



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

**Town of Jackson**

- Public Works/Engineering
- Building
- Title Company
- Town Attorney
- Police

**Joint Town/County**

- Parks and Recreation
- Pathways
- Housing Department

**Teton County**

- Planning Division

- Engineer
- Surveyor- *Nelson*
- Assessor
- Clerk and Recorder
- Road and Levee

**State of Wyoming**

- Teton Conservation
- WYDOT
- TC School District #1
- Game and Fish
- DEQ

**Federal Agencies**

- Army Corp of Engineers

**Utility Providers**

- Qwest
- Lower Valley Energy
- Bresnan Communications

**Special Districts**

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: June 20, 2019

Item #: P19-152

Planner: Tyler Valentine

Phone: 733-0440 ext. 1305

Fax: 734-3563

Email: [tvalentine@jacksonwy.gov](mailto:tvalentine@jacksonwy.gov)

**Owner:**

Teton Landing, LLC  
PO Box 1677  
Jackson, WY 83001

**Applicant:**

Y@ Consultants – Melissa Ruth  
PO Box 2870  
Jackson, WY 83001  
307-733-2999

**REQUESTS:**

The applicant is submitting a request for a Development Plan, specifically for a 7-lot subdivision, for the property located at 115 Nelson Drive

For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.

**Please respond by:** **June 4, 2019 (Sufficiency)**  
**July 11, 2019 (with Comments)**

**RESPONSE:** For Departments not using Trak-it, please send responses via email to:

[tstolte@jacksonwy.gov](mailto:tstolte@jacksonwy.gov)



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

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

**For Office Use Only**

Fees Paid \_\_\_\_\_

Date & Time Received \_\_\_\_\_

Application #s \_\_\_\_\_

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

**PROJECT.**

Name/Description: TETON LANDING SUBDIVISION  
Physical Address: 115 NELSON DRIVE  
Lot, Subdivision: PT NE '14 NE '14 SEC 34, TWP 41, RNG 116 PIDN: 22-41-16-34-1-00-030  
(PARCEL 1)

**PROPERTY OWNER.**

Name: TETON LANDING LLC Phone: (307) 733-220 ext. 7905  
Mailing Address: PO BOX 1477 JACKSON, WY ZIP: 83001  
E-mail: SDARWICHE@HOTEL.JACKSON.COM

**APPLICANT/AGENT.**

Name: 42 CONSULTANTS, LLC Attn: MELISSA RUTH Phone: (307) 733-2999  
Mailing Address: PO BOX 2870 JACKSON, WY ZIP: 83001  
E-mail: MELISSA@42CONSULTANTS.COM

**DESIGNATED PRIMARY CONTACT.**

Property Owner  Applicant/Agent

**TYPE OF APPLICATION. Please check all that apply; review the type of application at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning)**

Use Permit	Physical Development	Interpretations
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input checked="" type="checkbox"/> Development Plan	<input type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use	<input type="checkbox"/> Design Review	<b>Amendments to the LDRs</b>
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	<b>Miscellaneous</b>
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> Environmental Analysis

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

Pre-application Conference #: P18 - 224

Environmental Analysis #: \_\_\_\_\_

Original Permit #: \_\_\_\_\_

Date of Neighborhood Meeting: \_\_\_\_\_

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

Have you attached the following?

**Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

**Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at [www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF](http://www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF).

**Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) under the relevant application type.

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

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

Melissa Ruth

Signature of Property Owner or Authorized Applicant/Agent

MELISSA RUTH

Name Printed

June 19, 2019

Date

PLANNER

Title

## LETTER OF AUTHORIZATION

Teton Landing LLC, "Owner" whose address is: PO Box  
1677 Jackson, WY 83001  
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property  
more specifically legally described as: 115 Nelson Dr., Jackson  
W4 ; PT NE 1/4 NE 1/4 SEC 34, Parcel: 22-41-16-34-1-00-001

**(If too lengthy, attach description)**

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

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

**OWNER:**

(SIGNATURE) (SIGNATURE OF CO-OWNER)

**Title:** Managing Partners

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

STATE OF WYOMING

1

COUNTY OF TETON

15

The foregoing instrument was acknowledged before me by Sadek Darwiche this 25 day of February, 2001.

September, 2008.

WITNESS my hand and official:

(Notary Public)

(Seal)





y2consultants.com  
307 733 2999

# CONSULTANTS

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

## TETON LANDING SUBDIVISION 1<sup>ST</sup> FILING

DEVELOPMENT PLAN LOTS 1-7

**Prepared by:**

Y2 Consultants, LLC  
ATTN: Melissa Ruth  
P.O. Box 2870  
Jackson, WY 83001

**Prepared for:**

Teton Landing, LLC  
ATTN: Sadek Darwiche  
P.O. Box 1677  
Jackson, WY 83001

June 19, 2019

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Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO) .....	3
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# INTRODUCTION

Teton Landing, LLC currently owns two parcels located at 115 Nelson Drive within the Town of Jackson. The subject parcel (Parcel 1) is a one-acre parcel zoned Neighborhood Medium-1 (NM-1). Access to this property is provided via a 30' easement from Nelson Drive along the northern property boundary of the lot immediately east of the subject lot. Parcel 2 is encumbered by Nelson Drive, steep slopes, and partially within the NRO and is therefore not proposed for development with this application.

