination in employment, housing, and public accommodations the Town finds that existing state and federal laws do not adequately address all discriminatory acts reported by the Town's diverse residents, including lesbian, gay, bisexual, and transgender individuals that have not attained equal opportunity in housing, public accommodations, and employment. A barrier to the advancement of lesbian, gay, bisexual, and transgender individuals in their personal and professional lives within the Town is the potential discriminatory practices of employers and providers of public accommodations and housing on the basis of actual or perceived sexual orientation and gender identity or expression, and thus the Town deems it necessary to adopt local regulations adapted to the needs of its citizens.
- G. Discrimination on the basis of actual or perceived sexual orientation and gender identity or expression impacts all citizens who may be lesbian, gay, bisexual, or trans gender, because it limits the ability to fully and freely identify themselves as they seek employment, housing and the services and products provided by public accommodations;

H. Discrimination in employment prevents the gainful employment of Town residents, may create breaches of the peace, add burdens upon the public for relief and welfare, and cause citizens, including youth, to seek employment elsewhere;

I. Discrimination in housing makes it difficult for persons addressed in this article to find housing in close proximity to urban services, educational facilities, in price ranges that are within their earning ability, and may cause citizens to seek housing outside the Town;

J. Discrimination in places of public accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek public accommodations outside the Town.

K. Discrimination must be prohibited in order to protect the health, safety and welfare of the Town and to ensure the basic human rights of members of groups that have historically been subject to discrimination, including the right of such group members to live in peace where they wish;

L. Prohibition of discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town;

M. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate discrimination.

9.26.020 Declaration of policy, purpose and intent.

A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming to be free from discrimination in housing, public accommodations and employment, and for it to be contrary to the policy of the Town and unlawful to discriminate against any person because of sexual orientation or gender identity or expression in places of housing, public accommodation and employment. It is also declared to be unlawful to retaliate against any person for making a complaint or assisting in an investigation or proceeding as set forth in this Chapter.

B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no person shall be denied his or her civil rights or discriminated against based upon his or her actual or perceived sexual orientation or gender identity or expression, as more specifically set out in this Chapter.

C. Consistent with the findings of the Town Council, and incorporating those findings, this Chapter is enacted to exercise, to the fullest extent allowed by Wyoming statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town, and to generally encourage the growth and economic expansion of the Town, and the ability of its residents to fully participate in the cultural, social and economic life of the Town.

9.26.030 Definitions.

As used in this Chapter the following definitions apply:

A. DISCRIMINATION, DISCRIMINATE OR DISCRIMINATORY: Any act, policy or practice that has the effect of unfavorably subjecting any person to different or separate treatment because of his or her actual or perceived sexual orientation, gender identity or expression, or association with a person or group of people so identified, or on the belief that a person has a particular sexual orientation or gender identity or expression, even if that belief is incorrect.

B. EMPLOYER: Any person or entity doing business within the Town of Jackson who employs one (1) or more employees, and any agent of such person or entity including but not limited to local and national property management companies, property managers, rental agents and guest referral companies, for purposes of this Chapter, the term does not include:

1. The United States or any department or agency thereof, a corporation wholly owned by the government of the United States or Indian Tribe;
2. The State of Wyoming or any department or agency thereof, including any political subdivision of the State;
3. a bona fide private membership club (other than a labor organization) which is exempt from taxation under the Internal Revenue Code of 1986; or,
4. a fraternal or religious association or corporation if the association or corporation is neither organized for private profit nor has as its primary purpose the provision of accommodations or services that are available on a non-membership basis.

C. GENDER IDENTITY OR EXPRESSION: An actual or perceived gender related identity, expression, or behavior, regardless of the individual's sex at birth.

D. HOUSING FACILITY OR "HOUSING ACCOMMODATION": A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.

E. PERCEIVED: Refers to the perception of the actor, and not to the perception of the person for or against whom the action is taken.

F. PERSON: A natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any them.

G. PUBLIC ACCOMMODATION: A place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.

Public accommodation does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:

1. It has more than one hundred (100) members, and
2. Provides regular meal service, and
3. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance

of trade or business. For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

H. SEXUAL ORIENTATION: Actual or perceived heterosexuality, bisexuality, or homosexuality.

Section 9.26.040 Employment discrimination prohibited.