On March 4<sup>th</sup>, 2019 the Town of Jackson approved an LDR clean-up which included standards for new private roads, requiring a minimum paved road width of 20' and an easement width of 30'. The proposed private road to access each of the lots within the subdivision will meet the new private road standards with a width of 20' and 5' on each side to create a 30' easement.

Seven (7) lots are proposed with this subdivision, all approximately 6,200 sf and in harmony with the neighborhood character (See Appendix A for proposed lot lines). The minimum lot size in this zone is 3,750 sf for single-family lots. However, 3,750 sf lots would not match the surrounding neighborhood character. A neighborhood meeting is not required for this subdivision but was held at the St. Johns Hospital Board Meeting Room on May 13<sup>th</sup> to take public comment and address any concerns of the neighbors and the public regarding density, access, and utilities. The summary of the Neighborhood meeting is attached as Appendix F.

## SUBSECTION B

### ALLOWED SUBDIVISION AND DEVELOPMENT OPTIONS DIVISION 7.2 SUBDIVISION STANDARDS

#### 7.2.2 STANDARDS APPLICABLE TO ALL SUBDIVISIONS

A Subdivision Improvements Agreement (SIA) addressing access, signs/lights, water treatment, water supply, fire control measures, storm drainage, utilities, parking, and landscaping will accompany the Subdivision Plat application. A draft of this document is attached as Appendix G.

#### 7.2.3 LAND DIVISION STANDARDS

This development plan is for a 7-lot residential subdivision and meets all standards of this Section. The minimum lot size in this zone is 3,750 sf. Each of the 7 proposed lots is approximately 6,200 sf, well above the minimum lot size in the NM-1 zone.

#### 7.2.4 CONDOMINIUM AND TOWNHOUSE SUBDIVISIONS

This development plan is not for a townhouse or condominium subdivision.

### DIVISION 7.4 AFFORDABLE HOUSING STANDARDS

Affordable housing fees will be paid upon submission of building permits for each of the 7 lots within the subdivision.

## **DIVISION 7.5 DEVELOPMENT EXACTION STANDARDS**

### **7.5.2 PARK EXACTIONS**

The park exaction fee in lieu calculation is attached as Appendix B.

### **7.5.3 SCHOOL EXACTIONS**

The school exaction fee in lieu calculation is attached as Appendix C.

## **DIVISION 7.6 TRANSPORTATION FACILITY STANDARDS**

### **7.6.2 ACCESS TO ROADS, STREETS, AND HIGHWAYS**

Each lot will access Nelson Drive via a 20' private road with a 30' easement across the northern portion of the lot. The private road will connect to Nelson Drive, classified as a local street, which has the capacity to handle the vehicle use of 7 additional single-family residences. The Town of Jackson adopted standards for private roads on March 4<sup>th</sup>, 2019, finding that most new private roads in Town will be short low traffic roads constructed solely to service residential subdivisions like Daisy Bush and the proposed subdivision. These new standards require a 20' paved roadway with a 30' easement. The proposed private road meets these minimum standards.

### **7.6.3 STREETS, ALLEYS, AND EASEMENTS**

A 20' paved drive aisle with a 30' easement will be provided to access each lot. This subdivision does not affect any alleys.

## **FINDINGS**

### **IS CONSISTENT WITH THE DESIRED FUTURE CHARACTER DESCRIBED FOR THE SITE IN THE JACKSON/TETON COUNTY COMPREHENSIVE PLAN**

**Complies.** The Teton County GIS locates the property within two Comprehensive Plan sub areas, Sub Area 6.1- Low to Medium Density Neighborhoods and Sub Area 3.4- May Park. The 7-lot development is closer to properties designated within Sub Area 6.1- Low to Medium Density Neighborhoods and is more in character with the surrounding neighborhood. While May Park is in proximity to the subject lot, the zoning does not allow for the same level of high-density multi-family development. The 7-lot development will result in 0.14-acre lots in character with the neighboring lots of approximately 0.2-acres. Additionally, the access drive will match surrounding residential roads and cul-de-sacs. Sub Area 6.1 is defined by "platted single-family homes with some pockets of multifamily development which should be maintained...Consideration of clustered/multifamily development to preserve large portions of open space and/or wildlife habitat/movement corridors will also remain an option." The proposed 7 lots will maintain existing wildlife permeability between the Elk Refuge and the adjacent United States Forest Service (USFS) lands. The medium density development will encourage wildlife to move through the residential area and into the adjacent public lands. The development setbacks in this zone combined with the density of this proposal allow movement corridors for wildlife and encourage movement through the residential neighborhood.

No physical development is proposed with this application. However, upon building applications, the applicant shall meet the goals and objectives outlined in the Comprehensive Plan and Town LDRs.

## ACHIEVES THE STANDARDS AND OBJECTIVE OF THE NATURAL RESOURCE OVERLAY (NRO) AND SCENIC RESOURCES OVERLAY (SRO)

**Not applicable.** The proposed subdivision only affects PIDN: 22-41-16-34-1-00-030 Parcel 1, which is not within the NRO and does not affect existing natural resources due to property-wide disturbance. PIDN: 22-41-16-34-1-00-030 Parcel 2 is partially within the NRO but is not proposed for development at this time due to the easement for Nelson Drive. Parcel 2 is also encumbered by steep slopes and is within the USFS boundary. The lot is not within the Scenic Resource Overlay.

## DOES NOT HAVE A SIGNIFICANT IMPACT ON PUBLIC FACILITIES AND SERVICES, INCLUDING TRANSPORTATION, POTABLE WATER AND WASTEWATER FACILITIES, PARKS, SCHOOLS, POLICE, FIRE AND EMS FACILITIES

**Complies.** A park exaction fee of \$18,900 and school exaction fee of \$14,000 will be paid as to mitigate the impact of the development on schools and parks. Water and sewer will be accessed via the public sanitary sewer and water lines located in Nelson Drive. Refer to Appendix D for locations of utility connections.

Per conversations with Kathy Clay, all structures will be required to be fire sprinkled, via recordation of Covenants, Conditions, and Restrictions, to mitigate the need for a hammerhead turnaround for fire access. See Appendix E for the record of conversation.

## COMPLIES WITH THE TOWN OF JACKSON DESIGN GUIDELINES, IF APPLICABLE

**Not Applicable.** The proposed subdivision does not include physical development and, therefore, does not apply to TOJ Design Guidelines.

## COMPLIES WITH ALL RELEVANT STANDARDS OF THESE LDRS AND OTHER TOWN ORDINANCES

**Complies.** The proposed subdivision complies with relevant standards, outlined in the NM-1 zone. The proposed subdivision lot sizes are in conformance with the NM-1 zone standards. Please see Appendix A, Proposed Lot Lines, for subdivision lot sizes and configuration.

## IS IN SUBSTANTIAL CONFORMANCE WITH ALL STANDARDS OR CONDITIONS OF ANY PRIOR APPLICABLE PERMITS OR APPROVALS

**Complies.** The applicant is unaware of any prior permits or approvals that conflict with this project.

# APPENDIX A: PROPOSED LOT LINES



## APPENDIX B: PARKS EXACTION CALCULATION

## APPENDIX B

**TOWN OF JACKSON  
LAND DEVELOPMENT REGULATIONS  
DIVISION 7.5.2 - PARK EXACCTIONS**  
DATE: 4/26/19

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660**

1. PROJECT NAME: TETON LANDING SUBDIVISION
2. LOCATION: 115 NELSON DRIVE
3. PROJECT NUMBER: P18-224
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	<u>7</u>		3.00	<u>21</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL	_____			_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{\text{TOTAL PROJECTED POPULATION}}{\underline{21}} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.189}{\underline{0.189}} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{\text{REQUIRED ACRES}}{\underline{0.189}} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \frac{\$18,900}{\underline{\$18,900}} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

## APPENDIX C: SCHOOLS EXACTION CALCULATION

## APPENDIX C

**TOWN OF JACKSON  
LAND DEVELOPMENT REGULATIONS  
DIVISION 7.5.3 - SCHOOL EXACTIONS**  
DATE: 4/26/19

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770**

1. PROJECT NAME: TETON LANDINGS SUBDIVISION
2. LOCATION: 115 NELSON DRIVE
3. PROJECT NUMBER: P18-224
4. CALCULATE REQUIRED DEDICATION OF LAND:

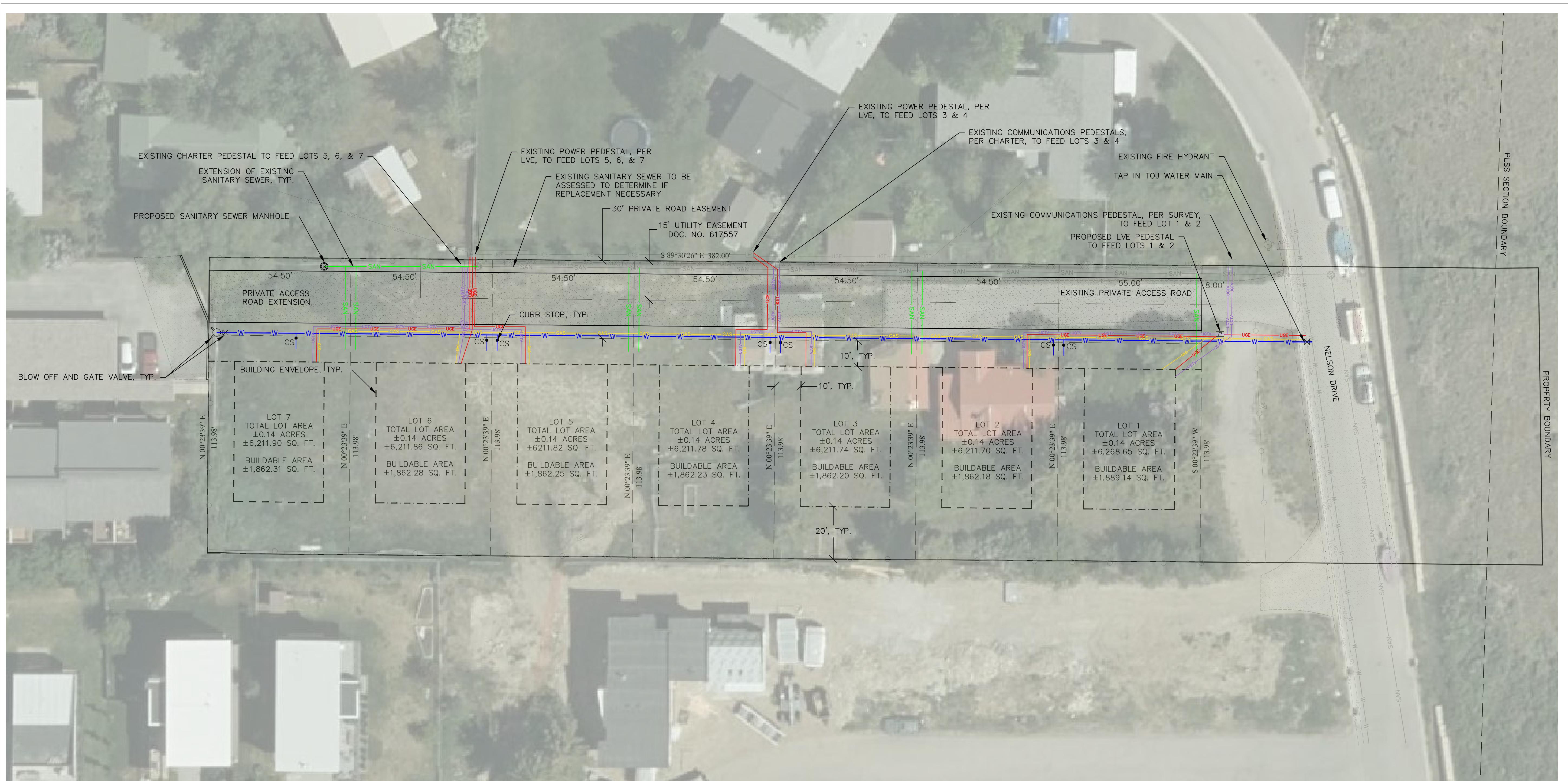
LAND DEDICATION REQUIREMENT	X	<u># OF UNITS</u>	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>7</u>		<u>0.14</u>
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

$$\underline{0.14} \text{ LAND DEDICATION STANDARD} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \$ \underline{14,000} \text{ CASH-IN-LIEU}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

## APPENDIX D: UTILITY CONNECTIONS PLAN



NOTES:

NOTE:

- 1) "PER SURVEY" INDICATES LOCATION BY GROUND SURVEY.
- 2) "PER CHARTER" INDICATES APPROXIMATE LOCATION FROM AERIAL PROVIDED BY CHARTER COMMUNICATIONS.
- 3) "PER LVE" INDICATES APPROXIMATE LOCATION FROM AERIAL PROVIDED BY LOWER VALLEY ENERGY.
- 4) UTILITY LOCATIONS SHOWN FOR ILLUSTRATIVE PURPOSES AND DO NOT REFLECT HOW THEY WILL BE INSTALLED
- 5) MULTIPLE UTILITIES SHALL SHARE TRENCHES WHERE APPLICABLE.

20' 40'

GEND

## **GEND**

— — — — — — —	LOT BOUNDARY
— — — — — — —	SETBACK
— — — — — — —	BUILDING ENVELOPE
— — — — — — —	(E) EDGE OF PAVEMENT
— — — — — — —	(P) EDGE OF PAVEMENT
○ — ○ — ○ — ○ —	(E) CHAINLINK FENCE
— — — — — — —	(E) BUCKRAIL FENCE
W — W — W — W —	(E) WATER MAIN
W — W — W — W —	(P) WATER MAIN
W — W — W — W —	(P) WATER SERVICE
— — SAN — — SAN — —	(E) SEWER MAIN
— — SAN — — SAN — —	(P) SEWER MAIN
— — SAN — — SAN — —	(E) SEWER SERVICE
— — SAN — — SAN — —	(P) SEWER SERVICE
— — GAS — — GAS — — GAS — —	(P) GAS STUB
— — GAS — — GAS — —	(P) GAS LINE
— — UGTV — — UGTV — —	(E) CABLE TV LINE
— — UGTV — — UGTV — —	(P) CABLE TV LINE
— — UGE — — UGE — —	(E) UNDERGROUND ELECTRICAL LINE
— — UGE — — UGE — —	(P) UNDERGROUND ELECTRICAL LINE