A. It is a discriminatory or unfair employment practice and shall be unlawful:

- i. For an employer to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation or the terms, conditions or privileges of employment against a person, otherwise qualified, on the basis of sexual orientation or gender identity or expression; and,
- ii. For a person, an employer, an employment agency, a labor organization, or its employees or members, to discriminate in matters of employment or membership against any person, otherwise qualified, on the basis of sexual orientation or gender identity or expression.

Section 9.26.050 Places of Public Accommodation; Discrimination prohibited.

All persons of good deportment are entitled to the full and equal enjoyment of all public accommodations, including accommodations, advantages, facilities and privileges of all places or agencies which are public in nature, or which invite the patronage of the public, including Town facilities and services, without any distinction, discrimination or restriction on account of sexual orientation or gender identity or expression.

Section 9.26.060 Housing; Discrimination prohibited.

It shall be unlawful for any person, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to discriminate on the account of sexual orientation or gender identity or expression in the sale, lease or rental of any housing facility, or to otherwise discriminate in the terms, conditions, maintenance, improvement, or repair of any housing facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section provided that the owner rents no more than two (2) sleeping rooms within the residence.

Section 9.26.070 Other prohibited acts.

- A. No person shall adopt, enforce or employ any policy or requirement, sign or notice which discriminates or indicates discrimination in providing housing, employment or public accommodations.
- B. No person shall discriminate in the publication or distribution of advertising material, information or solicitation regarding housing, employment or public accommodations.
- C. No agent, broker, labor union, employment agency or any other intermediary shall discriminate in making referrals, listings or providing information with regard to housing, employment or public accommodations.
- D. No person shall conspire with, assist or coerce another person to discriminate in any manner prohibited by this Chapter.

Section 9.26.080 Retaliation.

No person shall coerce, threaten, discharge, expel, blacklist, or otherwise retaliate against another person for opposing any practices prohibited by this Chapter, or making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this Chapter; nor shall any person require, request, conspire with, assist, or coerce another person to coerce, threaten, discharge, expel, blacklist or to retaliate against a person for making a complaint or assisting in an investigation or proceeding.

Section 9.26.090 Discriminatory effects.

No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived sexual orientation or gender identity or expression, for an individual to obtain housing, employment or public accommodations.

Section 9.26.100 Exceptions.

Notwithstanding anything contained in this Chapter, the following practices shall not be violations of this Chapter:

- A. For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to individuals of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to individuals of that denomination.
- B. For the owner of an owner-occupied one-family or two-family dwelling, or a housing facility or public accommodation facility, respectively, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
- C. To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to individuals who are of low income, over 55 years of age or disabled, in circumstances in which such limitations are appropriately designated.
- D. To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment for groups, including, but not limited to, minorities and women, where allowed or required by law.
- E. To refuse to enter a contract with an unemancipated minor.
- F. To refuse to admit to a place of public accommodation serving alcoholic beverages an individual under the legal age for purchasing alcoholic beverages.
- G. To refuse to admit individuals under 18 years of age to a business providing entertainment or selling literature which the operator of said business deems unsuitable for minors.
- H. For an educational institution to limit the use of its facilities to those affiliated with such institution.
- I. To provide discounts on products and services to students, minors and senior citizens.
- J. To discriminate in any arrangement for the sharing of a dwelling unit by an individual who is sharing the unit.

K. Nothing herein shall be construed to prohibit any affirmative action laws passed by any level of government. Preferential treatment of or benefits conferred on any of the classes protected from discrimination under this Chapter are permissible to the extent allowed by law.

Section 9.26.110 First Amendment Rights.

This ordinance fully acknowledges all rights guaranteed by the First Amendment of the United States Constitution.

Section 9.26.120 Violation and Remedy.

A. Procedure for Filing Complaints.

1. Any person who claims to have been injured by an unlawful employment practice, an unlawful housing practice or an unlawful public accommodation practice subject to the Town's jurisdiction under this Chapter may file a complaint with the Town Manager or his/her designee. A complaint must be filed within ninety (90) calendar days after an alleged violation under this Chapter has occurred.