## TETON LANDING SUBDIVISION - APPENDIX D

# SADEK DARWICHE

SADEK DARW  
1115 NELSON DRIVE

DATE

06/19/2013

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

---

**www.s.com**  
**999**

C1

# **APPENDIX E: APPROVAL OF RESIDENTIAL SPRINKLERS IN LIEU OF A HAMMERHEAD TURNAROUND**

## **Melissa Ruth**

---

**From:** Sadek Darwiche <sdarwiche@hoteljackson.com>  
**Sent:** Thursday, April 18, 2019 8:56 AM  
**To:** Melissa Ruth  
**Subject:** FW: Follow Up: Sprinklered Subdivisions

See below. Looks positive!

**Sadek Darwiche**  
General Manager  
Hotel Jackson

---

**From:** Kathy Clay <kclay@tetoncountywy.gov>  
**Date:** Thursday, April 18, 2019 at 8:51 AM  
**To:** Sadek Darwiche <sdarwiche@hoteljackson.com>  
**Subject:** RE: Follow Up: Sprinklered Subdivisions

Good Morning Sadek: Let's focus on getting you less pavement, removing the turnaround, doing the right thing – adding fire sprinklers! A NFPA 13R system – which is not the most restrictive system – would be perfect. This system requires less flow and concealed spaces do not require protection. I would allow a NFPA 13R system using the most current edition of the standard.

The 5000 square feet isn't part of the conversation.

As AHJ, I would waive fire department access rules in lieu of adding NFPA 13R systems to all structures in the development.

It's a win, win!! I hope you will consider.

Kathy Clay  
Battalion Chief Fire Marshal  
Jackson Hole Fire/EMS  
Desk 307-732-8506  
[kclay@tetoncountywy.gov](mailto:kclay@tetoncountywy.gov)  
[www.jhfire-ems.org](http://www.jhfire-ems.org)  
[FACEBOOK](#)



*"Ancora Imparo"*

**From:** Sadek Darwiche [mailto:[sdarwiche@hoteljackson.com](mailto:sdarwiche@hoteljackson.com)]  
**Sent:** Wednesday, April 17, 2019 5:42 PM  
**To:** Kathy Clay <[kclay@tetoncountywy.gov](mailto:kclay@tetoncountywy.gov)>  
**Subject:** Follow Up: Sprinklered Subdivisions

[NOTICE: This message originated outside of the Teton County's mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hello Kathy,

It was a pleasure bumping into you last week at the Town Hall. I wanted to follow up on our conversation regarding sprinklered subdivisions. I've attached the potential plat map without the fire turn around to make sure that the potential conditions we're presenting would likely conform to eliminating a turn around.

Additionally, when requiring these new structures to have a sprinkler system, is there a specific type of system these residential homes would need to have or simply a residential system installed in those homes of 5,000 square feet or larger.

I appreciate your insight and feedback on this and hope the solution we discuss with the sprinklers will work for our purposes.

All the best,

**Sadek Darwiche**  
General Manager  
Hotel Jackson

Correspondence, including e-mail, to and from employees of Teton County, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

## APPENDIX F: NEIGHBORHOOD MEETING MATERIALS



y2consultants.com  
307 733 2999

# CONSULTANTS

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

## NEIGHBORHOOD MEETING SUMMARY

### TETON LANDING SUBDIVISION (115 NELSON DRIVE)

Date: 13 May 2019, 6:00 PM to 7:30 PM

Location: St. Johns Hospital Board Meeting Room

Applicant: Teton Landing, LLC Sadek Darwiche

Agent: Y2 Consultants, LLC Melissa Ruth

The St. Johns Board Meeting room in the second floor of the Hospital was fully occupied by interested neighbors.

A 24x36" exhibit depicting the proposed subdivision was laid out on the board room table for viewing.

An attendance sheet was provided, and attendees were asked to sign in. A copy is attached. Estimation of Attendees: 20-25 people

A brief outline of the proposal and zoning for the lot was available for attendees to have. A copy is attached. A short presentation was made at 6:05PM with a Q & A session following for approximately 0.5 hours.

Sadek Darwiche and Melissa Ruth made the presentation. Sadek and Melissa responded to questions and comments. The meeting took on more of a forum discussion after the brief presentation, where comments and questions were inter-mixed and neighbors responded and added upon previous comments and questions.

Questions and Comments included:

- What is the maximum number of lots or units?
  - We are proposing 7 lots. Each with the ability to have a single-family home and an ARU not to exceed 2,484 sf habitable space, or 2,795 with an ARU. Not everyone will choose to have an ARU
  - Minimum lot size is 3,750 sf, meaning 11 lots, each with a single-family home and ARU is possible.
- Who owns the road?
  - The road will be a private road
- Plan for the land next to Nelson Drive? Sidewalk?
  - We anticipate landscaping and some greenspace. Additional snow storage is also anticipated.
- Will there be an HOA?
  - Yes
- What is the traffic flow, pedestrian flow? Is there a plan for Nelson Drive?
  - There is a 5-foot setback from the north lot line to the road for snow storage

- There is a 10 setback from the edge of the road to the building envelope that could enable a sidewalk/snow storage
  - Overall: low impact due to number of lot.
- Do you need an alley to have an ARU?
  - ARUs on lots of this size do not require an alley, but they are limited in size. Only two units are allowed per lot, one main house and an ARU.
- Are ARUs limited in size?
  - Yes, square footage is limited by the overall floor area allowed. An individual ARU if attached to the main house is limited to 800 sf, detached are limited to 500 sf.
- Are you planning on developing the lots and selling or selling them undeveloped?
  - Undecided at this time. We may develop some, develop none, or develop all. CC&Rs will be in place to provide guidance for development if we do not develop them ourselves.
- Have you submitted the application? When are the public hearings?
  - We plan to submit in the next few weeks. The public hearings will be scheduled sometime this summer, depending on staff review. We can inform, if you leave your email on the sign in sheet.
- When will you start construction?
  - Depends on the timeline of the planning process. Ideally infrastructure will be put in this fall.
- Will the lots utilize Nelson Drive?
  - Yes. The neighbors to the west were not interested in a road connecting to Rancher St.
- Have you spoke with Habitat for Humanity regarding construction of the units?
  - We haven't spoken with Habitat, but it is unlikely.
- Are these town size lots?
  - These are slightly smaller than town lots. Standard town lot is 7,500 sf. These are about 6,200 sf
- What is the maximum of height of the homes?
  - 26-34 feet for roof height
- What is the maximum density allowed per lot in this zone?
  - 4 units allowed per 7,500 sf lot. Lots less than 7,500 sf are limited to two units
- Could you have two roads on this lot to provide two street frontages?
  - Not on this lot. The lot is not wide enough to provide two roads and sufficient building envelopes.
- Could lots be further subdivided?
  - No
- Would ARUs count towards maximum square footage?
  - Yes
- I'd like to see less traffic on Rancher St.
  - This subdivision will not empty on to Ranchers St. Most of the traffic observed is leaving east Jackson towards town.
- What has the town response been so far?
  - The Town would like more units. We don't want to build to the maximum, we want to keep in character with the neighborhood.
- Are you asking for any variances?
  - No.
- Several people stated they were happy to see less density proposed and were excited to see additional families and children in the area.

# **SIGN IN SHEET**

Betsy Campbell  
Emily Fignashaw  
Deborah Haisinger  
Carl Detwyler cdetwyler@gmail.com  
Carolyn Dailey  
Dexy Halsey dayhalsey@hotmail.com  
Burton Johnson  
DALE SIMPSON - DALE SIMPSON 67@gmail.com  
JEREMY MINOR - WINDRIVERHIKER@gmail.com  
Judd Grossman - jg@juddgrossman.com  
Amy Golightly  
Jeff Golightly jeffgolightly1@gmail.com  
GREG MILES studio650@gmail.com  
CARMEN MARTIN carmenmartin330@gmail.com

# **HANDOUT AVAILABLE TO ATTENDEES**



y2consultants.com  
307 733 2999

# CONSULTANTS

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

## Neighborhood Meeting Summary

### Teton Landing Subdivision (115 Nelson Drive)

DATE: 13 May 2019, 6:00 PM to 7:30 PM

Location: St. Johns Hospital Board Meeting Room

Applicant: Teton Landing, LLC- Sadek Darwiche

Agent: Y2 Consultants, LLC Melissa Ruth

## INTRO TO ZONING/ RECENT TOWN REZONING

In July of 2018, the Town of Jackson adopted new and updated zoning regulations for the residential and part of the commercial areas in town. The zoning on this lot, 115 Nelson Drive, was discussed in depth. The original zoning proposed by Town planning staff, was higher than the existing zoning. Many residents voiced concerns about the potential density that could exist on the lot and the ability of Nelson Drive to absorb the increased density. The staff brought back a map with a two-zone reduction to the current zone, Neighborhood Medium-1 (NM-1), because it better matches the surrounding density and neighborhood character.

## NEIGHBORING EXISTING DENSITY AND ROADS

Nearby lots within this zone range from 0.07 acres to 0.20 acres in size and most have one primary residence and a few have accessory residential units (ARUs).

The proposed subdivision of this lot would result in 0.14 acre lots (6,200 sf) allowing two detached single-family units per lot with a maximum of 8,000 sf of habitable space each. Each lot is allowed one single family residence and one ARU. The minimum lot size in this zone is 3,750 sf but we felt that lots of that size would not fit the neighborhood.

## PROPOSAL

Seven (7) lot subdivision with 0.14-acre (6,200 sf) lots. Minimum lot size in this area is 3,750.

20' private drive aisle with a 30' easement for access.