2. A complaint must be in writing, made under oath or affirmation, and contain the following information:

- a. The Complainant's name, address, telephone number and signature;
- b. The date the alleged unlawful employment practice, unlawful housing practice or an unlawful public accommodation practice occurred;
- c. A statement of the facts upon which the allegation of an unlawful employment practice, unlawful housing practice or an unlawful public accommodation practice occurred;
- d. The name of the alleged violator, or facts sufficient to identify such person ("Respondent"); and
- e. Whether a complaint concerning this same matter has been filed with another agency and the disposition of said complaint.

3. Upon receipt of the complaint, the Town Manager or his/her designee shall assign such complaint to a person or entity (the "Investigator") with the requisite knowledge, skills and expertise to further investigate the complaint as herein described. Such assignment will be made at the sole discretion of the Town Manager or his/her designee. In the event said complaint involves persons employed by the Town, the Investigator shall be an independent third party. In addition, any remedy provided herein is cumulative with internal disciplinary policies that may apply.

4. Promptly upon receipt of the complaint from the Town Manager or his/her designee, the Investigator shall:

- a. Provide the Respondent written notice that a complaint alleging the commission of an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice has been filed against him/her;
- b. Furnish a copy of the complaint to the Respondent; and

- c. Advise the Respondent of his/her procedural rights and obligations, including the right to file a written, signed, and verified informal answer to the complaint within fifteen (15) calendar days after service of notice of the complaint.
5. Not later than fifteen (15) calendar days after service of the notice and copy of the complaint, a Respondent may file an answer to the complaint. The answer must be in writing, made under oath or affirmation, and contain the following information:
 - a. The Respondent's name, address, telephone number, and signature of the Respondent or the Respondent's attorney, if any; and
 - b. A concise statement of facts in response to the allegations in the complaint, including facts of any defense or exemption.

B. Investigation.

1. Upon receipt of the complaint, the Investigator shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the Respondent committed an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice.

2. No investigation may commence if, after reviewing the allegations of the complaint, the Investigator determines that the complaint does not come within the scope of this Chapter. Upon determining that a particular complaint does not come within the scope of this Chapter, the Investigator shall dismiss the complaint, notify the Complainant and Respondent and take no further action.

3. In connection with any investigation of a complaint filed under this Chapter, the Investigator shall seek the voluntary cooperation of any person to:

- i. Obtain access to premises, records, documents, individuals, and any other possible source of information;
- ii. Examine, record and copy necessary materials; and
- ii. Take and record testimony or statements of any person reasonably necessary for the furtherance of the investigation.

4. The Investigator may dismiss a complaint during the investigation and prior to referral to the Town Attorney if the Investigator determines that:

- i. The complaint was not filed within the required time period;
- ii. The location of the alleged unlawful employment practice or unlawful housing practice is not within the Town's jurisdiction;
- iii. The alleged unlawful unemployment practice or alleged unlawful housing practice is not a violation of this Chapter;
- iv. The Complainant refuses to cooperate with the Investigator in the investigation of the complaint;
- v. The Complainant cannot be located after the Investigator has performed a reasonable search; or
- vi. A conciliation agreement has been executed by the Complainant and Respondent.

C. Disposition of a Complaint.

1. If, upon completion of an investigation of a complaint, the Investigator determines that an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice has occurred the Investigator shall refer the case to the Town Attorney, who shall determine how best to pursue further action, if any, on the complaint.
2. If the Town Attorney determines that cause exists to find that an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice occurred and the facts are sufficient to warrant the initiation of an action, and the Town Attorney determines that cause exists to pursue a matter in municipal court, then the Town Attorney shall provide written notification to the Respondent and Complainant that an action to enforce this Chapter will be initiated in municipal court.
3. If the Town Attorney determines that no unlawful employment practice, unlawful housing practice or unlawful public accommodation practice occurred or that the facts are insufficient to warrant the initiation of an action in municipal court, the Town Attorney shall provide written notification to the Respondent and Complainant that the complaint will be dismissed.

Section 9.26.130 Violation; Penalties

Any violation of this Chapter shall be an offense punishable by a fine of up to \$750.00 per day per violation.

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 18TH DAY OF JUNE, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

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 _____, 2018.

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

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: July 2nd, 2018

RE: Town Manager's Report

Snow King Mountain Master Plan Amendment Process -

Town staff has been meeting with representatives of the United States Forest Service (USFS), and Snow King Mountain bi-weekly since the conclusion of the Town-led Snow King Community Engagement Process. The purpose of these meetings have been to cooperate and communicate on the upcoming separate public review processes necessary to implement the various elements identified during the Community Engagement Process. The group identified three coordinated, yet separate, next steps in the process. The first, will be review of the improvements and amenities on Federal public land by the public and the USFS. The second, will be review of amendments to the private land at the base of Snow King by the public and the Town. The third, will be negotiation of new leases and agreements between the two entities on shared use of public and private land between the Town and Snow King.

It is anticipated that all three of these processes will formally begin within the next 30 days. The desire of the group is to educate and communicate these three separate processes jointly to provide the public a one-stop-shop for receiving information on when, where, and how to make comment. The identified lead review agency will complete an independent formal review with comment by others. With Council acceptance of the Town Manager's Report, Town staff will continue to work to provide joint information on the upcoming processes, through joint press releases, website messaging, etc. Town staff Tyler Sinclair and Carl Pelletier will be involved in this effort.

Public Works Utility Vehicle -

The Snow King Estates Water Project is in full swing and we are working with both residents and the contractor to make sure we provide the best service possible. Public Works is requesting the purchase of an ATV type vehicle to assist us in providing a shuttle service through the active construction zone. To date, we have asked and assisted residents through the construction zone and have received feedback from residents that they do not feel safe walking through this section. After receiving these comments from residents, staff would like to purchase an ATV vehicle that will seat 6 people and have a small "bed" to carry other items. This vehicle is small enough to allow travel through the active dig zone and through most of the project. Staff considered renting the vehicle, but decided that it makes more sense to purchase this type of vehicle. This vehicle will cost between \$18,000 to \$28,000, depending on what features are chosen. This vehicle will be used next summer as well when we complete the last phase of this project, and then for other projects.

Town Electric Bicycle Program –

Town Staff has been looking into the creation of a Town Electric Bicycle Program, which would provide pedal assisted electric bikes (e-bikes) for Town staff. After investigation of possible uses and locations, staff came up with several locations where this program could be implemented: Town Hall, the Police Department, START Bus, and Public Works. With implementation of this program, staff would provide bikes to these departments for Town use only. Town Hall staff could use them as transportation around town (meetings, getting mail, service, etc.), the Police Department could use them for patrol and special events (basically replacing their normal pedal bikes with e-bikes), START Bus could use them when delivering buses to Public Works for service (currently a vehicle is used), Public Works could use them for general transportation around town, engineering inspections, wastewater treatment plant, downtown service, and meetings. If implemented, staff would research the purchase of up to ten e-bikes, make the purchase, and then distribute to the locations above. Discussion on safety (helmets), security (locks), and parking requirements (bike racks) would be a part of implementation of this program.

Police Department Utility Vehicle -

The Police Department is having issues with their all-electric GEM used for parking enforcement. The issue is that battery systems on this vehicle cannot sustain a charge long enough for adequate enforcement service for our area. The GEM was purchased in 2015 as a kind of experiment to really think outside of the box and provide parking enforcement service with no emissions. With a combination of weight (from additional batteries, cameras, computers, etc.), cold weather in the winters, and long distances to drive, staff has concluded that this vehicle cannot maintain the level of service the PD would like to provide. Public Works has investigated swapping the charger out (to a level 2 charger) and replacing the batteries to lithium ion, but this model year cannot support those changes. The PD would like to purchase another gas-powered ATV, like the other parking enforcement vehicle used, this winter to replace the GEM. The GEM could be given to START Bus as a vehicle used to swap out their drivers on the town shuttle route, or used for special events. The purchase price for a new gas-powered ATV is roughly \$20,000.