Single family lots

Single family residence with ability for one ARU (required to be fire sprinklered)

## Q&A (ANTICIPATED)

- What is the time frame of this proposed amendment?
  - The proposal will be submitted within two (2) weeks.
  - A two (2) sufficiency review period is allowed for Town of Jackson Planning Dept.
  - Planning Commission (PC) Hearing scheduled – up to 90 days.
  - Town Council Hearing scheduled – 30 to 60 days after PC Hearing.

- Submit final Map for Town Council Review. We are anticipating a six (6) month process to record the final plat.
- What is the maximum number of lots or units?
  - We are proposing 7 lots. Each with the ability to have a single-family home and an ARU not to exceed 8,000 sf habitable space between the two.
  - Minimum lot size is 3,750 sf, meaning 11 lots, each with a single-family home and ARU.

# **APPENDIX G: DRAFT SUBDIVISION IMPROVEMENTS AGREEMENT**

## SUBDIVISION IMPROVEMENTS AGREEMENT

**THIS SUBDIVISION IMPROVEMENTS AGREEMENT** ("Agreement") is made by and between Teton Landing LLC, a Wyoming limited liability company ("Subdivider"), with a mailing address of P.O. Box 1677, Jackson, Wyoming 83001 and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming ("Town"), with a mailing address of P.O. Box 1687, Jackson, Wyoming 83001. This Agreement is effective as of the date of recordation in the Teton County Clerk's Office of Land Records ("Effective Date").

### RECITALS

**WHEREAS**, Subdivider submitted a Final Development Plan (DEV2019-\_\_\_\_\_) for a 7-Lot Subdivision, known as Teton Landing Subdivision ("Subdivision"), which was approved by Town Council on \_\_\_\_\_, 2019 subject to execution of this Agreement and submission of a Final Plat; and

**WHEREAS**, Subdivider is required to construct certain improvements (the "Improvements") as a condition of approval of the Final Plat and associated Development Plan; and

**WHEREAS**, the Town of Jackson's Land Development Regulations ("LDRs") require that a subdivision improvements agreement for public and private improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk; and

**WHEREAS**, the Town Council approves of the terms and conditions of this Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the above recitals, which are incorporated herein by reference, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider, its heirs, successors and assigns, and the Town do mutually covenant and agree as follows:

#### 1. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The Subdivider's approved subdivision infrastructure improvement plans and specifications, and any amendments thereto, shall be maintained on file in the office of the Town Engineer and be made available for public inspection. All work required to be performed by Subdivider under this Agreement shall be in accordance with the approved improvement plans and specifications, and any amendments thereto. Construction of required public or private improvements pursuant to this Agreement shall not commence until DEV2019-\_\_\_\_ and all subdivision infrastructure improvement plans and specifications have been approved by the Town.

Prior to the commencement of construction, the Subdivider or his engineer shall schedule a preconstruction meeting with Town Engineering and Town staff to review the program for the

construction work.

**2. REQUIRED SUBDIVISION IMPROVEMENTS; ESTIMATED COSTS OF THE SAME; REQUIRED SECURITY**

Unless otherwise provided in this Agreement, Subdivider is required to engineer, design, construct and install, at its own expense, all improvements contained in **Exhibit A** to this Agreement (collectively, the "Improvements"), which exhibit is incorporated herein by reference. **Exhibit A** also contains the anticipated cost of the Improvements, which costs have been estimated by a professional engineer licensed in the State of Wyoming and approved by the Town Engineer. Prior to recording the Final Plat with the Clerk's Office of Land Records, Subdivider shall deposit with the Town an irrevocable letter of credit, performance and payment bond, funds in escrow, or other equivalent security or commitment approved by the Town Council (each referred to herein as "Security") in the amount of 125% of the total costs of the Improvements.

**3. UTILITIES**

Unless otherwise approved by the Town, utilities shall be installed as required by the LDRs.

Subdivider, either personally or through its agents, has directly consulted with the public utility companies providing services and facilities to the Subdivision. Subdivider has been informed as to the approximate cost for the provision and installation of said facilities and services and has considered these costs in the preparation of its subdivision improvement plans.

**4. EXACTIONS:**

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the recording the Final Plat with the Clerk's Office of Land REcords:

Parks Exactions:	\$ 18,900
School Exaction:	\$ 14,000
Affordable/Employee:	\$ N/A

**5. TIME FOR COMPLETION**

Unless otherwise extended or approved by the Town, Subdivider shall complete all Improvements within 1 year following the recordation of the Final Plat. The time for completing the Improvements may be extended upon approval by the Town Engineer, whose approval shall not be unreasonably withheld, or with the Town's approval of a phasing plan for the completion of the Improvements.

**6. WARRANTY**

All Improvements that are accepted by the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of 1 year from the date of acceptance by the Town. This obligation shall survive any release of Security by the Town. Prior to the Town's acceptance of any Improvements, the Subdivider shall post maintenance bonds or

appropriate letters of credit to secure the warranties contained in this section in an amount equal to 20% of the actual costs of construction for those Improvements accepted by the Town.

## **7. LIABILITY POLICIES**

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of \$\_\_\_\_\_ for each occurrence and \$\_\_\_\_\_ annual aggregate for bodily injury and \$\_\_\_\_\_ for each occurrence and \$\_\_\_\_\_ annual aggregate for property damage or a combined single limit policy with minimum limits of \$\_\_\_\_\_ for each occurrence and \$\_\_\_\_\_ annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Subdivider also agrees to name the Town as an additional named insured under the policies. A certificate of insurance shall be filed with the Town Engineer prior to the recordation of the Final Plat with the Clerk's Office of Land Records.

## **8. PERFORMANCE TESTING AND INSPECTION**

Subdivider shall use a Town-approved State of Wyoming licensed engineer to perform and/or monitor all required testing.

Subdivider is responsible for obtaining all required permits and abiding by the conditions set forth within same.

Subdivider shall prepare daily inspection reports and test results, which shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any performance tests and to perform periodic observation of any phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or the placement of asphalt pavement or concrete curb and gutter and shall accommodate a representative of the Town should he or she choose to be present at the test or placement.

## **9. RELEASE OF SECURITY**

As Improvements are completed, the Subdivider may submit a written request to the Town Engineer to release part or all of the Security. Upon inspection and approval, the Town Engineer shall release the requested amount of the Security. If the Town Engineer determines that any of the Improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies. Subdivider shall be provided a reasonable time to correct the identified deficiencies. If, after a reasonable time is provided to Subdivider to correct the identified deficiencies, the Town Engineer determines that the Subdivider will not be able to construct all or a portion of the Improvements in accordance with approved specifications and/or plans, the Town Engineer may draw and expend from the Security such funds as may be reasonably necessary to construct all or a portion of the Improvements that Subdivider has not been able to construct in accordance with the approved specifications and/or plans.

The Town's release of the Security does not certify compliance with the LDRs or any other

applicable codes or requirements, nor does it release Subdivider from compliance with the same. The subdivision shall comply with all requirements of Section 7.2.2(A)(6).

#### **10. DEVELOPMENT COORDINATION**

Unless provided otherwise in this Agreement, the Town Engineer shall have general responsibility for coordinating the Improvements with the Subdivider. The Town's Planning Director shall coordinate with the Subdivider on all required exactions.

#### **11. ACCEPTANCE:**

Acceptance of any Improvements by the Town shall be in accordance with the LDRs.

The Town will accept Improvements only upon the completion and testing of the Improvements in accordance with the terms and conditions of this Agreement, the LDRs, and development approvals. The Town shall not be responsible for any Improvements until the Improvements are accepted by the Town, nor shall the Town exercise any control over the Improvements until such time as the Improvements are accepted by the Town, unless otherwise provided in this Agreement.

#### **12. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:**

The Town agrees to reimburse Subdivider for infrastructure over-sizing generally described as follows:

[N/A]

The reimbursement shall be effected only after such time as the Town accepts Improvements. Reimbursement shall be in accordance with the LDRs.

#### **13. NOTICES**

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson  
Attn: Town Engineer  
PO Box 1687  
Jackson, WY 83001

Subdivider: Teton Landing, LLC  
Attn: Sadek Darwiche  
PO Box 266  
Jackson, WY 83001  
Email: sadekd@gmail.com

Either party, upon written notification to the other, may change mailing addresses and contact information.

#### **14. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS**

This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed by both parties, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

#### **15. TITLE AND AUTHORITY**

Subdivider warrants to the Town that it is the record owner of the Subdivision or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

#### **16. SEVERABILITY**

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

#### **17. COUNTERPARTS AND FACSIMILES.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be binding upon the parties.

#### **18. RECORDATION OF NOTICE OF COMPLETION**

Upon completion and final approval of the Improvements, the parties hereto, at their option, may execute a notice confirming that the Subdivider has completed all obligations set forth in this Agreement, which notice may be recorded in the Teton County Clerk's Office of Land Records.

**TOWN OF JACKSON,  
a municipal corporation of the State of Wyoming**

By: Pete Muldoon, Mayor

STATE OF WYOMING      )  
                                  )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

Attest: \_\_\_\_\_  
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING      )  
                                  )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk of the Town of Jackson this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

APPROVED AS TO FORM:

By: Lea Colasuonno, Town Attorney

STATE OF WYOMING      )  
                                  )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Lea Colasuonno as Town Attorney of the Town of Jackson this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

APPROVED AS TO CONTENT:

By: Brian Lenz, Town Engineer

STATE OF WYOMING      )  
                                  )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Brian Lenz as Town Engineer of the Town of Jackson this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

By: Tyler Sinclair, Town Planning Director

STATE OF WYOMING      )  
                            )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission Expires:

### **SUBDIVIDER**

By: Sadek Darwiche, Managing partner, Teton Landing LLC

STATE OF WYOMING      )  
                            )  
                            )ss.  
COUNTY OF TETON      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared Sadek Darwiche for Teton Landing LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Managing partner of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission Expires: